

TJS Events Terms & Conditions

These conditions of hire apply to all hires by TJS Events to every Customer unless otherwise notified in writing. No variation or cancellation of any of these conditions of hire will be binding on TJS Events unless agreed to by a responsible officer of the company in writing.

1. Quotation

Unless otherwise stated in writing the quotation will be valid for a period of up to seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation.

Acceptance of the quotation is subject to written confirmation, payment of deposit (if required) and the TJS Events Terms & Conditions of Hire signed by an authorised person on behalf of the customer, or accepted in writing in SMS or email or via the TJS Events website/facebook. On commencement of hire without the customer's written confirmation to such action it shall be deemed that the Customer agrees to and accepts these TJS Events Terms and Conditions of Hire.

2. Deposit

A non-refundable deposit of 25% is required to secure your booking if the total order exceeds \$500.

3. Cancellation

Any cancellation within seven (7) days of the date of the booking will incur a fee of up to 50% of the total booking at the discretion of TJS Events management.

For bookings exceeding \$1000, cancellation within 30 days of the date of the booking will incur a fee of up to 50% of the total booking at the discretion of TJS Event management.

4. Use of Equipment

All equipment supplied on hire remains the property of TJS Events. The customer will be responsible for the equipment until it is returned to the TJS Events. The customer shall maintain the equipment in good condition with reasonable wear and tear excepted. The customer warrants that the equipment will be returned in good working order to TJS Events. TJS Events makes no representation as to the suitability of the equipment for a particular need or event, and it is the customer's responsibility to make that judgment on its own behalf. Upon delivery, the equipment must be inspected by the customer to determine whether the equipment delivered is complete in accordance with the agreement and is in good order and working condition. Unless otherwise stated, the customer will on completion of the inspection be deemed to have satisfied itself that the equipment as a whole is suitable, fit and merchantable and capable of meeting all the requirements of the goods.

The customer must not remove or deface any label, manufacturer's serial numbers or other marks identifying the equipment and/or TJS Events ownership of the equipment

5. Additional Equipment

If after commencement of hire by TJS Events any specification changes are requested, the cost of such changes will be borne by the customer.

6. Extended Hire

The Customer must return all equipment when it is due back. A continuing hire fee for all equipment not returned to TJS Events when it is due back will be charged to the customer, at the standard daily rate of hire until the equipment has been returned to TJS Events. The customer shall give appropriate notice in writing to TJS Events if any extension or termination of the hire is requested. No refunds will be issued for the early return of equipment on extended hire.

7. Delivery

TJS Events makes no representation that equipment will be available to meet every order. Availability of equipment to meet each order is subject to the timing of that order. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regard thereto.

Unless otherwise stated TJS Events will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between TJS Events and the customer that equipment is to be delivered to an address specified by the customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period.

Where the customer has taken delivery at the premises of TJS Events all equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of TJS Events by close of business on the last day of hire, then TJS Events must be notified immediately.

Delivery fees will be charged to the client and will vary depending upon the distance traveled from the TJS Events premises and the amount of equipment hired. The client will be advised of the fee once all equipment has been decided upon. This fee may be subject to change should the client then change the amount of equipment hired.

8. Delivery Dockets

TJS Events delivery dockets shall be conclusive evidence of the quantity and identity of the equipment delivered and as to the date of delivery. The customer shall be responsible at their own cost for providing a representative to check the quantity and identity of equipment delivered and to sign the TJS Events delivery docket. The customer acknowledges and agrees that TJS Events shall be able to deliver the equipment whether or not a representative of the customer is present at the time of delivery.

9. Site Approval

The customer shall be responsible for giving any local council or other authorities any necessary notice of their intention to erect the equipment or to have equipment erected and shall pay all fees in connection therewith. The customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the equipment and that the foundations upon which the equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the equipment and the load to be put on it without subsidence. In the event that TJS Events incurs or suffers any loss, costs or damages as a consequence of the customer's failure to carry out its obligations under these terms the customer shall be solely responsible and shall indemnify TJS Events for any such loss, costs or damages.

TJS Events reserves the right to refuse set up of marquees and equipment should the area be deemed unfit – this includes, but is not limited to mud, water, overhanging trees and dog excrement.

10. Set-Up

Set-up fees will be charged to the client for any installation of equipment. This fee will vary depending upon the amount of set-up required and installation time. The client will be advised of the fee once all equipment has been decided upon. This fee may be subject to change should the client then change the amount to be set-up.

Where a set-up fee has not been discussed, agreed upon and/or charged by TJS Events it will be the responsibility of the customer to set-up the hire equipment.

11. Misuse Of Equipment

TJS Events shall not be liable for any loss or damages arising out of the misuse, or abuse of the equipment by the customer and the customer agrees to keep TJS Events indemnified in respect thereof. TJS Events takes no responsibility for property damage, injury and/or death for misuse of equipment.

12. Security

The customer is responsible for the security of the equipment until such time as it is returned to or collected by TJS Events. In the event of the equipment being stolen from the job site, the hirer shall notify TJS Events in writing stating the full circumstances of the theft and the time the police were notified. Until TJS Events receives such notification, the hiring charges will continue. The customer shall also indemnify TJS Events for any such loss of the equipment at the current replacement cost of the equipment, and must pay that cost to TJS Events on demand. The customer must ensure that there is sufficient lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of authorities or in the interests of safety.

13. Access to Site

The customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up and at the arranged time/s.

14. Insurance

The customer is responsible for any insurance policies undertaken. The customer bears all risk in relation to the equipment and its use until the equipment is safely returned to TJS Events in good condition.

15. Losses and Damages

TJS Events must be notified immediately of any equipment lost or damaged during the hire period. The customer indemnifies TJS Events in respect of all such loss. The customer must pay on demand to TJS Events the following amounts;

- i. If the equipment is lost, the customer must pay to TJS Events the current replacement cost of the equipment;
- ii. If the equipment is damaged, including accidental damage, the customer must pay for all repairs or replacement if the equipment is beyond repair;
- iii. If no notice is given to TJS Events of a lost item it shall be deemed as extended hire until such item is returned, and hire fees will continue until notice is given or the equipment is found.

16. No Liability for Indirect or Consequential Loss

TJS Events shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by TJS Events to the customer are excluded, to the full extent permitted by law. The liability of TJS Events resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the equipment to the customer or the repair of the equipment supplied to the customer.

17. Safety

TJS Events adheres to the law of the relevant Occupational Health and Safety Acts of South Australia. The customer is to ensure adequate safety measures are adopted when necessary. The customer will make any inspections to ensure that there are no breaches of safety requirements at the site whether imposed by authority or otherwise; and that all works are performed according to relevant safety codes, standards and manufacturer's specifications; and that there are no alterations or modifications to any equipment made by any person other than an employee of TJS Events.

18. Electrical Damage

Any damage to the equipment caused by fusion or malfunction of electrical equipment is the customer's liability and the customer must take adequate precautions. The customer will be charged for any repairs required to the damaged equipment or replacement of equipment if beyond repair.

19. Weather

TJS Events reserves the right to refuse set-up of an event and/or equipment where inclement weather poses a risk to the public and/or the equipment. Management will work with the customer to arrange an alternative where possible. TJS Events advises that they do not control the weather.

19. Cleaning

The equipment must be returned properly cleaned by the customer. It is agreed that the whole or any part of the cost incurred by TJS Events arising out of the failure by the customer to clean the equipment will incur a charge to the customer.

20. Payment Terms

All payments are strictly due as specified on the TJS Events quotation. Full payment is required prior to set-up and/or pick-up and can be made in cash or by bank transfer to;

Account Name: J H Maloney & T J Stewart

BSB: 105144

Account Number: 048848340

A 25% deposit is required for bookings exceeding \$500.

Failure to meet the company's trading terms will result in the supply of further goods and/or set-up to be withheld until such time as the payment is made in full.

Where invoices are issued, TJS Events reserves the right to charge interest up to 10% per month on overdue invoices. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice.

Any expenses, costs or disbursements incurred by TJS Events in recovering any outstanding monies including dishonored cheques, debt collection agency fees and solicitor's costs shall be paid by the customer. In order to retake possession of the equipment, it shall be lawful for TJS Events to enter into or upon any premises where the same may be and the customer hereby agrees to indemnify and to keep indemnified TJS Events against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by TJS Events arising from their entry into or upon any premises in exercise of its rights of repossession.

21. Goods & Services Tax/Stamp Duty

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

22. Governing Laws and Venue

This contract will be governed and constructed in accordance with the laws of the state of South Australia, the parties submit to the jurisdiction of the Courts of that state for determination of any dispute claim or demand arising out of these Terms & Conditions.

23. Interpretation

TJS Events is the registered business name of J H Maloney & T J Stewart A.B.N. 59286364077

"The customer" means the person/s or persons company to whom the tax Invoice is addressed.

"Equipment" means the items hired by the customer from TJS Events.

24. Weekday Special Offer

20% discount is off the total hire cost and does not include any delivery or set up costs. Items must be delivered or picked up by the customer from 9am Monday onwards and returned by 9pm Thursday. Failure to return items by the assigned time will incur a late fee.

I, _____ agree to the TJS Events Terms & Conditions.

Signed: _____ Date: ____/____/20____

