



Hire Agreement

In Consideration of this Hire Agreement both parties hereby acknowledged that the "Owner" hires the Equipment to the "Hirer", and the "Hirer" hires the Equipment from the "Owner" on the following terms and conditions.

This equipment hire agreement dated this _____

Between: Vintage High Tea Hire of Unit 4/169 Charters Towers Road, Hyde Park Qld
(the "Owner")

and _____ of _____
(the "Hirer")

Email: _____ Mobile: _____

For the hire of High Tea items as per the attached list and the Hire Terms and Conditions as set out below.

The Hirer

The Owner agrees to hire the Equipment to the Hirer, and the Hirer agrees to hire the Equipment from the Owner in accordance with the terms set out in this agreement.

Hire Time

This Hire Agreement commences on _____ upon delivery/collection and will conclude on _____ upon collection.

Hire Price

The Hirer agrees to pay all hire charges as set out in the attached list and as per terms & conditions set out below.

Signatures – All Parties

Vintage High Tea Hire Representative:

Name: _____ Signature: _____ Date: _____

Client:

Name: _____ Signature: _____ Date: _____



Terms & Conditions

BOOKINGS

To secure your booking, a holding deposit is required

* 20 guests or less = \$100.00

* 40 guests or less = \$200.00

*40 guests or more = \$350.00

All booking inquiries are considered tentative until the deposit is paid to secure the booking. In the event another customer would like the same date/time, we will make every effort to contact you to confirm your booking and process a deposit payment before taking any other booking for requested date and time.

Note: Payment of the holding deposit is the only way to secure a booking. The balance of all hired items must be paid in full at least 7 days before the date of your event or function unless alternative arrangements have been made in advance. The booking deposit will be deducted from the total hire charges.

Collection / Delivery of Hired Equipment

Collected by Hirer:

The "Hirer" _____ will collect and return the Hired Items from Unit 4/169 Charters Towers Road, Hyde Park Qld 4812 on the dates and times specified above. Delay in return of the hire items without prior arrangement will incur a late fee of 15% of your order total per day.

The "Hirer and the "Owner" will inspect the items upon Collection and Return to ensure all parties are happy with the Hired Items as per attached listed agreement.

Delivered by Owner:

The "Owner" Vintage High Tea Hire will deliver and collect the Hired Items to on the date and time as specified above.

All deliveries are free within 5 – 10 Kms, beyond 10 kms a delivery fee will apply. The fee will depend on delivery location and will be quoted upon receipt of booking enquiry.

Pickups can be on the same day or the next day. Pickups on a Sunday after 5pm will incur a collection fee due to the cost of labour on Sundays after 5pm at the Hirers discretion.

Upon collection of items a representative of Vintage High Tea Hire must be present during the pack up and collection of the attached listed Hired Items.

Setup & Pack Down:

The "Owner" Vintage High Tea Hire will setup the Hired Items as required by each individual "Client" prior to the start time and pack down hired items at end of hire period on the date and time specified above.



Security Deposits, Payments, and Refunds

Payment of Security Deposit:

A security deposit of \$250.00 is required upon your booking confirmation for high tea hire items. The security deposit will be refunded on return, only after assessment of all hired equipment.

All bookings require a valid credit card as security. There will be no charges to the credit card provided unless in accordance with Damage Terms & Conditions or if the value of damaged/lost items exceeds the damage bond. The charges for each damaged or lost item are outlined at the end of this page.

Vintage High Tea Hire accepts Cash, Credit Cards, and Electronic Funds Transfers for payment of Hired Equipment. **Note:** (At this Time - Only Accepting Cash or bank transfer for payments prior to the day of event.)

Payment of Hired Equipment:

Vintage High Tea Hire accepts Cash, Credit Cards, and Electronic Funds Transfers for payment of Hired Equipment. **Note:** At this Time - Only Accepting Cash or bank transfer for payments prior to the day of event.)

The full hire balance due (minus the deposit paid) must be paid 7 days before or upon collection of goods (prior arrangement only)

Cancellations & Refunds:

Paid deposits secure your selected hire items for your event, however, in the event of a cancellation Vintage High Tea Hire's cancellation policy will apply.

To protect Vintage High Tea Hire from potential loss of income and to compensate for time and expenses involved in the transaction. Vintage High Tea Hire will retain the deposit or part thereof in case of a cancellation. All the event industries have similar policies.

- ❖ Cancellations between 14 and 21 days prior to the event will incur a 25% cancellation fee of the deposit.
- ❖ Cancellations between 7 and 14 days prior to the event will incur a 50% cancellation fee of the deposit.
- ❖ Cancellations between 0 and 7 days prior to the event will incur an 85% cancellation fee on the entire Hire invoice.

The above cancellation charges compensate for loss of assumed income as well as potential income on that specified date. All cancellation fees will be invoiced, and Vintage High Tea Hire will refund the balance after deductions within 2 days.

Vintage High Tea Hire will refund the entire amount you have paid to us if for any unforeseeable reason we are unable to provide our services due to extenuating and unforeseen circumstances. Clients may not make any claim other than a full refund of deposit. This clause does not cover client-initiated cancellations.



Disputes:

If you believe you have been incorrectly charged you should speak to Vintage High Tea Hire Management to resolve the oversight immediately.

Government Covid Regulations

- ❖ In the event of severe government restrictions (total lockdown or less than 15 guests allowed), postpone or cancel your event to a later date without penalty.
- ❖ In the event of moderate government restrictions (Partial lockdown regulations) Postpone your event to a later date with at least 5 business days' notice prior to your event without penalty or proceed with reduced guest numbers, if postponed with less than 5 business days' notice, a cancellation fee may apply at Management discretion.
- ❖ Cancellations not directly related to Covid-19 government restrictions will forfeit the booking deposit and/or the standard cancellation policy will apply.

Cleaning of Vintage and Fine China and Silverware

Many hire pieces from Vintage High Tea Hire are fine china, Sterling Silver and valuable. To preserve the beauty and elegance of these pieces, we ask that you remove all left-over food items as it can stain permanently and to **ONLY** rinse all items in cold water prior to collection.

STRICTLY, NO DISHWASHER PLEASE! As it will damage the delicate china/crystal and remove the silver and gold edges/etchings. Vintage High Tea Hire will sterilise all china and equipment upon return in preparation for the next hire.

A \$50.00 cleaning fee may apply for tea residue and scrap food present on return of hired items.

Damaged items

All Lost or Damaged equipment issues will be individually assessed as per below.

- ❖ All Damaged equipment will depend on if the item can be repaired or must be replaced.
- ❖ Items that cannot be repaired will be charged at replacement value
- ❖ All lost equipment will be charged at replacement value.

If damage, or loss occurs, the value of each item to be repaired or replaced will be charged at the exact cost plus 15%. (Damage/Loss definitions below).

A Repair/Purchase invoice will be provided to clients along with the receipt of charges to their credit card for the replacement of item/s lost or damaged beyond repair.

If a lost item is found after the event, it is your responsibility to return the item to our premises and where possible if a charge has been applied a refund or part thereof may be given depending on the time frame.

False credit card numbers to avoid paying for received services or for damaged items will be reported to the authorities



Liability

The supply of products and services are provided to the best of our ability, and Vintage High Tea Hire will make all reasonable efforts to complete the agreed supply of products and services within the required time.

However, Vintage High Tea Hire shall not be held liable for any loss or damage suffered because of any unavoidable or reasonable delay in completion due to unforeseeable circumstances beyond our control.

Furthermore, Vintage High Tea Hire shall not be held responsible for misuse of any products and services that we provide to you. You and your guests shall use our products and services only for the purposes that they are intended to be used for.

Ownership

All equipment hired is the property of Vintage High Tea Hire - "Owner".

The "Owner" warrants that the Owner has the right to lease the equipment according to this agreement.

The Hirer will not sell, lend, or encumber the leased equipment in any way what so ever.

The Owner warrants that the Owner will not disturb the Hirer's event or possession of the equipment or the hirers unrestricted use of the equipment for the purpose for which the equipment was designed and hired.

Acceptance of our Terms & Conditions

Vintage High Tea Hire has taken every reasonable step to inform you of our terms & conditions. These terms & conditions can be amended without notice, However, the terms & conditions applicable at the time of your booking will apply to your booking only. Acceptance of our terms & conditions is required in order to proceed with a booking.

If in the first 24 hours after booking and you wish to cancel, Vintage High Tea Hire at its discretion will provide a refund of the booking deposit within the 24hour period from the time and date the deposit was paid. After 24hours Vintage High Tea Hire cancellation policy will apply to your booking.

Damage/Loss Definitions

- ❖ *The following definitions are used, but not otherwise defined in this Agreement:*
- ❖ *"Equipment" means (High Tea Items which include Teacups and Saucer, Side Plates (sets/singles), Tea Mugs, Tea Pots, Creamer/Milk Jugs, Sugar Bowls, Cutlery, Servers, Drink Dispensers, Glassware's, Table Decorations, Candles, Vases, and Miscellaneous Items which has an approximate value range between \$ 5.00 to \$ 2,500.00 plus depending on equipment hired.*
- ❖ *Replacement Value "means the market value the Equipment would have had at the end of the Hire Term or when in relation to a Total Loss.*
- ❖ *"Repair" means any item which can be repaired to SAFELY use again and meet government regulations.*
- ❖ *"Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the equipment.,*



NOTICE TO HIRER

*This is a lease agreement is for Equipment Hire **Only**; you are not buying the equipment.
Please read the full terms and conditions before signing.*

You will be given a copy of the signed Hire Agreement.

Signature

I agree to the Terms and Conditions as set out within this Vintage High Tea Hire agreement.

Client/ Customer:

Name: _____ Signature: _____ Date: _____

Vintage High Tea Hire Representative:

Name: _____ Signature: _____ Date: _____