

TERMS AND CONDITIONS

DEFINITIONS

The Supplier refers to FBA Trust, T/A "Shine Event Decoration & Lighting" from here on in.

The hirer entering into the contract will be referred to as the "hirer" from here on in.

TERMS AND CONDITIONS

The hirer enters into a contract and agrees and accepts the terms and conditions from the date they make a booking with the supplier.

PAYMENT

The company/and or person who has made the booking is liable for all payment. Payment will be required before the event via EFT or credit card. Credit card payments may incur a surcharge. Only VISA and MasterCard credit cards are accepted, **Cash is the only method of payment which is accepted on the day** and the person hiring the equipment must be there at the time the equipment is delivered to pay in cash or have provided the money to another person who will be present. The hirer must have the correct change in cash. If that hirer or representative for that hirer is not there to provide the cash on delivery, we reserve the right not to deliver the equipment or charge the credit card provided at the time of the booking.

PRICE CHANGES

Supplier reserves the right to change the prices/specials on the website at any time without notice.

DAMAGE/THEFT/CANCELLATION

Supplier will request credit card details or a bond to cover for any damages, theft, cancellations, cleaning or inability to access the equipment to be picked up at the agreed time. By making a booking, you authorise for your credit card to be charged in the case that any equipment is lost, stolen, damaged, requires cleaning, if a booking is cancelled or is unable to be picked up.

Cancelled bookings outside of a 48 hour period from the event date incur a non-refundable charge of 50%. Bookings cancelled within a 48 hour period incur a 100% cancellation fee. By providing your credit card details, you give permission for our company to charge the card for any cancelled bookings.

The hirer accepts full responsibility for any equipment once they take possession of it. The hirer is liable for the replacement cost of any equipment that is stolen, goes missing, is vandalised or broken. The hirer is liable for any damages caused to the equipment.

No warranty is provided by Supplier for the equipment's fitness for any particular use.

The equipment remains the property of Supplier at all times. The hirer may not transfer this contract to another party without written consent of Supplier.

The hirer must inspect and check all equipment and notify Supplier at the time of delivery if there are any obvious equipment issues or absent products. Failure to do so will see the hirer responsible for any damages or missing equipment upon pick up.

SAFETY RISKS/INSTRUCTIONS/OPERATION OF EQUIPMENT

Shine Event Decoration & Lighting reserves the right to reschedule a booking if it is a safety risk to deliver or set up equipment, in the case of extreme weather conditions such as torrential rains, hail, flooding, extreme thunderstorms,

earthquake or an area being restricted from access due to a terrorist attack. Should we not be able to deliver at a later time on the event date, we will happily deliver on the next available day. Should the event have to be cancelled for one of these reasons and your event can't be rescheduled to another time, a credit can be applied for a future booking.

The hirer assumes responsibility for the safe, capable operation and handling of all hire products and follows OH&S policies and does not hold Supplier responsible for any injury caused to themselves or others whilst moving or setting up any equipment.

Hire charges do not include set up of equipment or briefing/safety instructions unless specifically requested on the booking form. Basic instructions are provided with each hire product and specific instructions are also available via the supplier's website. If a set up/pack down service is required, this must be pre booked prior to the delivery date to ensure the extra set up time is factored into our delivery schedule.

HIRE TIMES/DELIVERY TERMS

Hire contracts are based on a daily or weekly hire period specified at time of booking unless otherwise stated. Failure to return the equipment or inability for our drivers to access the equipment for pick up will incur a daily charge for the equipment for any days beyond the agreed hire period. This may be taken from the bond, and any additional charges incurred may be charged to a credit card or invoiced. If the hirer fails to return the equipment, the hirer gives us permission to enter the premises of where the equipment is held to collect the equipment without being responsible for any damages caused to enter the premises.

Delivery/installation of all equipment is for ground level only. Extra charges may apply if site area is more than 25 metres away from the nearest drop off point or if extra levels/stairs are involved or if there are limited site access issues.

EMAILS

Customers providing email addresses upon booking agree to periodically receive email specials. If you do not wish to receive these, please notify our team when booking so you are not included in the email newsletters.

LEGAL PROVISIONS

The laws of Qld shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be in Qld.

Hirer agrees to defend, indemnify, assume liability for and hold Supplier harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the use of the Equipment, regardless of the basis.

The terms and conditions can only be amended by Supplier.

Any changes to this contract must be written and signed by both Hirer and Supplier. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Hirer and Supplier. This agreement binds and benefits the heirs, successors and assignees of the parties.

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.