## TERMS AND CONDITIONS OF HIRE

- 1. <u>Hirers Responsibility</u>. The hirer shall be responsible for any claims or demands which may be made by any person against the owner whether for the damage to property, personal injury or for any cause whatsoever, in any way arising out of the use of the equipment by the hirer or any defect in the equipment.
- 2. Waiting Time. The hirer shall be responsible for the costs associated for any amount of unreasonable waiting time by our staff on site.
- 3. <u>Underground services</u>. All underground services or pipes, affecting the installation of marquee pegs are to be revealed to our staff by the hirer. Any damage to these utilities or services shall be repaired at the hirer's expense.
- 4. Lost or stolen goods. Hire of the lost or stolen goods shall continue until such time, as the cost of these goods is reimbursed.
- 5. Cleaning. All goods are to be returned in a clean and reasonable condition; otherwise, an additional cleaning charge may apply.
- 6. <u>Damage to hired goods</u>. Please treat the goods as you would your own. The hirer shall be responsible for any loss or damage and shall be asked to make payment for these damages. Smalll costs for repairs may be deducted from the security bond left by the hirer.
- 7. <u>Cancellation</u>. Any cancellation by the hirer before the hire date, will mean the payment of any deposit will be forfeited to Central Coast Party Hire. Any cancellation less than 48 hours before the delivery date will require full payment of the hire.

Cancellations due to COVID 19 will mean the hirer will be given a credit for 9 months of full amount of any deposit received by Central Coast Party Hire, if the credit is not used within the time frame stated it will be forfeited in full to Central Coast Party Hire and no other credit offered

- 8. <u>Alterations or adjustments to marquees</u>. The hirer shall instruct our staff clearly, as to the requirements for walls and marquee layout. Upon completion, the signing of the contract is acceptance of the marquee installation and any changes after that time shall be at the hirer's expense. The hirer is warned not to make any alterations to the marquee; all alterations to the marquee are to be by Central Coast Party Hire. Any alterations to the marquee by unauthorized individuals may render the marquee in an unsafe state.
- 9. <u>Consequential Costs or Damages</u>. It is agreed by the hirer that Central Coast Party Hire shall not accept any consequential costs or damages arising from the failure, delay, bad weather or malfunction of any equipment of Central Coast Party Hire, hired by the hirer. The hirer shall take precautions to ensure alternative arrangements are made in such a situation.
- 10. <u>Storm and Bad Weather</u>. Whilst the installation of marquees by Central Coast Party Hire are conducted by the skilled and trained staff and can absorb a fair amount of poor weather, periods of exceptional weather may cause some marquees to become loose and possibly unstable. The hirer shall in these extreme situations vacate the marquee, if they believe the marquee to be unsafe. Cost of the hire in these circumstances shall be born by the hirer.
- 11. Payment. All payments are to be made at or before delivery unless an account has been established.
- 12. The hirer shall ensure their guests and users of the hire equipment are aware of these conditions and their proper use. An adult must supervise all children using, or in the vicinity of any equipment at all times. It is a condition of hire that the hirer follows all the following precautions and uses all equipment in a safe and responsible manner.
- (a) <u>Balloon Kits</u>. The calculation of balloon quantity for each cylinder is based on a maximum diameter of each balloon of 28cm. Waste or over inflation will cause the quantity of balloons to be less than stated. Balloons stay afloat for up to 8-10 hours. Do not fill balloons too lo long in advance of the event. Balloon gas is non-toxic and non-flammable; however, do not inhale the gas as it may cause brain damage or death. Helium will not support life. Cylinders contain gas under high pressure and are potentially dangerous if handled roughly. Never use cylinder without the "balloon filling nozzle". Do not transport the cylinder with the nozzle attached. Ensure the cylinder is firmly secured and is well ventilated during transport and storage. Close the cylinder valve when not in use.
- (b) <u>Chairs</u>. All chairs have been designed for use as a chair only. It should be used with the weight of one person distributed over all four legs. Do not stand on the chair or use on slippery surfaces. Children must be supervised at all times.
- (c) <u>Tables</u>. Do not stand on tables. Ensure all legs are locked in place when assembling tables. Ensure tables are placed on an even and stable surface. Do not store tables in unstable stacks.
- (d) China, Glassware and Cutlery. Ensure all china and glassware is of sound, undamaged quality before use. Notify Central Coast Party Hire of any damages upon delivery. Keep out of reach of children when not in use.

- (e) <u>Marquees</u>. Marquees erected by Central Coast Party Hire must not be altered or moved without the permission and supervision of Central Coast Party Hire. The hirer is to ensure adequate lighting is provided in and around the marquee to ensure the safe passage of users. Pegs, poles and weights around the marquee must be safe guarded by the hirer to prevent injury to other persons.
- (f) <u>Mushroom Heaters</u>. The mushroom heater is intended for heating outdoor spaces on a flat and stable surface. Adequate clearance around air openings into the combustion chamber, clearances from combustible materials, provision for accessibility and for combustion and ventilating air supply must be maintained at all times when the heater is operating. Proper clearance from combustible materials must be maintained at all times. The minimum clearance from the heater to nearby surfaces is 500mm. Children and adults should be alert to the high surface temperature of areas above the post when operating the heater. Children should be carefully supervised when they are in the area of the heater. Never hang anything, including clothes or other flammable items on the heater. Do not operate the heater unless it is fully assembled with the reflector in place. DO NOT SPRAY AEROSOLS IN THE VICINITY OF GAS HEATERS WHILE THEY ARE IN OPERATION.
- (g) Blow Heaters. (Space Heater). The space heater is not intended for internal domestic use and should be used in well ventilated areas. Read the operation instructions on the unit and become familiar with the stop/start procedures. Do not restrict the inlet or outlet of the airflow to the heater. Permanent ventilation to the outside atmosphere must be provided. Minimum room area is to be heated by a Jet Fire Junior 15 is 300m3. The heater must not be used in close pronmity to combustible material. Ensure the front of the heater is kept clear for a minimum distance of 1 metre. A guard must be placed 1 metre away from the heater outlet to prevent the approach of combustible materials and people. DO NOT OBSTRUCT HEATER AIR FLOW. Do not leave the heater unsupervised. THIS IS AN ELECTRICAL DEVICE DO NOT EXPOSE TO WATER. The fan in the heater must be turned on for the entire use of the heater. Leave the fan running for 5 minutes after the heater has been turned off. Always turn the gas Cylinder off when not in use or during an emergency.
- (h) <u>Flooring</u>. The floor should be kept well maintained and dry for the entire hire period, and the hirer should ensure adequate lighting to the dance area to provide safe egress and access. Careful inspection of the floor prior to and during use is important to ensure no hazardous conditions exist. Avoid the use of the floor while under the influence of any intoxicant or while taking medication. Proper footwear and lighting shall be used at all times. Spillage of food and drink on or near the floor area can create hazardous conditions. The hirer shall keep the floor clean at all times. The use of dance floor powders should be avoided as they may affect the surface friction and create a hazardous condition.
- (i) Lighting. All lighting must be kept dry and at sufficient height to avoid contact with users.
- (j) <u>Cooking and heating appliances</u>. The hirer shall ensure that all equipment being used is safe guarded against accidental contact by other persons and kept a minimum distance of 1.5m from any combustible material. Ensure gas appliances are used in a well-ventilated area. All power leads shall be kept off the floor.
- (k) Floor Coverings. The hirer shall ensure all floor coverings are laid on flat, even surfaces and do not contain trip hazards for people using the equipment.