Gosnells Toy Library – Party Hire

Terms and Conditions

"The Company" is Gosnells Toy Library.

"The Customer" is any individual, company or organisation to which Gosnells Toy Library is contracted to supply goods and/or services.

"The contract" is any written or verbal agreement between the customer and Gosnells Toy Library for the latter to provide goods and/or services.

"Goods" are any items that are the subject of any contract between Gosnells Toy Library and the customer.

HIRE

1. Hire goods remain the property of the company at all times.
2. During the continuance of the hire period, which shall commence from the time of equipment collection and end when the goods are returned to Gosnells Toy Library, the customer shall be responsible for the safe keeping and maintenance of the goods in good and substantial repair and condition.
3. Any damage caused to hired goods, beyond reasonable wear and tear, will be the responsibility of the customer. Any repair work necessary as a result will be chargeable.
4. In the event of the total loss, or irreparable damage, of any hire goods for any reason whatsoever, the customer shall be responsible to the company for the full value of such goods. It is the customer's responsibility to insure against such risk. The period of hire ends only when the Company has accepted each item comprised in the requisition in writing.
5. The customer is liable for all losses and damages to the hire stock, and if a holding deposit has been placed, the company reserves the right to deduct the chargeable amount accordingly
6. It is company policy to obtain a security deposit per order for all customers.
7. The company reserves the right to substitute alternative goods subject to availability without prior notice.
8. Acceptance of this quotation becomes an order and is thus subject to a cancellation fee as shown.
    a. At least 7 days notice from collection date = full refund (minus administration fee if this has been charged)
    b. 7 days or less notice from collection date = booking can be rescheduled, but no refund issued.
    c. The security bond in either case will be refunded.

9. All hire charges quoted are for the hire period for each toy, and no reductions or refunds will be made after the commencement of the chargeable period. Any agreed refund owed to the Customer shall be reimbursed within 21 days.
10. Payment of invoices is due within 24 hours of the customer receiving the emailed invoice from the Xero accounting system.
11. Bookings are not confirmed until payment has been received into the company's bank account.
12. Any reductions to the stock in the hire contract can be made at no additional charge if notified in writing more than 7 days prior to collection date.
13. Where a cancellation fee is applicable, the cancellation invoice must be settled within 7 days of issue. Cancellation of contract must be notified in writing more than 7 days prior to delivery date.
14. It is the duty of the Customer to provide, at the site of collection, a duly authorised representative to sign a written confirmation of the items collected, and then returned, to the Company. If the Customer fails to provide for this the Customer will not be permitted to dispute subsequently the number and/or condition of the goods returned to/collected by the Company on termination of hire.
15. If any items of hire furniture are not returned by the Customer to the Company at the end of the previously agreed hire period, the Company reserves the right to make a written demand for and the Customer shall pay a compensation payment which is equal to the current replacement retail value of the furniture which has not been returned.
16. The Company does not accept any liability for any damage or injury to goods or persons caused by the misuse of the hire equipment.
17. Any waiver by the Company of any breach by the Customer of these terms and conditions is limited to the particular event. No delay to act on a particular breach by the Company shall be deemed to be a waiver.
18. These terms and conditions govern the hire equipment to the exclusion of any other oral or written agreement. No notification of these terms and conditions shall be effective without the prior written consent of the Company.
19. Instructions of the Customer (different from those on the requisition) cannot be carried out, unless given in writing to the Company 7 days prior to action required and accepted by the Company in writing.
20. The Company is only hiring out goods and will under no circumstances sell any items to the Customer.
21. Full payment of the agreed price/contract must be paid in full with cleared funds, before goods will leave our premises, failure to adhere to these terms may result in delay of delivery. This also applies to extension of hire; failure to adhere to this will result in collection of goods.
22. All dimensions quoted are an approximate.
23. Any complaints that may arise must be reported in writing whilst the Customer is on site, or within 12 hours of collection.