



Terms & Conditions

ABN: 53 636 304 419
Address: 18 Artisan Road, Seven Hills NSW 2147
Telephone: 1800 GO EPIC (463742)
Mobile: +614 14 374 222
Email: Sydney@epicpartyhire.com.au
Website: www.epicpartyhire.com.au

1. The hirer enters into a contract and agrees and accepts the terms and conditions from the date they make a booking with the supplier.
2. 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 incur a surcharge at the sole discretion of the hire party company 'STRIPE'. **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 and can be sufficiently identified and verified as an authorised representative of the hirer. **The hirer must have the correct change in cash.** If that hirer or the 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.
3. Supplier reserves the right to change the prices/specials on the site at any time without notice.
4. Unless otherwise stated in writing the quotation provided by **Epic Party Hire** is valid for a period of 14 days from the date of issue. Acceptance of a quotation must be submitted in writing.
5. Supplier may 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.
6. In the event that a credit is applied to a booking granted by management, the customer has 6 months to use this credit from the time of the original booking or such credit will thereafter be forfeited to the Supplier.
7. Epic Party Hire 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, strong winds, 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 of 50% of the original booking can be applied for a future booking.
8. The hire is for one day unless agreed upon mutually in writing by both parties. 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.
9. The hirer accepts full responsibility for the equipment once they take possession of the equipment. This is from the time it is delivered, to the time it is collected. In the case that the driver is held up on the day and will not make the scheduled pick up time, the hirer is still liable for the equipment until the time the equipment is collected by the driver. The hirer is liable for the replacement cost of any equipment that is stolen, goes missing, is vandalised and/or otherwise broken. The hirer is liable for any damages caused to the equipment, and this includes damages caused by weather and vandalism. No refunds are given in the event that weather damages any equipment or that it is vandalised.
10. The hirer assumes proper knowledge in the operation and handling of the equipment and undertakes to follow any and all applicable OH&S policies and, additionally, does not hold the Supplier responsible for any injury caused to themselves and/or others whilst moving, setting up, operating or disassembling any equipment.
11. The equipment remains the property of the Supplier at all times without exception. The hirer may not transfer this contract to another party without the express written consent of the Supplier.

12. The hirer must inspect and check all equipment and notify Supplier at the time of delivery if there is any equipment missing, damaged or unfit for use. Failure to do so will see the hirer responsible for any damages or missing equipment upon collection of the equipment.

13. No warranty is provided by the Supplier for the equipment's fitness for any particular use. In the event of adverse weather conditions, the Supplier takes no responsibility if the equipment cannot be used. In the event that weather damages the Supplier's equipment, the customer will be responsible for any damages and/or losses arising from such weather event, whether such damages and/or losses are of a direct or indirect nature.

14. 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.

15. The laws of NSW shall govern this agreement. The venue for any legal proceedings brought in connection with this contract shall be the courts of NSW or in the Sydney registry of any appropriate Federal Court.

16. Renter 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.

17. These terms and conditions can only be amended by the Supplier.

18. 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.

19. 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.

20. 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.

Refund Policy

1. 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. If items are removed from an order or quantities reduced, a cancellation fee will also apply to these items at 50% for items cancelled outside of a 48 hour period of the event date and 100% inside a 48 hour period of the event date. By providing your credit card details, you give permission for our company to charge the card for any cancelled bookings.

2. Supplier will attend and set up all equipment prior to leaving the premises. The Supplier will ensure that all equipment is functioning as it should. If the supplier is not contacted within 1 hour of the delivery being completed with any problems **NO REFUNDS** will be issued. Should the supplier be contacted within the first hour of delivery a replacement may be delivered, however this is strictly subject to availability. If a replacement is not available a refund may be issued at the reasonable discretion of the Supplier. Support may also be provided over the phone.

Delivery Policy

1. The hirer is responsible for having someone available to take delivery of the equipment at the nominated date and time. If the hirer fails to be there at that time, an additional delivery fee will be charged to re deliver the equipment at another time. Delivery and collection is done between the hours of 8am-4pm, seven days a week, excluding public holidays. Should you require a specific time delivery, an additional fee may apply. A time window is set of 4 hours, and your delivery will be allocated to a slot of 8am-12pm or 12pm- 4pm. This can be provided to you on the week of the event. Same day collections may incur an additional fee to allow us to place a separate driver on for your event. Deliveries outside of our standard delivery hours of 8am-4pm may incur an additional fee, please call or email.

2. Delivery of all equipment is at ground level only. Extra charges may apply for stairs, steep descents and going up levels in buildings. The hirer is responsible for telling us via email if the delivery has any of these conditions. Failure to do so will

result in extra charges, and in extreme cases refusal to deliver. Extra charges will be taken out of the bond, the hirer's credit card or will be payable on the day in cash.

3. The hirer shall arrange to have a suitable solid table at the time of delivery to support 85Kg for slushie machines (note trestle tables are not acceptable). A direct power source is required and must not be connected to a power board (Note a single extension cord is acceptable). The hirer shall ensure that the area where the Juke box and/ or photo booth is to be connected is flat and clear of glass doors. A direct power source is required and must not be connected to a power board.

4. For Collection, the supplier shall arrange a time with the hirer on the day of delivery for the following day unless otherwise arranged.

Hire Agreement

After ordering from our website you will receive a Hire Agreement by email, you will need to print this agreement out and sign the agreement and give it to us when we deliver our hire equipment.

Conditions Of Hire: (Light up Numbers/Letters)

1. Customer agrees that the letters/numbers are to be set up on a flat surface.
2. Any damage caused to the equipment by fusion or malfunction of electrical equipment is the Customers liability and therefore the customer must take adequate precautions. The customer will be charged for any necessary repairs.
3. The customer must ensure the space allocated for set up is safe and not near Water or any hazards that can cause damage to the equipment.
4. The Supplier reserves the right to refuse set up in a space which they deem unsafe or not suitable.

Conditions Of Hire: (Frozen Slushy)

1. Customer to supply all Base Spirits.
2. Customer to supply a sturdy table (no trestle tables) or surface for frozen slushy machine(s) (as they weigh 85kg once filled) and a convenient power point. Our machines are not to be move once setup by an Epic Party Hire technician so ensure to choose the correct place first time.
3. Temperature: Frozen slushy machines function best at ambient temperatures below 27.5°C. The reliability of the machine(s) cannot be guaranteed if the ambient temperature around the machine(s) is above 27.6°C. It is recommended that frozen cocktail machines are used indoors in a cool place out of direct sunlight.
4. The supplier is not responsible if the slushie leaks staining carpets, benchtops or tables. A suitable sheet is to be supplied by the hirer at the time of drop off.

Conditions Of Hire: (Jukebox)

1. Our Jukeboxes are not to be move once setup by an Epic Party Hire technician so ensure to choose the correct place first time.
2. Customer is responsible for any damages to microphone, jukebox or property.
3. We don't guarantee to have the entire music tracks you request.

Conditions Of Hire: (General)

1. If the malfunction(s) of the machine(s) is/are caused by the customer or any other person not following the operational procedures in a correct manner or any of the switches on the machine(s) have been accidentally or intentionally switched off a \$100.00 call out fee will apply if an Epic Party Hire technician attends to rectify the malfunction.
2. The Customer agrees to indemnify and keep indemnified Epic Party Hire against liability in respect to any suits, claims, actions, demands, costs, loss (including loss of profit) or damages arising directly or indirectly out of the hire or use of the equipment by the Customer whether caused by the negligence of the Customer or any other person.

The Hiring Agency, Epic Party Hire will not be responsible for any loss whatsoever, in the event of any malfunction occurring.

I acknowledge receipt of the Hire Equipment and agree that:

1. I have inspected the Hire Equipment and consider it to be in good order and condition.
2. I understand the method of operation of the equipment and shall not try to avoid liability for damage on the grounds of not being familiar with operational procedures.
3. I shall ensure that the Hire Equipment is not used by a third party.
4. I undertake to return the Hire Equipment in good condition on or before the due date and also agree that the equipment is returnable earlier by mutual agreement.
5. Only Epic Party Hire products are to be used with Hire Equipment. Cocktail Mixes are to be prepared according to directions on bottle label or as directed by supplier.
6. I agree to accept complete responsibility for the Hire Equipment until returned and agree to pay any repairs necessary or the current market value in the event of theft or loss of or damage to the Hire Equipment while hired, whether due to my negligence or not.
7. I otherwise agree to be bound by these terms and condition in their entirety and note that my engagement of Epic Party Hire after supply of these Terms and Conditions will be deemed as an acceptance of these terms and conditions in their entirety.