



VINTAGE LETTERS & CO GENERAL TERMS AND CONDITIONS

- ☒ It is your responsibility as the hirer to read all below T&C's and Hire Agreement, by paying any amount on your invoice you agree to abide by our full T&C's and Hire Agreement listed.
- ☒ All bookings made with Vintage Letters & Co require an initial non-refundable deposit of 25% which is to be paid within 3 days of the invoice being received. The remaining 75% is due to be paid 30 days prior the event.
- ☒ Free delivery within 25km of Perth CBD, any extra travel outside 25km from CBD will be charged at a rate of \$2.50/km; distances over 125km from Perth CBD will be quoted individually.
- ☒ If payments are not received in full prior the event Vintage Letters & Co reserve the right to cancel the booking and no refund will be issued for any payments received.
- ☒ Late payments will incur late fees and will be calculated at the 10% of the total booking cost, if the booking has been cancelled already and has to be restored a \$50 admin fee will apply.
- ☒ Any orders \$100 or below will automatically incur a \$50 delivery fee. Additional delivery outside of 25kms from the CBD will incur our standard delivery rates.
- ☒ All payments over the initial 25% deposit are fully refundable 60 days prior the event. Payments are non refundable within 60 days of the event, however the event date and/or venue may be changed up to 12 months after the original booking date (subject to availability, extra charges will apply for Travel, limited access or After Hrs Pickups). Cancellations or date changes must be received in writing to info@vintageletters.co within 14 days, phone call notification will not be acceptable. In the event of a natural disaster but not limited to fire, floods, epidemic, pandemic our full T&C's still apply with the exception of event date and/or venue may be changed up to 18 months after the original booking date (subject to availability, extra charges will apply for Travel, limited access or After Hrs Pickups). Cancellations or date changes must be received in writing to info@vintageletters.co within 30 days, phone call notification will not be acceptable. Any payments made will roll over to the new date.
- ☒ Our After Hours collection fee is \$125 and it will apply for any collections required between the hours of 8pm and 5am or if the event is in a public space/not in a secure and safe environment overnight (please note Christmas Eve, Christmas Day and New Years after hours fees are \$250). Limited access charges will apply for stair only access or locations long distances away from delivery point, minimum charges start from \$70.
- ☒ You will receive a receipt within 5 days following the received deposit. It is your responsibility to use the correct reference on all payments. All bookings are non-transferable to another person.
- ☒ Our products are not designed to be sat on or leant against. However, Vintage Letters & Co is happy to liaise with a professionally appointed photographer to discuss specific portrait requirements. If you wish to hang or elevate any products higher than 1m from the ground additional costs will incur pending a site visit to ensure the property is in a safe location.
- ☒ You are welcome to decorate our Light Up Letters, Wine Barrels, Bar Slabs, Arbours and other property with florals, candles, balloons etc but must not leave any wax, pollen or staining on the items. This includes leaving drinks on top of the property which may result in staining. All decorations must be removed at the conclusion of the event, Failure to do so will result in an additional invoice for decoration removal. Any damage or staining that requires Professional cleaning or repair you will be invoiced for the associated costs.
- ☒ If powered items are set up in a remote location and a generator is needed for power, only Vintage Letters & Co's generators are to be used to protect the equipment. Generators are available for hire if needed at \$120/day.
- ☒ Our Light Up Letters are designed for indoor and outdoor use given acceptable weather and ground conditions. Uneven surfaces may require 400mm steel stakes driven into the ground. If any rain is forecast the Light Up Letters must be undercover or indoors, they can not be out in the rain, please make sure you have an alternative position ready.
- ☒ Vintage Letters & Co reserves the right to move the position of the property if it is deemed unsafe, unstable or will be adversely effected by damaging weather conditions.
- ☒ A site/floor plan on the exact location the hirer would like the hired items must be received a minimum of 14 days prior the event, along with all requested details. This ensures a quick and smooth delivery and installation. Failure to provide Vintage Letters & Co with the details requested may result in additional admin fees.
- ☒ In the event no correspondence from the hirer has been received Vintage Letters & Co will liaise with relevant parties for the event to install in a suitable location.
- ☒ It is solely the hirer's responsibility to seek approval from the venue to engage Vintage Letters & Co to be able to conduct business at their venue. We can help you liaise with the venue upon your request if the venue requires specific information/dimensions. Vintage Letters & Co will liaise directly with the venue for installation and collection time slots based on the information provided by the hirer.
- ☒ The hirer accepts full responsibility for any loss or damages to the hired items whilst at their event and will be invoiced for any damages and/or loss. In the event of any damage that needs to be repaired or replaced and Vintage Letters & Co is unable to fulfil existing bookings of other customers events the hirer will be responsible for the cost of refunding existing bookings until the hired items have been repaired or replaced.
- ☒ The hirer will not move any products or any associated equipment from the set-up location unless prior approval from Vintage Letters & Co in writing.
- ☒ Any Special Offers or Promotions run by Vintage Letters & Co will have its own specific terms and conditions including our normal T&C's and Hirer Agreement.
- ☒ NEONS - Neons are intended for Indoor use only unless written permission has been given by The Dance Floor Co, you are required to turn off the Neon at the immediate conclusion of your event. In some cases you will be required to cover the neon with a provided cover at the end of your event.
- ☒ NEONS are to be turned on only at the start of your event, all neons are tested at the time of installation.
- ☒ NEONS are not to be installed near heat / direct sunlight or where it's subjected to water or moist conditions.
- ☒ NEONS are not to be handled by children or in reach of children. The controller for the dimmer settings requires a lithium battery which is extremely harmful if ingested or a choking hazard. Please keep the controller out of reach of all children do not allow them to use the controller as a toy. Lost or damaged controllers will be invoiced to you.

THE DANCE FLOOR CO

GENERAL TERMS AND CONDITIONS

- ☑ It is your responsibility as the hirer to read all below T&C's and Hire Agreement, by paying any amount on your invoice you agree to abide by our full T&C's and Hire Agreement listed.
- ☑ All bookings made with The Dance Floor Co require an initial non-refundable deposit of 25% which is to be paid within 3 days of the invoice being received. The remaining 75% is due to be paid 30 days prior the event.
- ☑ Free delivery within 25km of Perth CBD, any extra travel outside 25km from CBD will be charged at a rate of \$2.50/km; distances over 125km from Perth CBD will be quoted individually.
- ☑ If payments are not received in full prior the event The Dance Floor Co reserve the right to cancel the booking and no refund will be issued for any payments received.
- ☑ Late payments will incur late fees and will be calculated at the 10% of the total booking cost, if the booking has been cancelled already and has to be restored a \$50 admin fee will apply.
- ☑ All payments over the initial 25% deposit are fully refundable 60 days prior the event. Payments are non refundable within 60 days of the event, however the event date and/or venue may be changed up to 12 months after the original booking date (subject to availability, extra charges will apply for Travel, limited access or After Hrs Pickups). Cancellations or date changes must be received in writing to info@thedancefloor.co within 14 days phone call notification will not be acceptable. In the event of a natural disaster but not limited to fire, floods, epidemic, pandemic our full T&C's still apply with the exception of event date and/or venue may be changed up to 18 months after the original booking date (subject to availability, extra charges will apply for Travel if required, limited access or After Hrs Pickups). Cancellations or date changes must be received in writing to info@thedancefloor.co within 30 days, phone call notification will not be acceptable. Any payments made will roll over to the new date, refunds will not be given.
- ☑ Our After Hours collection fee is \$240 within 25km of Perth CBD, extra charges apply outside of this and it will apply for any collections required between the hours of 8pm and 5am or if the event is in a public space/not in a secure and safe environment overnight (please note Christmas and New Years after hours fees are \$395). Limited access charges will apply for stair only access or locations long distances away from delivery point, minimum charge is \$150.
- ☑ You will receive a receipt within 5 days following the received deposit. All bookings are non-transferable to another person.
- ☑ Dance Floors are designed for pedestrian traffic only, any furniture, equipment or props placed on the dance floor must have prior written approval by The Dance Floor Co. It is your responsibility to announce at the beginning of the event that no drinks and/or glass is permitted on the dance floor at anytime. Failure to do so will result in you being invoiced for extra cleaning charges.
- ☑ Digital, LED and DMX software dance floors have written instructions on how to use. Instructions must be followed correctly. Any dance floors requiring power must not be switched off until the end of the event or for a safety concern. If a technician is required to come out during the event due to incorrect use a fee will be charged at \$125 per hour.
- ☑ If a powered dance floor is set up in a remote location and a generator is needed for power, only The Dance Floor Co's generators are to be used to protect the equipment. Generators are available for hire if needed at the rate of \$125 per day.
- ☑ Our Dance floors are designed for indoor and outdoor use however additional charges will apply to suit ground & weather conditions when installed outdoors. Please make sure you let us know if your dance floor is going outdoors. If an underlay of any kind is required or requested you will be quoted that at time of booking.
- ☑ The Dance Floor Co reserves the right to move the position of the dance floor if it is deemed unsafe, unstable or will be adversely effected by damaging weather conditions. Some floors when outdoors may require to be covered for inclement weather conditions and the hirer will be responsible for all associated costs.
- ☑ A site/floor plan on the exact location the hirer would like the dance floor must be received a minimum of 14 days prior the event, along with all requested details. This ensures a quick and smooth delivery and installation. Failure to provide The Dance Floor Co with the details requested may result in additional admin fees.
- ☑ In the event no correspondence from the hirer has been received The Dance Floor Co will liaise with relevant parties for the event to install in a suitable location.
- ☑ It is solely the hirer's responsibility to seek approval from the venue to engage The Dance Floor Co to be able to install a dance floor at their venue. We can help you liaise with the venue upon your request if the venue requires specific information/dimensions. The Dance Floor Co will liaise directly with the venue for installation and collection time slots based on the information provided by the hirer.
- ☑ The hirers accept full responsibility for any loss or damages to the dance floor whilst at their event and will be invoiced for any damages and/or loss. In the event of any damage that needs to be repaired or replaced and The Dance Floor Co is unable to fulfil existing bookings of other customers events the hirer will be responsible for the cost of refunding existing bookings until the floor has been repaired or replaced.
- ☑ The hirer will not move the dance floor or any associated equipment from the set-up location.
- ☑ Any Special Offers or Promotions run by The Dance Floor Co will have its own specific terms and conditions including our normal T&C's and Hirer Agreement.
- ☑ Fireworks or Party Sparklers are not permitted on the Dance Floor, Fireworks may be placed in front or to the sides of the floor. Any dust / powder on the Dance Floor associated from Fireworks not supplied by us that require cleaning will incur additional cleaning fees. All decorations such as but not limited to confetti, florals, balloons etc must be removed from the Dance Floor at the conclusion of your event. Failure to do so will result in an additional invoice for decoration removal.
- ☑ It is solely the hirer's responsibility to seek approval from the venue to engage The Dance Floor Co to be able to use Fireworks at their venue, approval must be granted before you book. All Fireworks must be operated by a Dance Floor Co technician.
- ☑ Fireworks are not for use in inclement weather including but not limited to rain or windy weather. Best used for Indoor use. Further T&C's at time of booking.
- ☑ Wireless Up Lighting can be used for Indoor or Outdoor use, approximate usage time of 6 hours, Colour must be selected a minimum 14 days the event and will be pre-set at time of setup. You will be required to turn on the Up Lights at the start of your event to maximise usage time of the battery. Not for use in the rain.
- ☑ Dancing On Clouds (Dry Ice) It is solely the hirer's responsibility to seek approval from the venue to engage The Dance Floor Co to be able to use Dry Ice at their venue, approval must be granted before you book. All Dry Ice must be operated by a Dance Floor Co technician.
- ☑ Dancing on Clouds hovers above the ground for approx 5-7 minutes for one use.

VINTAGE LETTERS & CO HIRE AGREEMENT

Set out in this contract is the Hire Agreement between Vintage Letters & Co and the Hirer.

These Hire Agreement Conditions apply to the exclusion of any other conditions proposed by the Hirer, unless otherwise agreed by Vintage Letters & Co and the Hirer in writing. Vintage Letters & Co agrees to hire property to the Hirer on terms set out in this document. If the Hirer wishes to hire Equipment the Customer must sign/opt in/accept (or otherwise accept in the manner required by Vintage Letters & Co; paying your deposit confirms you have read, understood and agree to the Hire Agreement and general Terms and Conditions) a Hire Agreement and such other documents as Vintage Letters & Co may require. Each Hire Agreement is not a separate contract but forms a part of this hire agreement between Vintage Letters & Co and the Hirer, together with any, guarantee and indemnity or other contractual documents. Vintage Letters & Co may in its absolute discretion decline to hire Equipment to the hirer at any time if it has reasonable cause to do so.

Changes to these hire agreement Conditions will only apply to Hire agreements entered into after the change occurs.

BETWEEN VINTAGE LETTERS & CO and THE HIRER

1. Interpretation of Words in this Contract;

Hire Charge – The total showing on the hirers Order Received, payable to Vintage Letters & Co.

Property – All items hired by the hirer from Vintage Letters & Co, including but not limited to; Light up letter lights of all sizes and styles, Block letters, Wood letters, Generators, Extension leads, props, staging props etc.

Hirer – Is the customer completing the Hire Agreement and is accepting of the Terms and Conditions of the Hire Agreement

Hire Period – Is only the day the Property is booked out to be hired for and including any prior delivery or collection to that day or hire period..

Hire Contract – Refers to your order received, agreeing to the terms & Conditions and this Hire Agreement

Vintage Letters & Co – The company and owner of the Hire Agreement.

2. Vintage Letters & Co Will:

- a. Allow the Hirer to use the Property for the Hire Period;
- b. Provide the Property to the Hirer clean and in good working order;
- c. Collect the Equipment within 6 business days of being requested to do so by the Hirer.
- d. Reserve the right to set up property in a safe and secure location if the Hirers location is deemed unacceptable.

3. The Hirer Will:

- a. Ensure the Property is kept clean and in good working order (Faulty light globes will not be charged);
- b. Deem the Property to be in good working order and condition once they have taken delivery of the property. The Hirer accepts that any light globes that become faulty during the hire period is not the responsibility of Vintage Letters & Co and no refund will be given, smashed / lost or damaged light globes will be invoiced at the rate of \$5.50ea, lost or damaged 2m extension cords at \$8.50ea, 5m extension cords at \$13.50ea and 25m extension cords at \$47.50ea.
- c. Only operate the property within guidelines of Vintage Letters & Co;
- d. Completely and totally Indemnify Vintage Letters & Co for all injury/ medical condition and/or damage caused or contributed to by the property which incurred as a result of the use of the property during the hire period and at the hired location by the Hirer;
- e. Be solely and completely responsible for the property while in the hirers hire period and be responsible of any injury or damage to the Hirers guests, venue, staff or any other 3rd parties and indemnifies Vintage Letters & Co of any such responsibilities.
- f. Ensure that any person collecting or taking delivery of property on behalf of the Hirer is authorised by the Hirer to do so and the Hirer will not allege that any such person is not so authorised;
- g. Immediately report and accidental damage or be able to show signs of such an attempt to contact Vintage letters & Co;
- h. Ensure the power source has RCD switches fitted to the circuit from which they are operating the property;
- i. Ensure there is adequate power supply for the property. If a generator is required the generator MUST be hired from Vintage Letters & Co in order for Vintage Letters & Co to protect their property,

3.1 The Hirer will not:

- a. Attempt to replace any light globe of any kind;
- b. Rely on anyone other than the hirer to operate the property;
- c. Move the property from the set up location unless approved or advise by Vintage Letters & Co to do so;
- d. Sit on, lean against or stand on any of the Property.
- e. Expose Property to rain or moisture of any kind.
- f. Make any attempt to disassemble the property

4. Payments by the Hirer to Vintage Letters & Co

- 4.1 Immediately on request by Vintage Letters & Co, the Customer will pay:
 - (b) any costs incurred in cleaning or repairing the property;
 - (d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Hirer's use of the property;
 - (f) a late payment fee calculated daily at 10% per month on all amounts owing by the Hirer not paid on time;
 - (i) any expenses and legal costs (including commission payable to a commercial agent) incurred by Vintage Letters & Co in enforcing this Contract due to the Hirer's default.;
 - (k) In the event of theft a police report must be received by Vintage Letters & Co within 1 day of the theft, otherwise the Hirer will be responsible for the cost of replacement of the property.
- 4.2 Without limiting the ability of Vintage Letters & Co to recover all amounts owing to it, the Hirer authorises Vintage Letters & Co to charge any amounts owing by the Hirer to any credit card or account details of which are provided to Vintage Letters & Co.

9. Breach of Hire Contract by Hirer

If the Hirer breaches any clause whatsoever of this Contract, or becomes bankrupt, insolvent or ceases business then;

9.1 Vintage Letters & Co shall be entitled to:

- (a) terminate this Contract; and/or
- (b) sue for recovery of all monies owing by the Hirer; and/or
- (c) Engage the services of a debt collector of Vintage Letters & Co's choosing

10. Disputes

- a. The Hirer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Vintage Letters & Co in writing within 14 days from the date of the Hire Contract. In the event that no communication is received from the Customer within that 14 day period, the Hire Charges are deemed to be accepted by the Customer.
- b. If a dispute arises relating to this Contract, the hiring or the use of the property, the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.

THE DANCE FLOOR CO HIRE AGREEMENT

Set out in this contract is the Hire Agreement between The Dance Floor Co and the Hirer.

These Hire Agreement Conditions apply to the exclusion of any other conditions proposed by the Hirer, unless otherwise agreed by The Dance Floor Co and the Hirer in writing. The Dance Floor Co agrees to hire property to the Hirer on terms set out in this document. If the Hirer wishes to hire Equipment the Customer must sign/opt in/accept (or otherwise accept in the manner required by The Dance Floor Co; paying your deposit confirms you have read, understood and agree to the Hire Agreement and general Terms and Conditions) a Hire Agreement and such other documents as The Dance Floor Co may require. Each Hire Agreement is not a separate contract but forms a part of this hire agreement between The Dance Floor Co and the Hirer, together with any, guarantee and indemnity or other contractual documents. The Dance Floor Co may in its absolute discretion decline to hire Equipment to the hirer at any time if it has reasonable cause to do so.

Changes to these hire agreement Conditions will only apply to Hire agreements entered into after the change occurs.

BETWEEN THE DANCE FLOOR CO and THE HIRER

1. Interpretation of Words in this Contract;

Hire Charge – The total showing on the hirers Order Received, payable to The Dance Floor Co.

Property – All items hired by the hirer from The Dance Floor Co, including but not limited to; Dance Floors, Generators, Extension leads, props, staging props etc.

Hirer – Is the customer completing the Hire Agreement and is accepting of the Terms and Conditions of the Hire Agreement

Hire Period – Is only the day the Property is booked out to be hired for and including any prior delivery or collection to that day or hire period.

Hire Contract – Refers to your order received, agreeing to the terms & Conditions and this Hire Agreement

The Dance Floor Co – The company and owner of the Hire Agreement.

2. The Dance Floor Co Will:

- a. Allow the Hirer to use the Property for the Hire Period;
- b. Provide the Property to the Hirer clean and in good working order;
- c. Collect the Equipment within 6 business days of being requested to do so by the Hirer.
- d. Reserve the right to set up property in a safe and secure location if the Hirers location is deemed unacceptable.

3. The Hirer Will:

- a. Ensure the Property is kept clean and in good working order (Faulty property will not be charged);
- b. Deem the Property to be in good working order and condition once they have taken delivery of the property. The Hirer accepts that any property that becomes faulty during the hire period is not the responsibility of The Dance Floor Co and no refund will be given;
- c. Only operate the property within guidelines of The Dance Floor Co;
- d. Ensure the set up location can support the load bearing capacity of the property.
- e. Accept the fact that uneven ground can cause unwanted steps, misalignment and trip hazards and the Hirer takes responsibility for requesting to have the property installed in that location and completely indemnifies The Dance Floor Co of any injury or damage incurred because of the requested property location including point; f., g., h., in section 3. of this contract.
- f. Completely and totally Indemnify The Dance Floor Co for all injury and/or medical condition and/or damage caused or contributed to by the property which incurred as a result of the use of the property during the hire period and at the hired location by the Hirer, the Hirers guests, venue staff, intoxicated persons, disabled persons or any other 3rd party;
- g. Acknowledge that The Dance Floor Co is not responsible for any injury to any parties during the Hire Period and indemnifies The Dance Floor Co of any such injuries by any such party;
- h. Be solely and completely responsible for the property while in the hirers hire period and be responsible of any injury or damage to the Hirers guests, venue, staff or any other 3rd parties and indemnifies The Dance Floor Co of any such responsibilities.
- i. Ensure that any person collecting or taking delivery of property on behalf of the Hirer is authorised by the Hirer to do so and the Hirer will not allege that any such person is not so authorised;
- j. Immediately report and accidental damage or be able to show signs of such an attempt to contact The Dance Floor Co;
- k. Ensure the power source has RCD switches fitted to the circuit from which they are operating the property;
- l. Ensure there is adequate power supply for the property. If a generator is required the generator MUST be hired from The Dance Floor Co in order for The Dance Floor Co to protect their property,

3.1 The Hirer will not:

- a. Attempt to replace or repair the property in any way;
- b. Rely on anyone other than the hirer to operate the property;
- c. Move the property from the set up location unless approved or advise by The Dance Floor Co to do so;
- e. Expose Property to rain or moisture of any kind.
- f. Make any attempt to disassemble the property

4. Payments by the Hirer to The Dance Floor Co

- 4.1 Immediately on request by The Dance Floor Co, the Customer will pay:
 - (b) any costs incurred in cleaning or repairing the property;
 - (d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Hirer's use of the property;
 - (f) a late payment fee calculated daily at 10% per month on all amounts owing by the Hirer not paid on time;
 - (i) any expenses and legal costs (including commission payable to a commercial agent) incurred by The Dance Floor Co in enforcing this Contract due to the Hirer's default;
 - (k) In the event of theft a police report must be received by The Dance Floor Co within 7 days of the theft, otherwise the Hirer will be responsible for the cost of replacement of the property.
- 4.2 Without limiting the ability of The Dance Floor Co to recover all amounts owing to it, the Hirer authorises The Dance Floor Co to charge any amounts owing by the Hirer to any credit card or account details of which are provided to The Dance Floor Co.

9. Breach of Hire Contract by Hirer

If the Hirer breaches any clause whatsoever of this Contract, or becomes bankrupt, insolvent or ceases business then;

9.1 The Dance Floor Co shall be entitled to:

- (a) terminate this Contract; and/or
- (b) sue for recovery of all monies owing by the Hirer; and/or
- (c) Engage the services of a debt collector of The Dance Floor Co's choosing

10. Disputes

- a. The Hirer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to The Dance Floor Co in writing within 14 days from the date of the Hire Contract. In the event that no communication is received from the Customer within that 14 day period, the Hire Charges are deemed to be accepted by the Customer.
- b. If a dispute arises relating to this Contract, the hiring or the use of the property, the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.