



## VINTAGE LETTERS & CO GENERAL TERMS AND CONDITIONS

- 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 \$50 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](mailto:info@vintageletters.co)
- 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 and New Years after hours fees are \$250). Limited access charges will apply for stair only access or locations long distances away form delivery point, minimum charge is \$70.
- You will receive an email with your booking confirmation within 7 days following the received deposit.
- 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 and other property with florals, candles 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. Any damage or staining that requires Professional cleaning or repair you will be invoiced for the associated costs.
- If a 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.
- 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.
- 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.

# 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:

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

### 3. The Hirer Will:

- Ensure the Property is kept clean and in good working order (Faulty light globes will not be charged);
- 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;
- Only operate the property within guidelines of Vintage Letters & Co;
- 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;
- 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.
- 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;
- Immediately report and accidental damage or be able to show signs of such an attempt to contact Vintage letters & Co;
- Ensure the power source has RCD switches fitted to the circuit from which they are operating the property;
- 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:

- Attempt to replace any light globe of any kind;
- Rely on anyone other than the hirer to operate the property;
- Move the property from the set up location unless approved or advise by Vintage Letters & Co to do so;
- Sit on, lean against or stand on any of the Property.
- Expose Property to rain or moisture of any kind.
- 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:
  - any costs incurred in cleaning or repairing the property;
  - 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;
  - a late payment fee calculated daily at 10% per month on all amounts owing by the Hirer not paid on time;
  - 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.;
  - In the event of theft a police report must be received by Vintage Letters & 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 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:

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

### 10. Disputes

- 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.
- 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.