

IVORY LANE

»»» °°° EVENTS °°° «««

Client Details

Please fill in this form and return it with the signed quote and completed Terms & Conditions of Hire.

Personal Information

Client Name/s:

1. _____
2. _____

Address:

City: _____ State: _____ Postcode: _____

Home Phone: _____

Mobile/Client 1: _____ Mobile/Client 2: _____

Work: _____

Contact Email: _____

Event Details:

Date of Event: _____ No. of Guests: _____

Location of Event

Address (including property name – if any): _____

City: _____ State: _____ Postcode: _____

Venue Contact Person: _____

Venue Contact Email: _____ Venue Contact Phone: _____

Event Start Time - Ceremony: _____ Reception: _____

Hirer/s Initials: _____

The After Company PTY LTD Trading as Ivory Lane Event Styling & Hire .

ABN: 77 634 603 900

m: 0427 199 144 e: enquiries@ivorylaneeventstyling.com.au w: ivorylaneeventstyling.com.au

Site Information:

Is site area level? (Event Tents Only) Yes No

What is the zoning classification of your site? _____

Are there any underground services in proposed site area? Yes No

If *yes*, please specify the location and type _____

Is there adequate vehicle (small truck, large trailer, car) access close (within 20m) to proposed site? Yes No

Is Delivery or Personal Pickup of hire items required?

(some items are not available for DIY setup or Pickup)

Please specify: DELIVERY (by Ivory Lane) PICKUP (DIY Pickup)

If Delivery Required:

Desired Delivery Date: _____ (please ensure is applies with our 3 day hire terms)

Desired Delivery Time: _____ AM PM

If Pickup Required:

Desired Pickup Date: _____ (please ensure is applies with our 3 day hire terms)

Desired Pickup Time: _____ AM PM

Any other information/details we may need to know regarding your event:

Notes:

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Terms and Conditions for The After Company PTY LTD trading as: Ivory Lane Event Styling & Hire

Ivory Lane Event Styling & Hire and/or Ivory Lane Event Tents provides goods and services to clients subject to these Terms and Conditions. The Client must read these Terms and Conditions carefully as they apply to all sales and services provided by Ivory Lane Event Styling & Hire Pty Ltd ('Ivory Lane').

1. Quotations

- 1.1 All quotes provided to the Client will expire within 14 calendar days from the date of issue. Ivory Lane reserves the right to adjust prices in any quotation once the expiry period has passed and if required will issue a new quote. Items are hired on a 'first in, first served basis' and a quotation does not guarantee the availability of any or all items. The offer to provide goods and services in accordance with the quote is not binding until Ivory Lane have confirmed acceptance of the order and a deposit is paid.
- 1.2 By Submitting an order following a quotation you accept the offer to sell and the price comprised in the written quotation.

2. Damage Waiver

A damage waiver is applicable to the hire of Ivory Lane event tents, \$2,500.00 for large tents and \$500.00 for small tents. This charge will be held by credit card or cash deposit and refunded in full once the event has been completed and the event tents are returned or collected and deemed in the same condition as when hired (fair wear and tear accepted). This waiver is to cover the hire of a replacement marquee or tent where our event tents have been booked and cannot not be used due to damage incurred by misuse or mistreatment of the event tents during the Client's designated hire period.

3. Deposits/Invoices/Payment

- 3.1 A minimum deposit of 30% of the agreed order price ('Invoice') is required to secure all Client bookings.
- 3.2 All deposits paid to Ivory Lane will be deducted from the Client's Invoice and are non-refundable once a booking has been made and confirmed by Ivory Lane.
- 3.3 **Progressive payments** for booked services and Invoices are required by Ivory Lane as follows:
 - 3.3.1 30 % of the Invoice to be paid as a deposit where the booking is made 7 to 12+ months from the event to hold services and/or items for selected event date.
 - 3.3.2 A further 20% of Invoice is payable on or before the date 6 months prior to the event date.
 - 3.3.3 A further 20% of Invoice is payable on or before the date 3 months prior to the event date.
 - 3.3.4 The final 30% of the Invoice must be paid in full, 14 days prior to the event date.
- 3.4 Bookings made with Ivory Lane within 6 months prior to the event date require a 50% non-refundable deposit to secure the services and/or hire items.

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- 3.5 Bookings made with Ivory Lane within 14 days prior to the event date or where the invoice totals \$500.00 or less must be paid for in full at the time of booking. The full Invoice must be paid in order for the booking to be confirmed and goods released.
- 3.6 Progressive payments are non-refundable after each progressive payment increment has been made to Ivory Lane.
- 3.7 Any changes to bookings or Invoices must be made at least 1 month prior to the event date. Please see Cancellations & Variation of Orders for more information.
- 3.8 All Invoices must be paid 14 days before the event or hire date and prior to the release or delivery of any goods or services by Ivory Lane.
- 3.9 Ivory Lane will accept payment of Invoices by way of cheque, cash, direct deposit, or eftpos/credit card. Credit card payments are available over the phone or at Ivory Lane Headquarters. Cheques and money orders must be received no later than 21 days prior to the Client's event or hire date. All prices are quoted in Australian Dollars and include GST.
- 3.10 **An additional 15% surcharge will apply to Invoices when:**
- 3.10.1 **goods or services are provided for a three day hire period which includes a public holiday (ie long weekends); and/or**
 - 3.10.2 **Ivory Lane is required to collect or deliver goods on a public holiday.**
- 3.11 **An additional 10 % surcharge will apply to Invoices where goods and services are provided for an event that takes place on a Sunday.**

4 Cancellations and variation of orders

- 4.1 To cancel an order or Invoice Ivory Lane requires a minimum of 14 days written notice prior to the event date otherwise full payment of the Invoice is due and payable.
If 14 or more days' notice is provided Ivory Lane will retain the non-refundable 30% deposit.
Where the Client is making payments of an Invoice by progressive payment and cancels a booking or Invoice Ivory Lane will retain all payments made prior to the date of cancellation in accordance with clauses 3.3 and 3.6.
- 4.2 If an event is cancelled which results in the cancellation of the booking and Invoice within 14 days from the event date the full Invoice amount is non-refundable and will be forfeited to Ivory Lane.
- 4.3 No refunds will be issued due to bad weather.
- 4.4 Written notice can be provided by way of email or letter from the Client which refers to the Invoice.
- 4.5 No variation of an order will result in a reduction of an agreed Invoice by more than 10%. If the Client requests to vary an order and the original agreed Invoice is reduced by more than 10% the Client agrees they must pay 90% of the original agreed Invoice before the goods or services are provided, regardless of the variation requested.

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5 Weather Conditions

Ivory Lane reserves the right to dismantle their event tents if the forecasted weather poses a risk to the integrity of the tent and to prevent damage to the tents. In the event that this should occur and the tents are unable to be re-erected due to continuing weather events, Ivory Lane accepts no responsibility for the disruption this may cause to the Clients' event and no refund will be given. Ivory Lane will endeavor to work with the Client to help arrange a suitable alternate location for the event, however will not be responsible for any resulting payment for the alternate location.

6 Delivery/Setup

- 6.1 Some items, including large furniture, incur a delivery surcharge due to their size and weight. The Client will be advised of the surcharge at the time of booking and this will be included in the quote and Invoice.
- 6.2 There is no charge for pick-up of items by the Client from Ivory Lane, however, large furniture, reception chairs, reception tables and 'ceremony packages' are unavailable for pick up at this time and must be delivered by Ivory Lane.
- 6.3 Additional fees will be charged to the Client for installation of equipment, delivery and collection. These fees will vary depending upon the distance travelled from Ivory Lane headquarters, the amount of equipment hired, amount of setup required and installation time. The Client will be advised of these fees once all equipment has been decided upon and the fees included in the Invoice. These fees may be subject to change should the Client make variations or changes to the amount of equipment hired or the amount to be setup. Unless a setup fee has been charged and agreed upon by Ivory Lane, Ivory Lane is not responsible for the setup of hire equipment.
- 6.4 The Client must provide Ivory Lane with a site contact name and number (on page 1 of this form) that can be called on the day of delivery. Drop off access must be arranged by the Client prior to goods arriving. In some cases Ivory Lane may request assistance from the Client to lift furniture on delivery, however any assistance provided is done so at the Client's own risk.
- 6.5 If setup is required by Ivory Lane the Clients are responsible for providing and allowing sufficient time and access to the venue or event location for set up.

7 Pickup

Clients will pick up hired equipment or items from the Ivory Lane warehouse the day prior to the event, unless otherwise arranged. The name/s and contact details of the person collecting the hired equipment must be provided by the Client prior to collection and the person or persons receiving the hired equipment must provide their details to Ivory Lane. Identification may be requested.

Client's must arrange a time with Ivory Lane for pick up to ensure the warehouse is open and a staff member is present. Large items and furniture are not available for pick up unless otherwise stated.

8 Hire Period

All fees and charges are based on a strict **3 DAY HIRE PERIOD** (which includes pick up/delivery the day before the event and return/ pick up the day after the event). If you require the hire items for a longer period of time, this can be arranged at the time of booking and will depend on the availability of the goods. Additional daily charges will apply. A quote for any additional hire period will be provided at the request of the Client. **If items are not returned within the hire period, the client will be liable for additional hire fees calculated on a daily basis. The Client agrees that such additional fees will be deducted from the Client's security deposit and any outstanding balance invoiced.**

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9 Returns

It is the responsibility of the Client to **ensure all crockery, glassware and linen is CLEANED after use, and goods must be re-packaged exactly as delivered** otherwise the Client will be charged an additional laundering fee. **If items are not returned, or are broken upon return, the Client may be charged a replacement fee for such items.**

10 Security Bond

- 10.1 Some goods and items available for hire require a security bond due to the antique nature and replacement cost of the hired item. The bond is utilized if whilst in the Client's possession the hired items are damaged, broken, stolen, or unaccounted for upon return. The security bond amount will be determined based on the final Invoice cost and is due 14 days prior to the event together with final payment. Payment of the security bond must be made via pre authorization on a valid credit card. The security bond will be refunded when all hire items are returned and are in the same condition they were hired in.
- 10.2 In the event items are returned damaged, broken, stolen or are unaccounted for the costs to replace, repair any damages, breakages and any professional cleaning costs required will be deducted from the Clients security bond. Any remaining bond will be returned to the Client within 7 days.
- 10.3 If the amount owing for damaged, dirty or non-returned items exceeds the security bond held, the Client agrees to pay the difference within 14 days of being provided by Ivory Lane an amended security bond invoice.
- 10.4 Ivory Lane reserves the right to charge to the Client's credit card any outstanding charges that relate to the Invoice and booking including but not limited to charges relating to loss and damage referred to in clause 12.
- 10.5 **The security bond is calculated based on the Client's total invoice amount and hire items required. The Client will be advised of the security bond amount when a final order is confirmed and is due and payable at the time of the Clients final Invoice payment. A minimum security bond required of \$50.00 is required on all orders.**

11. Misuse of Equipment

Ivory Lane will not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, or misuse or abuse of the hire equipment by the Client and the Client agrees to keep Ivory Lane indemnified in respect thereof.

12 Loss and Damage of Equipment

- 12.1 Ivory Lane must be notified immediately of any equipment loss or damage during the hire period. The Client indemnifies Ivory Lane in respect of all such loss or damage. The Client must pay Ivory Lane on demand:
- 12.1.1 the current replacement cost of the equipment if any equipment is lost or damaged beyond repair;
 - 12.1.2 the cost of all repairs if the equipment is damaged;
 - 12.1.3 extended hire fees where no notice is given to Ivory Lane of a lost item/s. It will be deemed as extended hire until such time as the item/s are returned. Hire fees will continue until notice is given or equipment found and returned to Ivory Lane.

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13 Receipts

Whilst Ivory Lane does its best to ensure each item has been correctly included on the Invoice it is the Client's responsibility to check the itemised receipt to confirm all goods have been delivered. If item/s are missing from a Clients order and are shown on the receipt it is the Client's responsibility to inform Ivory Lane immediately.

14 Responsibilities of the Hirer/s

Unless an agreement is made with Ivory Lane in advance, all items are for indoor use only (excepting tents). Any items used outside are done so entirely at the Client's risk. **In no event should the goods be used or left outside in the weather overnight. Any damage or loss occasioned as a result is entirely at the risk of the Client.**

15 Insurances

15.1 Ivory Lane insurance does not cover items once they have been collected by the Client and left the Ivory Lane warehouse located at, 3 Cameron Avenue, Kingswood, NSW, 2340. The Clients are responsible for maintaining all appropriate insurance policies, covering public liability, casualty and property insurances in amounts necessary to fully protect Ivory Lane and the goods against all claims, loss, or damage. These policies are to be made available to Ivory Lane employees upon request.

15.2 Ivory Lane is not to be held liable for any damage, personal injury or loss that may occur before, during or after the event hire period or as a result of the use of any hire equipment. The Client takes all responsibility once the hired items have left the Ivory Lane premises.

16 Public spaces

Ivory Lane does not accept responsibility for the approval or non-approval of Local Council Beach or Park applications. Applications to the council as well as abiding by the council rules and regulations are the sole responsibility of the Client's. Ensuring all outdoor/indoor event set-ups are in accordance with the Local Council, or a venues rules and regulations is the responsibility of the Client.

17 Fines

In the event that Ivory Lane is issued with a fine due to the instructions of the client, the fine will be payable by the client.

18 Social Media & Marketing

Ivory Lane reserves the right to use images taken by Ivory Lane employees of any Ivory Lane work for promotional material or use on Ivory Lane social media and websites, which includes the setup of hire equipment.

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The Client accepts and understands that all hire items are in a used condition (unless stated otherwise) and therefore some items show reasonable signs of wear and tear given they are continual hire items.

I/We _____ acknowledge and agree to these terms and conditions provided by Ivory Lane Event Styling & Hire Pty Limited.

I/ We will meet the standards of equipment use and hire, and take sole responsibility for any loss, theft, injury, breakage or damage for goods hired from Ivory Lane Event Styling & Hire Pty Ltd, and agree to pay for the replacement, repair or treatment of affected items in accordance with these terms and conditions.

I/We also acknowledge Ivory Lane Event Styling & Hire Pty Limited including its officers, employees or agents will not be liable to any person whether in contract, tort, under statute or otherwise for any fines, injury, loss, damage, death, economic loss whatsoever suffered by any person whether consequential, direct or indirect, caused or connected with the use of the goods hired.

Signed: 1. _____ Date: _____
2. _____ Date: _____

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