



Tap That Hire Terms & Conditions

Terms used:

“Our” or “Company” refers to Tap That Hire.

“You”, “Your”, “Hirer” or “Customer” refers to YOU, the customer, company or organisation who organised hire.

“Representative” refers to a Tap That Hire employee or any persons or company contracted or assigned by Tap That Hire.

1. Any equipment hired or booked from Tap That Hire forms part of our terms and conditions of hire or rental, and the **Hirer** agrees to these terms and conditions upon booking any equipment. All payments must be cleared into our financial account via Direct Deposit before any goods are delivered, likewise COD payments must be made on Delivery. Credit Cards only available via request prior to delivery, no mobile payment facilities available.

2. Cancellation of bookings; a full refund of your booking price will be given if your booking is cancelled with 7 or more days notice given. Any cancellations within 7 days of the Function Date will forfeit \$50. **All cancellations must be given by email from the original hirer** and will take affect from the date on the email. We require this process to cover both parties.

3. Tap That Hire has the right to assign any hire agreement to a third party, being any persons, company or organisation appointed by **Tap That Hire** in respect of this agreement, however any such assignment will in no way affect the **Hirers** rights under this agreement nor will it affect the item/s hired or the hire prices.

4. The hire period will last from the time of delivery until the time of pick up, which will be discussed and agreed between the **Hirer** and **Tap That Hire**. If the **Hirer** does not present the machine/equipment to **Tap That Hire** or a representative of **Tap That Hire** on the date when the equipment hired has been agreed to be returned or picked up, the **Hirer** will incur an additional hire period and any further charges based on the original hire prices. The original hire charges will be incurred on all full or partial days beyond the end of the rental period until the equipment is returned.

5. The **Hirer** will return or have ready for collection the equipment to **Tap That Hire** in the same good condition as received. If the equipment is damaged before the **Hirer** returns it, the **Hirer** will be responsible and liable for the cost of repair, up to the replacement cost of the equipment. If the equipment is damaged, lost or stolen before the **Hirer** can return it or before **Tap That Hire** collects it, the **Hirer** will pay **Tap That Hire** its replacement cost. Furthermore, the **Hirer** agrees they will be responsible for any loss of income on any damaged/lost or stolen equipment caused by the **Hirer** at the current daily hire charge rate until ALL outstanding invoices are paid in full. The **Hirer** also agrees that all machines/equipment supplied is suitable for the purpose in which it was hired for, and that the **Hirer** will only accept delivery upon being satisfied that the machine/equipment is fit for purpose and undamaged. Your Credit Card (if used when booking) will



be deducted if you are liable for any damage or replacement cost of any equipment as per our Terms and Conditions.

6. Tap That Hire reserves the right to replace your designated machine at any time if the original machine is deemed to be faulty and not working. The customer accepts that if a back up machine is required due to fault of the original machine, a different model of machine not shown on our website or publicised may be used.

7. Tap That Hire reserves the right not to set up any equipment or machine if the environment is deemed to be unsafe or unsuitable for the machine and/or our driver to set up, this can be due, but not limited to if the location is not safely accessible due to stairs, elevations and steep descents, free roaming dogs on the property or reasons to believe that our driver or equipment could be at risk or abused.

8. If the **Hirer**, a friend of a **Hirer** or any other persons help our driver or representative to move or set up the machine, this is at the customers or customers friends decision and we do not accept any responsibility whatsoever if the customer, the customers friend or any other persons known by the customer for injuries to themselves in any way.

9. All consumable products supplied within a hire package are whole and complete or within their original packaging at the time of delivery with the exception of confectionary. No consumables are processed by Tap That Hire.

10. All our machines and products are supplied non-alcoholic and if the customer adds alcohol into our machines they assume responsibility for the responsible service of alcohol if they add alcohol to our non alcoholic premix or to our machines.

11. If the power supply is not suitable to keep the machine running, the **Hirer** will still be required to pay the full amount.

12. Tap That Hire reserves the right to change or adjust prices due to seasonal fluctuations. Bookings are not guaranteed until final payment is received.

13. Our free delivery service covers an area of **35kms from the Bracken Ridge**, any deliveries required outside this zone will incur additional travel and toll charges.

14. The **Hirer** agrees on booking to advise **Tap That Hire** if there is steep terrain, stairs, uneven ground, high-rise delivery or any such obstacles that may hamper, impede or put any persons in danger whilst delivering so we can make arrangements for delivery. **Tap That Hire** reserves the right not to deliver any equipment if this information is withheld either purposely or accidentally from us.

15. The **Hirer** must provide a standard power as needed for each of our hire equipment. Our machines **MUST** be on their own power outlet and not connected to any power boards with other appliances.

16. All bookings are subject to availability and receipt of payment.

17. The laws in each state shall govern this agreement. Address for any legal proceedings brought in connection with this hire contract shall be in QLD.



18. The **Hirer** agrees to defend, indemnify, assume liability for and hold **Tap That Hire** harmless from any and all claims, demands, damages, losses, lawsuits, proceedings, penalties, expenses or any other liabilities including attorney fees and court costs, arising out of or resulting from the use of any equipment or machine, regardless of the basis.

19. The place of delivery as advised by the **Hirer**, and the placement of any of our machines or equipment within the advised delivery address is where our machines or equipment **MUST** remain, our machines or equipment under **NO** circumstances should be moved from their original point of placement. If our machine/s or equipment has been moved additional charges may apply as we have to have our technicians check the machine over for any displacement within our machines or equipment.

20. The **Hirer** cannot transfer this contract to any other person/s or party without the prior written consent of **Tap That Hire**.

21. Any changes to the original hire agreement/contract must be in writing and signed by both the **Hirer** and **Tap That Hire**. Oral agreements are non-binding. The latest agreement/contract supersedes all previous contracts between the **Hirer** and **Tap That Hire** for the specific hire listed. This agreement binds and benefits the heirs, successors and assignees of the parties.

22. 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.

I _____ of _____ on this day
_____ agree to the terms and conditions set out above as per Tap That Hire.

Signature.

Witness Name and signature.
