



TERMS & CONDITIONS OF HIRE

OUR COLLECTION

Most of the hire items in the Your Cup of Tea Vintage Hire collection are vintage and pre-loved (very few items we have purchased brand new). These pieces have been carefully curated, and hand selected to ensure the majority of the hire collection is not only full of beautiful, genuine vintage items aged 30 years or over, but also so the pieces are in excellent, useable condition. All china is made in England – there are no imitation or replication pieces – and along with our glassware for hire - are free of chips and cracks.

DEFINITIONS

The 'Hire Company' is Your Cup of Tea Vintage Hire.

The 'Hirer' refers to any individual, firm or corporation hiring equipment or that appoints services from the 'Hire Company'.

The 'Equipment' refers to all items of crockery, cutlery, glassware, props and any other items supplied to the 'Hirer' by the 'Hire Company' as listed on the provided quote/invoice.

The 'Event Date' is the day of the event supplied by the 'Hirer' to the 'Hire Company'.

The 'Hire Period' is the total time the 'Hirer' will have in their possession the 'Equipment' for hire, as agreed with the 'Hire Company', including from delivery or DIY collection until pick up or DIY drop-off.

HIRE

The hiring of Equipment is done on a first-to-book basis.

To secure Equipment for your event, the deposit needs to be paid at the time of booking confirmation. Should this not be done, the Hire Company has the right to hire any items to another Hirer.

Hiring of Equipment includes a 4-day Hire Period and will begin from the commencement date specified by the Hire Company and shall be collected or returned to the Hire Company by the date specified by the Hire Company. Any extension of the period needs to be agreed to by the Hire Company and may incur additional fees.

QUOTES

Your quote is valid for 30-days.

BOOKINGS

A 30% deposit of the total hire cost is required at the time of booking (outlined in the invoice). By paying the deposit, the Hirer understands and agrees to the Terms and Conditions of Hire.

Final payment of the remaining 70% shall be paid no later than 14 days prior to the Event Date.

Should the final payment not be made 14 days prior to the Event Date, the Hire Company reserves the right to no longer supply any items for the event. No deposit will be returned should this occur. If the booking is made 14 days or less from the event date, the full amount is due at the time of booking.

Full payments must be made before delivery or DIY collection takes place.

Payments can be in cash, bank transfer or credit card via Square.

Please note: A credit card surcharge of 2.2% will be added to the total amount payable when you make a payment with a credit card.

Any request for a change to the Event Date must be made in writing 14-days in advance of the original Event Date and is subject to availability.

CANCELLATIONS

The Hirer may cancel an order at any time though a cancellation fee will occur should the booking be cancelled within 30 days of the Event Date (see fee schedule below).

No cancellation by the Hirer is valid unless it is acknowledged in writing by the Hire Company.

Fee schedule for cancellations:

- 31+ days written notice from the start date of the Hire Period: Full 30% deposit refunded
- 15 – 30-days written notice from the start date of the Hire Period: 50% of 30% deposit refunded
- 4-14 days written notice from the start date of the Hire Period: No refund on 30% deposit available
- Less than 3 days written notice from the start of the Hire Period: 70% of total hire order retained by the Hire Company (as hire items will already be packed).

The deposit is 30% of the total hire value (as per invoice).

If the booking is made within 14 days of the event and is cancelled in this time, 30% of the total hire order is still payable.

INSPECTION

As part of the Hire Company's stringent quality assurance process, all Equipment is checked, counted and cleaned prior to dispatch. It is the Hirer's responsibility to check all of the ordered Equipment on delivery or collection and the Hirer must notify the Hire Company of any breakages or missing items within 6 hours of receiving them. The Hirer acknowledges that it is aware of the proper use for which the Equipment are designed, and it has inspected the items hired and expressly agrees that the Equipment is:

- In clean condition;
- In satisfactory working order;
- Fit for the purpose; and
- Of a quality and specifications as ordered.

HIRER'S OBLIGATIONS

The Hirer will:

- Bear responsibility for the Equipment from the time of its delivery or DIY collection into the possession of the Hirer until collection by or return to the Hire Company.

- Where necessary be responsible in obtaining the necessary permits and/or plans and pay such fees as may be required to use the hire items.
- Upon delivery or DIY collection of the Equipment, examine it to be satisfied as to its condition, suitability and fitness for the purpose to which it requires the hire items. It is the Hirer's responsibility to notify the Hire Company should the hire items not be in a satisfactory condition within 6 hours of receiving the hire items. Otherwise any damage or uncleanliness of hire items shall be deemed the Hirer's responsibility.
- Pay all extra cartage costs should the Hirer alter its delivery requirements prior to, during, or after delivery of the Equipment.
- Not remove the Equipment from the location designated at time of booking, and must not sub-hire, part with possession or part with control of the Equipment without the Hire Company's written permission.
- Use the Equipment in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed.
- Ensure all Equipment is returned or ready for collection in a clean, dry and properly packed condition and if being collected, is readily acceptable. The Hirer must pay all cleaning and drying costs and for any damage resulting from not properly drying, cleaning or packing the hire items.
- Comply with any written instructions given to the Hirer or accompanying the Equipment.

DAMAGE WAIVER

Breakages are not very common, but from time to time, accidents do happen. A Damage Waiver charge of 5% of the total value of the hire will be automatically included on the invoice.

Once the Equipment has been delivered or collected, the Hirer cannot change their mind regarding acceptance of the Damage Waiver. The Damage Waiver only covers those items listed on the invoice.

The Damage Waiver does NOT cover the following:

- Damage of breakage caused by the use of the Equipment other than the use for which it is designed and intended;
- Theft of the Equipment;
- Damage or breakage of the Equipment caused by fire, storm or accident;
- Damage to the Equipment caused by neglect or vandalism;
- Cleaning charges;
- Lost or missing items;
- Failure to return the Equipment;
- The Equipment whilst in transit, if being carried by the Hirer, or an employee, contractor or agent of the Hirer;
- The Equipment after the expiration of the Hire Period, unless an extension is requested by the Hirer and an additional fee paid; and
- Damage caused by disregard for instructions given to the Hirer by the Hire Company in respect of the proper use of the hire items.

Replacement costs will be charged if any of the above apply, which is three times the hire amount excluding teapots and prams.

Teapot and pram replacement charges will be as per current market value.

The Hirer shall protect the Equipment from the elements during the time of hire. In poor weather conditions, storage of the Equipment may be necessary and is the responsibility of the Hirer to see

that the Equipment is stored safely. Any Equipment damaged from weather is the full responsibility of the Hirer and shall be paid at full replacement cost to the Hire Company.

RETURNING ITEMS

The Equipment shall be supplied to the Hirer in a clean and well maintained condition, as well as safely packaged for transit if DIY collected. The Equipment must be returned in the same condition and packaging as they were provided to the Hirer. Please take care of the goods as if they were your own.

To minimise excess handling, the Hire Company requests that the Hirer does not wash the tableware, crockery, glassware and tea ware – simply remove any excess food and liquid with paper towels or rinse in warm water – do not wash in dishwashers – then repack in the packaging provided. The Hire Company will complete a full clean and damage inspection upon return.

It is important that the Hirer retains all packaging for re-packing at the event's conclusion.

With hired table linen, please replace in the packaging provided unwashed. The Hire Company will organise a professional dry clean to preserve their quality.

CANDLESTICK HOLDER HIRE

Soy wax or beeswax candles are preferred to reduce damage and minimise cleaning time post-event. If different candles are used, a cleaning fee of \$200 will be charged for cleaning expenses at the Hire Company's discretion.

VINTAGE LINEN & PICNIC BLANKETS

The tablecloths, napkins and picnic blankets in the collection are pre-loved. As such, some do bear minor marks and general wear and tear. All linen and blankets will come freshly laundered and pressed (tablecloths and napkins only), while picnic blankets will be provided following a professional dry clean. A cleaning charge will be included in the invoice if any vintage linen or blankets are hired.

MINIMUM HIRE

For DIY collection and return, a minimum hire of \$50 is required. Orders \$100 or more qualify for the delivery and collect service to locations within 2 hours of Port Macquarie only (delivery fees not included).

DELIVERY/COLLECTION OF EQUIPMENT

The Hire Company is based in King Creek and services the mid-North Coast of New South Wales. The Equipment are available for DIY collection and return at the Hire Company's premises in King Creek at an arranged time at no extra cost.

Delivery of Equipment to a specific event location is available to Port Macquarie and regional locations within 100km of Port Macquarie and will incur a delivery charge as follows:

- Within 25km of Port Macquarie (maximum of 50km total for round trip) - \$23.50
- Within 26-50km of Port Macquarie (maximum of 100km total for round trip) - \$47.00
- Within 51-75km of Port Macquarie (maximum of 150km total for round trip) - \$70.50
- Within 76-100km of Port Macquarie (maximum of 200km total for round trip) - \$94.00.

This fee is subject to change should the Hirer change the location for delivery of the items hired.

PLEASE NOTE: The Hire Company does not install or set up Equipment or pack down post-event.

LIABILITY

All Equipment are the responsibility of the Hirer from the time of delivery or DIY collection until they are returned to the Hire Company. Any losses will be charged to the Hirer. The Hirer shall respect and protect the Equipment during the Hire Period including the time of delivery, use, storage or waiting period before collection or DIY return.

The Hire Company shall in no way be held responsible or accountable for any damage, injury, death or loss of income caused to the Hirer, any third parties or properties due to the hire of Equipment or provided services by the Hire Company.