

The AussieShop Swag Hire

Terms and Conditions

1. Definitions

In these terms and conditions

- (a) “the Company” shall mean The AussieShop of Heathencote Cottage, Heathencote, Towcester, Northants, NN12 7LE , UK.
- (b) “the Customer” shall mean any person, firm or company who hires Equipment from the Company.
- (c) “the Equipment” shall mean any and all products hired by the Company to the Customer.
- (d) Any typographical, clerical error or omission in any information, sales literature, quotation, price list, invoice or any other document issued by the Company shall be subject to correction without any liability on the part of the Company.

2. Equipment Hire

- (a) All Equipment hired to the Customer remains the property of the Company at all times.
- (b) A quotation for hire does not constitute a confirmed order.
- (c) Orders placed with the Company shall not be binding on the Company or deemed accepted by it unless full payment has been received and a delivery date confirmed.

3. Deposit and Hire Charges

- (a) A refundable deposit amounting to the full purchase price of the Equipment hired is payable in addition to the hire charges.

4. Hire Periods

- (a) A weekend shall mean three consecutive nights.
- (b) A week shall mean seven consecutive nights.

5. Delivery and Collection

- (a) The Equipment will be delivered and collected for return via a courier company nominated by the Company.

- (b) The Company accepts no liability whatsoever for any loss or damage of whatever nature and howsoever arising, which may be suffered by the Customer as a result of any failure on the part of the Company or the Company's nominated courier to deliver the Equipment on or within the dates and times specified at the time of booking.
- (c) Delivery will be deemed to have been completed when the Equipment has been delivered to the delivery address specified at the time of booking.
- (d) Collection will be deemed to have been completed once the Company's nominated courier has collected the hire equipment from the address specified at the time of booking.
- (e) The Customer agrees to pack the equipment in the packing it was delivered in and make it ready for collection and return at the appointed time. In the event that a collection is aborted because of the Customer's failure to make the Equipment ready for collection at the appointed time and / or in the original packing the Customer agrees to be responsible for the courier's abortive fee.

6. Risk and Liability

- (a) Risk and liability associated with the hired Equipment passes to the Customer on delivery to the address specified at the time of booking.
- (b) The Company accepts no liability, whether directly or indirectly to the Customer or to any third party arising from the hire or use by the Customer of the Equipment (save for claims arising from the negligence of the Company causing personal injury or death) or resulting from the Customer's misuse of the Equipment.

7. Damage and Replacement of Equipment

- (a) Loss of the Equipment by the Customer during the period of hire will result in the Customer's deposit being forfeited.
- (b) The reasonable cost of repairing any damage caused to the Equipment by the Customer will be deducted from the deposit.
- (c) In the unlikely event that hired Equipment is found to be defective in any way the Customer must immediately telephone the Company and report the defect and the Company will arrange for the defective Equipment to be collected.
- (d) The Customer must not attempt to make any repairs to the Equipment.
- (e) Variations in colour or pattern of the Equipment hired to those shown in sales literature or on the Company's website will not constitute a defect.

8. Variations of Equipment

- (a) The Company will endeavour to supply the Customer with the Equipment ordered however where this is not possible, the Company will notify the Customer as soon as possible with the details of alterations to the design and specification of the Equipment.
- (b) Although every attempt will be made to supply the Equipment requested for hire by the Customer on occasion this may not be possible. In such circumstances a full refund of all payments made by the Customer will be provided.

9. Cancellation

- (a) An Order for hire of Equipment may be cancelled without charge providing the Customer cancels the Order for the hire of the Equipment at least 24 hours before delivery.
- (b) If cancellation of the hire of Equipment occurs less than 24 hours before the time of delivery then a charge for the costs of the courier will be deducted from the payment made by the Customer.
- (c) No refund will be available in the event that the Customer cancels the hire agreement after delivery.
- (d) Without prejudice to any other rights or remedies available to the Company, the Company shall be entitled to cancel or suspend the hire agreement in the event of the Customer:
 - (i) Failing to pay the full cost of hire together with the required deposit 48 hours before delivery is to take place.
 - (ii) Misuses the hired Equipment.

10. Third Parties

For the avoidance of all doubt the effect of The Contracts (Rights of Third Parties) Act 1999 is excluded.

11. Force Majeure

The Company shall not be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party.