9. Breakdown or defect
9.1 The Hirer must inspect all goods and notify Having A Party of any deficiency within 24 hours of delivery. Any shortages not notified within this time shall be deemed to have been satisfied.
9.2 Breakdowns or defects in the goods resulting from:
(a) a natural disaster; or
(b) a failure to follow the manufacturer’s instructions.
9.3 If repair is impracticable and if replacement goods are not available, the proportional charge for broken or defective goods will be credited to the Hirer’s or Party’s account whatever the Hirer or Party in connection with such deficiency.
9.4 The Hirer must ensure that from hire charges nor any similar shall be allowed or admitted by Having A Party:
(a) for stoppages due to causes beyond Having A Party’s control, knowledge or obligations under these Terms including, without limitation, bad weather or Site conditions or,
(b) the Hirer not informing Having A Party of any defect in the goods immediately it occurs.
9.5 The Hirer must not attempt or carry out to effect any repairs or to modification of the goods or otherwise thereof.
9.6 Having A Party is not responsible under these Terms or otherwise for and does not warrant that it holds expertise for assessing Site conditions or related issues such as damage or stability of the Site and it shall remain the Hirer’s responsibility solely.

10. Default and termination
10.1 If the Hirer:
(a) breaches any of the Terms;
(b) goes into liquidation, voluntary or compulsory winding up of its business, making
(c) If the Hirer:
(d) the Hirer unpacking, setting out, repacking and cleaning the goods and their being returned in a good, clean and condition;
(e) the Hirer fails to pay any outstanding amounts.
10.2 On termination, the Hirer must immediately return or make the goods available for collection failing which Having A Party may enter upon such premises and remove, transport and store all or any part of the goods and make the payment for all reasonable charges and, if not paid, Having A Party may sell the same for account of the Hirer in such manner as Having A Party shall think fit.
10.3 Having A Party reserves the right to seek compensation for any resulting damages or losses or any delay or expenses or any other expenses or any costs or expenses whatsoever arising therefrom. Further, the Hirer hereby irrevocably authorises Having A Party to enter such premises and this authority shall be binding upon the Hirer and the Hirer will indemnify Having A Party from and against any loss or damage or any cost or expense or any liability whatsoever arising therefrom, having a Party and any other party.

11. Limitation and exclusion
11.1 Having A Party warrants that it shall have no liability to any person in connection with the use of or any other dealings with the goods by the Hirer or any third party.
11.2 Failure by Having A Party to enforce any of these Terms shall not be construed as a waiver of any of Having A Party’s rights.
11.3 If any term is unenforceable it shall be read down so as to be enforceable, or if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.

12. Miscellaneous
12.1 The force majeure of Victoria from time to time governs the Terms and the parties agree to the nonexclusive jurisdiction of the Courts of Victoria, the Federal Court of Australia, and of Courts entitled to hear appeals from such Courts.
12.2 Failure by Having A Party to enforce any of these Terms shall not be construed as a waiver of any of Having A Party’s rights.
12.3 If any term is unenforceable it shall be read down so as to be enforceable, or if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.

13. Damages and the Damage Waiver Fee
13.1 The evidence of Having A Party’s right to charge the Damages and Damage Waiver Fee to the Hirer includes:
(a) Upon payment by the Hirer of the Damage Waiver Fee all costs associated with repairs due to normal wear and tear, and any accidental damage sustained to any item of Equipment during the hire period are waived.
(b) Clause (a) only applies where that cost is equal to or less than 10% of the hire costs of that piece of equipment.
(c) The Hirer remains responsible for all costs in excess of that amount.
(d) Clause (a) only applies where that cost is equal to or less than 10% of the hire costs of that piece of equipment.
(e) The Hirer has hired Equipment from the Owner for one event or exhibition; or the Equipment has been hired under one more than one of those Contracts.
(f) Clause (a) does not limit the Hirer’s liability for failure to return the Equipment.
(g) Clause (a) does not apply to, and the Hirer remains responsible for, loss or damage occurring to the Equipment.
(h) breach of any statutory laws or regulations in connection with the use of the Equipment by the Hirer.
(i) breach of misuse, abuse, wotful or malicious acts, negligent or reckless use or overloading of the Equipment;
(j) breach of duty and/or negligence for given to the Hirer by the Owner in respect of the proper use of the Equipment or in conjunction with the manufacturer’s instructions if supplied with the Equipment at the time of delivery.

Where having A Party has designed, drawn or created goods for the Hirer, for designed or made any enhancement or modification thereto, it reserves all right to ownership of any such plans and drawings and shall remain vested in and remain vested in Having A Party, and shall only be used by the Party subject to at Having A Party’s discretion.

Terms & Conditions are available on our website at www.havingaparty.net.au

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