



Term & Conditions

1. Interpretation

- a) "Company" means Hike Hire (ABN 14 582 754 647)
- b) "Customer" refers to the person named as the hirer on the tax invoice.
- c) "User" means any person using the equipment during the period of hire, whether the Customer, their invitees or others, that are in, have access to or otherwise utilise the equipment.
- d) "Equipment" is the equipment provided by the Company to the Customer for use during the period of hire.
- e) "Damage Deposit" is a refundable deposit amount paid on booking to pay for loss, damage or late return of equipment to the Company and to secure adherence with the obligations below.

2. The Company agrees to:

- a) Provide the equipment for use by the Customer and their Users for the period of hire, as set out on the tax invoice.
- b) Provide the equipment in good working order.

3. The Customer agrees to:

- a) Pay the total cost of hire and refundable Damage Deposit on booking.
- b) The Customer acknowledges that Damage Deposit will be refunded within seven (7) days of end of period of hire, subject to any loss or damage to the Equipment. The Customer will be liable for the cost of any loss or damage exceeding the amount of the Damage Deposit. Details of any loss or damage will be provided to the Customer.
- c) The Customer accepts that the Damage Bond will be retained and refunded after the Company has been able to assess that the equipment has been returned to the Company free of damage or loss or claim, otherwise such bond is to be refunded to the Customer within 7 days, unless notice of a claim for damage or loss has been made by the Company to the Customer in writing during that period;
- d) The Company reserves the right to deduct from the Damage Deposit, the cost of any unpaid hire fees, repairs or replacement costs incurred due to damage or loss sustained.
- e) Regardless of whether it is the Customer or their User responsible for any damage or loss, the Customer has ultimate responsibility for the equipment;



(f) The brands, colours, appearance, sizes and other aspects of the Items shown on the Website may vary slightly from the actual Items you receive;

(g) The Customer is required to supply all other tools, equipment or materials that the Customer requires to complete the Activities and are solely liable for such materials;

(h) The Company makes no warranties that the Items in your Order will satisfy all of your requirements during the Activities;

(i) The Customer must only use the Items for their intended purpose;

(j) The Customer must follow the instructions for the Items;

(k) The Customer must notify The Company of any damage to, or issues with, the Items as soon as possible upon Delivery of the Items and record evidence of such damage, including photographs (failing which, such damage or issues will be deemed to have been caused by the Customer);

(l) the Items are manufactured by third parties and, as such, the Company does not provide any warranties or guarantees regarding the Items; and

(m) in respect of any consumable products in the Items, you are fully responsible for ascertaining and confirming that:

(i) they meet the dietary or other health requirements for you and any other individuals that intend to consume such Items;

(ii) you and any other individuals who intend to consume such Items are not allergic to, or otherwise unable to eat, them; and

(iii) you and any other individuals who intend to use such Items are not allergic to, or otherwise unable to use, them.

4. The Order:

The Customer agrees and acknowledge that:

- The Company displays Items on the Website, which constitutes an invitation to place an order for advertised items;
- The Customers placement of an Order for any Items constitutes an offer to purchase and/or rent such Items;
- upon submitting your Order, you will nominate:
 - the Hire Period if your Order contains Equipment Rental;
 - The Users if your Order contains Equipment Rental;
 - the Nominated Address, contact number, email for the Customer;
 - The name of the Community/School Group is applicable and;
- your offer is not accepted by The Company until:



- The Company receives the full price for all Items in your Order, plus delivery costs; and
- The Company sends you a confirmation for the Order, and
- in the event that, after your offer is accepted, The Company advises that they are not able to provide certain Items, then:
 - The customer may choose replacement Items, at the same value; or
 - The Customer may choose to be refunded the price paid for those Items that The Company is not able to provide; and
 - you release The Company from all claims and liability relating to such unavailability.
- If you place an Order for Delivery to an address that is someone else's place of residence or business you must obtain their consent before providing The Company with their personal information and, by placing an Order, you confirm to The Company that you have done this
- Please ensure that you enter all information carefully when placing an Order. You warrant to The Company that all information provided by you in relation to each Order is complete, true and accurate.
- Please check your Order carefully (including the quantities ordered) before submitting it as Orders may not be able to be changed or cancelled once the Order has been accepted by The Company. The Company will use reasonable endeavours to cancel or change the Order if it has not already been Dispatched but makes no representation that it will be able to do this.
- Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), The Company will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of your Order information being incomplete or inaccurate or as a result of being unable to change or cancel your Order once it has been accepted by The Company, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

(j) Where you place separate Orders the Items will be delivered separately and a separate delivery fee may apply to each Order.

5. Cancellation / Reschedule Policy

a) In the event the booking is cancelled by the Customer, any hire costs will be surrendered as follows:

i) Damage Deposit paid will be refunded in total;

ii) 10% of the cost of hire will be forfeit if the Customer gives notice of cancellation to the Company less than five (5) days prior to the commencement of the period of hire. In the event that the Customer reschedules the booking for a later date, this 10% will be discounted from the rescheduled booking fee;

iii) 100% of the cost of hire will be refunded if the Customer gives notice of cancellation to the Company more than five (5) days prior to the commencement of the period of hire;



5. The Equipment

- a) The Customer is fully responsible for the Equipment for the duration of the period of hire.
- b) The Customer will be responsible for all expenses, losses, damages, and/or claims suffered during the period of hire arising from any negligence, omission or fault of the Customer and/or any such claims, or reimburse the Company for any losses or damages to the Equipment, regardless of who caused the damage during the period of hire.
- c) The Customer agrees not to use any naked flame in, or within four (4) metres of Tent and bedding equipment.
- d) The Customer agrees to immediately report any theft of the Equipment to the local Police Service and to the Company.
- e) The Customer agrees to use the Equipment for purposes only that accord with the laws of the jurisdiction in which the site is located.
- f) The Customer agrees not to deface or tamper with the Equipment including, but not limited to, affixing any object to the Equipment.
- g) The Customer agrees no smoking is permitted within four (4) metres of the Equipment.
- h) The Customer agrees no animals, including pets, are permitted within two (2) metres of the Equipment.
- i) The Customer acknowledges the Equipment is not suitable for children under the age of eighteen (18) years without the immediate supervision of a responsible adult.
- j) The Customer agrees that all Equipment will be returned by the return date and time provided by the Company. The standard rate of weekly hire may otherwise be applied until equipment is returned, such additional hire fee, or part thereof, can be deducted from the Security Bond.
- k) If the Customer wishes to extend the hire period, the Customer agrees to notify the Company a minimum of 2 days before the original return date, or as soon as the Customer is aware of the requirement for the extended period. The Company will charge the additional hire fees upon confirmation of the extended booking.

6. Title to Goods

- a) At all times the Company retains title to all the Equipment.
- b) The Customer will not sub-let, sell or profess to sell, part with possession, or otherwise deal with the Equipment, or any part thereof, nor part with possession of any of the Equipment for the duration of the period of hire.

7. Coupon codes



(a) The Company may offer Coupon Codes from time to time.

(b) Only one Coupon Code can be used on an Order.

(c) In the event that The Company determines that a Coupon Code has been wrongly copied, distributed or otherwise misused, The Company reserves the right to cancel, modify or suspend the Coupon Code Code, or cancel the related Order, at its discretion.

(d) The Company makes no guarantees or representations regarding Coupon Codes and is released from any liability arising in relation to them or their failure.

8. Gift Vouchers and Credits

The Company may elect to offer gift vouchers and/or credits from time to time, subject to any conditions that The Company determines, in its absolute discretion, including conditions relating to:

(a) expiry dates; and

(b) prohibiting using offers or discounts in conjunction with other offers or discounts.

9. COVID-19 Health & Safety

a) Whilst COVID-19 restrictions are in place, the following will apply and the Customer will accept all responsibility for all compliance with State and Federal restrictions for all hire periods

b) Customers and Users must adhere to all current Federal and State restrictions and guidelines prior to, during and following the period of hire as advised on www.healthdirect.gov.au.<... class="MsoNormal" style="margin: 0cm; font-size: medium; font-family: "Times New Roman", serif; caret-color: rgb(0, 0, 0); color: rgb(0, 0, 0); font-style: normal; font-variant-caps: normal; font-weight: 400; letter-spacing: normal; orphans: auto; text-align: start; text-indent: 0px; text-transform: none; white-space: normal; widows: auto; word-spacing: 0px; -webkit-text-size-adjust: auto; -webkit-text-stroke-width: 0px; text-decoration: none;">c) The Company reserves the right to place restrictions on User capacities when using the Equipment to ensure compliance with relevant guidelines

d) Customers and Users agree to follow any capacity restrictions.

j) The Company will ensure that all Equipment is sanitised before and after the period of hire.

l) Should a booking be cancelled due to Federal or State Government COVID-19 restrictions hire fee will be refunded to the Customer within 14 (fourteen days) of the date of cancellation. This overrides the cancellation policy as outlined in Clause 9 above.