



www.mdjcastles.com.au

PHONE: 0405 933 304

Terms & Conditions

Terms used:

“Our” or “Company” refers to MDJ Castles

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

“Representative” refers to a MDJ Castles employee or any persons or company contracted or assigned by MDJ Castles

1. Any equipment hired or booked from **MDJ Castles** 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..

2. . **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. **MDJ Castles** has the right to assign any hire agreement to a third party, being any persons, company or organisation appointed by **MDJ Castles** 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 **MDJ Castles**. If the **Hirer** does not present the machine/equipment to **MDJ Castles** or a representative of **MDJ Castles** on the date when the equipment hired has been agreed to be returned or picked up, the **Hirer** will incur an additional day or days hire charge/s 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 **MDJ Castles** 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 lost or stolen before the **Hirer** can return it or before **MDJ Castles** collects it, the **Hirer** will pay **MDJ Castles** 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. v 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. MDJ Castles reserves the right not to set up any equipment or machine if the environment is deemed to be unsafe 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 our Cocktail Slushie machines and premium mixes 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.

10. If our cocktail slushie machine does not freeze due to the environment it has to be placed in (e.g. cramped area, no ventilation, and non-air conditioned area) or if the power supply is not suitable to keep the machine running, the **Hirer** will still be required to pay the full amount.

11. MDJ Castles reserves the right to change or adjust prices due to seasonal fluctuations.

12. Our free delivery service covers an area of **20kms from the Blacktown**, any deliveries required outside this zone will incur additional charges.

13. The **Hirer** agrees on booking to advise **MDJ Castles** 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. **MDJ Castles** reserves the right not to deliver any equipment if this information is withheld either purposely or accidentally from us.

14. The **Hirer** must provide a standard power as needed for each of our hire equipment

15. All bookings are subject to availability.

16. The laws in each state shall govern this agreement.

17. The **Hirer** agrees to defend, indemnify, assume liability for and hold **MDJ Castles** 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.

18. 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.

19. The **Hirer** cannot transfer this contract to any other person/s or party without the prior written consent of **MDJ Castles**.

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

21. 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.