Xoxo Party Co Terms and Conditions
**EVENT AND PARTY HIRE AGREEMENT**

**Please read through our FAQ’s on our website and all hire item descriptions to make sure suitable for your event prior to booking.**

The following Terms and Conditions must be accepted by the “Hirer” prior to hiring any equipment. By Placing the order, the hirer is agreeing to these terms and conditions.

**Payment**

 A 50% Deposit is required to secure your booking. The balance of the invoice is to be paid 7 days prior to event date. Items cannot be reserved until the deposit payment has been received. The hirer is responsible to review each individual product on our website and read product descriptions to ensure it is suitable. We do not require a bond however if any hire items are damaged the hirer will be liable to pay a replacement fee.

**Delivery/Setup**

Delivery location and times will be communicated upon booking. Location of where our set up will be in the venue needs to be decided prior to the delivery. We recommend backdrops to be placed on a wall and they must be in a clean and safe area. Once they are positioned these are not to be moved by any personnel other than our Xoxo team. Our hire items are not to be used by other third parties. If you have arranged hire or to use anything in conjunction with our items, please communicate at the time of booking as we will have instructions if anything is be hung off our walls etc.

**Safety and Liability**

The Hirer agrees that the use of the hire items carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks associated with the products and services offered or supplied by the Owner.
The Hirer shall have the responsibility of all risks and liabilities for, and in respect of, the Equipment and for all injuries to or deaths of persons and any damage to property.
The Owner is at no time liable for any risks or liabilities resulted from to the usage of the Equipment, products or services supplied and is not liable for any injuries to or deaths of persons at any time. The Hirer is responsible to organise any licenses or permits if required for any hire items which are displayed and used in any public places. Children and intoxicated adults must be supervised if around our hire items. No climbing or jumping etc. No animals are to be in the area of our items to prevent damage.

**Weather conditions**
The Hirer accepts that all hire items are not suited in bad weather conditions and understands that xoxo may refuse use of items in particular areas if deemed unsafe.
It is the hirers responsibility to have a plan B in case of inclement weather (including windy conditions).

**Photos and Social Media**
The hirer consents to Xoxo Party Co Events using any pictures for marketing purposes.
Any photos or videos of our hire products taken during the event that you share, may be included on our social media pages. Please advise us if you wish for photos not to be used/displayed.

**Damage or Loss**
The Hirer shall be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred, except for fair wear and tear, during the hire period.
The Hirer is liable for the payment of the replacement value or cost of repairing the equipment if damaged.
The Hirer agrees that if the equipment is damaged or missing, the replacement fee will be issued and paid within a 2-week timeframe.
The Owner & Staff members quality check hire items on a regular basis to ensure there are no issues or delays with any bookings. However, the Owner acknowledges items may fail due to circumstances out of their control and the hirer exempts the owner from responsibility in these instances.