



# MDC CREATIONS TERMS & CONDITIONS

The following terms and conditions must be accepted by the “hirer” prior to **MDC CREATIONS** making the goods or services available to the “hirer”.

## **1. Basis of Contract**

- 1.1 Unless otherwise agreed in writing by **MDC CREATIONS** and the Hirer, these terms and conditions shall be the only terms and conditions on which **MDC CREATIONS** will provide the goods and/or services to the Hirer.
- 1.2 These Terms are deemed to be accepted by the Hirer on payment of a booking deposit.
- 1.3 The Terms apply exclusively to every contract for the hire of goods and supply of services by the Hirer from **MDC CREATIONS** cannot be varied or supplanted by any other terms without the prior written consent of **MDC CREATIONS**.
- 1.4 A written quote provided by **MDC CREATIONS** to the Hirer regarding the proposed hire of goods is valid for 7 days of issue date and is an invitation only to the Customer to place an order based upon that quote. Any terms in **MDC CREATIONS'S** quote form part of the Terms of the Contract and if inconsistent will prevail.
- 1.5 Goods hired shall at all times remain the property of the Owner (**MDC CREATIONS**).

## **2. Hire Charges and Delivery**

- 2.1 Amount quoted is for use of the goods for the period of time stated in the contract.
- 2.2 Unless otherwise specified, any delivery and pick up quotation assumes:
  - (a) Delivery, and pick up of goods being provided during ordinary hours of 8am to 9pm;
  - (b) Any delivery and pick-ups outside ordinary delivery hours will incur an extra surcharge.
  - (c) 15% Public Holiday surcharge applies to all deliveries on public holidays.
  - (d) Delivery being made to street level;
  - (e) Grounds or floors being level and clear;
  - (f) If delivery is required to higher ground level, we must be notified before deposit is paid as extra surcharge may apply.

## **3. “Pick up” / Dry Hire Items**

- 3.1 hire items are only selected items which are advised via quotation email unless otherwise approved by **MDC CREATIONS**
- 3.2 “Pick Up”/ Dry hire items are to be picked up on the Friday 10am – 4pm and must be returned on the Monday 10am – 4pm. Late fees of \$30 per day apply for items not returned on time.
- 3.3 A security bond applies to all dry hire orders. The bond is calculated based on the value of the items hired.
- 3.4 Security bond paid in cash on pick up and is returned in cash.
- 3.5 Client must ensure that items are not damaged during transport. We recommend that clients have vehicles that are appropriate for the items being picked up.
- 3.6 The Hirer agrees to pay for all products lost, destroyed, stolen, damaged or unreturned.
- 3.7 Damages to items whilst in clients responsibility, will be charged to client and deducted from security bond. If replacement cost is greater than the security bond held, client will be billed for the remainder of the balance.
- 3.8 Replacement costs will be paid to **MDC CREATIONS** based on the current pricing and availability of the items on the market.
- 3.9 All reimbursements shall be paid by the Hirer within 48hrs of the drop off of all items and maybe subject to late fee/extension fee if overdue.

#### **4. Invoicing, Payment and Bonds**

4.1 Payment for hire of goods and services must be made by:

- (a) Full Payment or 30% Deposit of the total invoice on ordering within 7 day of invoice issue date; and balance 7 days prior to delivery date. For Dry Hire, security bonds can be paid in cash on pick up.
- (b) Deposits are non refundable and cannot be exchanged for a credit note.
- (c) Delivery cannot be confirmed unless full payment has been received 7 days prior to event.
- (d) Items will not be held without a deposit or full payment. Hirer has 7 days within invoice issue date to secure items with 30% deposit or full payment.
- (e) If order placed less than 7 days from event date, then payment in full is required within 48 hours from invoice issue date.
- (f) If discount is offered on the order, terms and conditions applied to the promotion must be met.

4.2 The Hirer agrees to pay any expenses incurred or loss suffered by the Owner as a result of breach by the Hirer of its obligations pursuant to these Terms (including legal and debt recovery costs).

#### **5. Variation and Cancellation**

5.1 If through circumstances beyond the control of **MDC CREATIONS**, **MDC CREATIONS** is unable to provide goods, then **MDC CREATIONS** Hire may:

- (a) Make changes to the goods provided that the end performance is not materially prejudiced; or
- (b) Cancel any order (even if it has already been accepted) by notice in writing.

5.2 The Hirer may cancel an order but will forfeit all booking deposits. For orders cancelled 14 days prior to the event date, the balance of the invoiced fee is due in full.

5.3 Any item removal or deductions from invoice must be made at least 2 weeks prior to the hire date. Variations made within 2 weeks will incur the hire charge. Additions can be made at any time and are subject to availability.

#### **7. Damage to Equipment**

7.1 The Hirer is responsible for any loss or damage to the equipment for any reason whatsoever except loss or damage which is caused by reasonable wear and tear.

7.2 The Hirer agrees to pay for all products lost, destroyed, stolen, damaged or not returned to **MDC CREATIONS**

7.3 Damages to items whilst in clients responsibility, will be charged to client and deducted from security bond. If replacement cost is greater than the security bond held, client will be billed for the remainder of the balance.

7.4 Replacement costs will be paid to **MDC CREATIONS** based on the current pricing and availability of the items on the market.

#### **8. Privacy & Information**

8.1 Suppliers must comply with their own privacy policies and with all applicable privacy laws in the collection and use of individuals' personal information collected as a result of an enquiry made to a Supplier from the Website.

#### **9. Dessert Orders**

9.1 Storage; Fondant (the soft icing covering the cookie) is not designed to be refrigerated and as such cookies with this icing should be stored in a cool dry place, preferable in the box they were supplied in. Refrigeration may cause colours to run/bleed. Please keep all cakes and figurines out of direct sunlight. Failure to store the cake correctly may result in colours fading, cracks or melting.

9.2 Damage; Once any orders have been handed over to the customer, we then take no responsibility for any damages or issues to your order after this has occurred. **MDC CREATIONS** strive to provide above and beyond quality for all our customers and ensure we hand over high standard quality products.

9.3 Viewing; The end of the week, when orders are being completed, is a very busy time in the studio. Please do not request images of cakes prior to pickup/delivery, we don't offer this service. Thank you for your understanding,

9.4 Photographs; **MDC CREATIONS** reserves the right to take and use photographs of your order, before, during and after set up, to use for marketing, advertising, and promotional purposes, without compensation to you.

9.5 Variations from pictured items; Please understand if a picture/image is supplied, then in some cases it may be necessary to change a colour or vary a product from the picture as certain items may be unavailable from time to time. We are not copy cat decorators, and can only try to replicate what we can, within our limits.

9.6 Refunds; As each cookie is unique, so too, are your special requirements and concerns surrounding your order. If there is an issue with your order please note that you must airtight seal your dessert immediately and return it to us on the next business day if we are to consider any refunds at all.

Full Name:
Contact Details:
Signature:
Date: