

Hire Agreement ABN 54758361051

Definitions

1. Equipment means any item of party and event equipment listed in the Schedule to this agreement including accessories.

2. Hire agreement

The Owner shall let and the Hirer shall take on hire equipment. The Owner and the Hirer are entering into this master agreement to provide for the hiring of all equipment requested by the Hirer.

If the Hirer wishes to hire equipment, the Owner will require the Hirer accept a copy of the Tax Invoice/receipt and delivery docket(s) as a Schedule detailing the equipment to be hired and the date of hire.

This master agreement provides for the terms of each such hire. Each Schedule shall not constitute a separate hire agreement but shall be read together with and form part of this master agreement incorporating all of the provisions of this master agreement. The agreement shall include the terms and conditions attached.

Terms and Conditions

1 Hire of equipment

1.1 The hiring of the equipment will commence from the commencement date specified in the Schedule and continue for the term specified in the Schedule.

1.2 The hirer is entitled to use the equipment for the hire period until the collection or return date indicated on the Schedule. Any extension of the hire period must be agreed to by the owner.

1.3 In the case of marquee hire, the hirer agrees to notify the owner of any underground cables, pipes, drains, tanks or similar before installation (**1100 DIAL-BEFORE-YOU-DIG**).

2 Payment for rental

2.1 The hirer agrees to pay the owner the hire fee and any damage waiver fee specified in the Schedule for the equipment for the hire period including any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire.

2.2 The owner may agree to make equipment delivery and collection arrangements to and from the hirer's site and the hirer will pay to the owner any charges and expenses incurred in such delivery, installation and/or collection.

2.3 The owner reserves the right at any time without notice to revise the hire charges.

3 Use, operation and maintenance

3.1 The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.

3.2 The equipment shall not be used by anyone other than the hirer without the express permission of the owner.

3.3 The hirer will ensure that all persons operating or erecting the equipment are instructed in its safe and proper use.

3.4 The hirer agrees to operate, maintain, store and transport the equipment in a proper manner and where required strictly in accordance with any instruction provided by the owner and with due care and diligence.

3.5 The hirer agrees that the equipment will only be used for its intended purpose.

3.6 The hirer shall ensure the equipment is returned to the owner clean of all foreign matter or agrees to a reasonable cleaning fee being charged by the owner.

4 Hirer's warranties

The hirer warrants that:

(i) the hirer's vehicle is suitable for towing or transporting the equipment if required;

(ii) the hirer will not, without prior written consent of the owner, tamper with, repair or modify the equipment in any way, or permit another to do so;

(iii) the hirer will notify the owner immediately upon delivery or installation if the equipment does not comply with its description, is not in merchantable condition or is not fit for the hirer's purpose and if no such notification is given, the hirer agrees that the equipment is in suitable and acceptable condition for the hirer's purposes.

(iv) the hirer will notify the owner immediately upon delivery or installation if the equipment received is not clean or in good working order, and if no such notification is given the hirer agrees that the equipment has been received by the hirer clean and in good working order.

(v) the hirer will not in any way part with possession of the equipment, nor assign this hire contract, nor remove the equipment from the State without the prior approval of the owner.

5 Indemnity

5.1 To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

5.2 Without limiting clause 5.1 of this agreement, the hirer agrees that to the full extent permitted by law, no warranties are given by the owner in respect of the equipment. Any liability of the owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the equipment or the cost of resupplying the equipment, at the discretion of the owner.

6 Loss, damage or breakdown of equipment

6.1 The hirer will 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.

6.2 The hirer is liable for the payment of the new list price of any equipment not returned to the owner.

6.3 If there is a breakdown or failure of the equipment the hirer shall notify the owner immediately for the appropriate action to be taken.

6.4 The hirer is liable for any damages that result from failure to notify the owner of any underground cables, pipes, drains, tanks or similar before installation of any equipment or structures.

7 Liability

7.1 The hirer will assume 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 howsoever arising from the hirer's possession, use, maintenance, repair, storage or transport of the equipment.

7.2 The Hirer agrees to forfeit any sureties provided if equipment is damaged in any way beyond expected from normal Hire use as agreed.

8 Disclaimer

To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

9 Title to equipment

9.1 The hirer acknowledges that the owner retains title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer agrees that the hirer has no rights to pledge the owner's credit in connection with the equipment.

9.2 The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, the equipment.

10 Completion of the hire period

10.1 The hire period is completed when the equipment has been returned to the owner in the same condition as when it was hired:

(i) on or by the date and time outlined in the Schedule, or

(ii) will be deemed completed upon the agreed pick-up by the owner.

10.2 Where pick-up is agreed the owner will arrange to pick-up the equipment within a reasonable period after a request to do so.

10.3 The hirer agrees to maintain the responsibility for the equipment whilst it is awaiting pick-up.

11 Non-merger

The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

12 Severance

If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

13 Governing law

This agreement is governed by the laws of the State or Territory where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

14 Force Majeure

If the owner is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference or prevention by civil or military authorities or act of war) the owner may give written notice to that effect to the hirer, giving full particulars of such force majeure in which case the obligations of the owner under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The owner shall not be liable for any loss or damage suffered by the hirer as a result of any delays caused by such force majeure events.

15 Security interests and sub-hire

The Hirer must not lease, hire, bail or give possession ('sub-hire') of the equipment to anyone else.

16 Payment Terms

Payment is due 7 days prior to the date of the booked event. Cancellations 3 days prior to the event or more are eligible for a 50% reduction. Cancellations within 2 days of the event are eligible for a 20% reduction, and cancellations the previous or same day are eligible for 10% reduction.

Executed as an Agreement

Hirer

By accepting a quote and/or paying the invoice hirers are accepting the above terms and conditions of hire. In particular I am aware that the hirer is responsible for the safekeeping of the equipment against damage or theft and that the owner's insurance will not cover the hirer, subject to any damage waiver.