



TERMS AND CONDITIONS OF HIRE

The following Terms and Conditions must be accepted by the "Hirer" prior to "The Owner" making the Equipment or services available to the "Hirer".

1. Definitions

The Owner is Profit Drivers Pty Ltd Trading as Perrys Sunshine Coast Event Hire, it's employees, subcontractor and agents.

Hirer includes an agent of the Hirer and agrees to hire the Equipment specified in the Schedule from The owner upon the terms and conditions in this agreement.

Equipment means any item of party and event Equipment supplied by The Owner which has been ordered and/or received by the Hirer.

"**Hire Agreement**" means the agreement between The Owner and Hirer for the hire of the Equipment which includes:

- (a) any Credit Application;
- (b) these Standard Conditions of Hire, and
- (c) any Hire Agreement provided to the Customer by The Owner, whether signed or not.

1. Hire of Equipment

- 1.1 The hiring of the Equipment shall commence from the commencement date specified in the Invoice and continue for the term specified in the Invoice unless otherwise provided herein.
- 1.2 The Hirer is entitled to use the Equipment for the hire period. Any extension of the period must be agreed to by The Owner.
- 1.3 The Hirer agrees to return the Equipment to the address of The Owner on or before the end of the hire period as outlined in the Invoice. Alternatively, it can be made available for collection by agreement.
- 1.4 The Quotation for hire charges is subject to delivery being made to street level within 25m of truck access any further service rendered to the Hirer in respect of delivery may be subject to further charge.
- 1.5 It is the Hirer's responsibility to check that all items are clearly listed on the invoice and that they are present at the time of delivery and collection.

2. Payment for rental

- 2.1 The Hirer agrees to pay The Owner the hire fee specified in the Invoice for the Equipment for the hire period and in addition any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire.
- 2.2 The hire fee must be paid to The Owner prior to or on the commencement date of the hire period. Equipment not returned on time and in accordance with this agreement shall be subject to a continuance of the agreed rental until return is complete.
- 2.3 Payment for hire of Equipment must be made prior to delivery.
- 2.4 Payment may be made by EFTPOS, Bank Deposit, Cheque or Cash. If EFTPOS or Bank Deposit, the "Hirer" must advise The Owner of confirmation of the transfer receipt, prior to the "Equipment" being delivered.
- 2.5 The Owner may require a security deposit to be paid in addition to any Hire fees and may apply the deposit against any amounts payable by the Hirer to The Owner.
- 2.6 It is the responsibility of the Hirer to contact The Owner within 6 weeks of returning the equipment to arrange getting the balance of the bond back.
- 2.7 Credit Card Payments: The Hirer acknowledges that the Owner may impose a charge for accepting payments by credit card.
- 2.8 Early Return of Equipment: If the Hirer wants to return the Equipment before the end of the Hire Period, the Customer will remain liable for all hire and other charges payable to the Owner for the entire Hire Period.
- 2.9 Any other moneys owed by the Hirer to The Owner shall be payable when incurred by the Hirer.

3. Cancellation

- 3.1 If through circumstances beyond the control of The Owner, it is unable to provide the Equipment, then The Owner may:
 - (a) Make changes to the Equipment provided that the end performance is not materially prejudiced; or
 - (b) Cancel any order by notice in writing
- 3.2 The Hirer may cancel an order but shall forfeit any hire fees paid as follows:
 - (a) If booking is cancelled in writing 4 weeks before the function date, The Owner shall make a full refund of any hire fees paid minus a \$50.00 administration fee;
 - (b) Any Bookings cancelled less than seven days of the function date shall forfeit 50% of the total hire fee together with any labour costs incurred by The Owner, plus a \$50.00 administration fee;
 - (c) Cancelled bookings received by The Owner during normal business hours and within 2 days of the function date shall forfeit 75% of the total hire fee, together with any labour costs incurred by The Owner, plus a \$50.00 administration fee.
 - (d) Any booking cancelled on the function date shall forfeit 100% of the total hire fee, together with any labour costs incurred by The Owner, plus a \$50.00 administration fee.

4. Delivery and Collection

- 4.1 The Equipment shall be delivered in a reasonably clean, but not necessarily sterile, state. The Hirer must satisfy itself as to the sterility of any Equipment, from which food or drinks are to be served, prior to use.
- 4.2 The Hirer must allow The Owner representative access to the Equipment at all reasonable times. The Hirer must provide safe and proper access to and at the Site. The Hirer is liable for all injury, loss or damage suffered by The Owner, its employees or agents while at the Site.
- 4.3 The Hirer must pack the Equipment in their respective containers and crates at the end of the Hire Period in a complete, clean and dry state.
- 4.4 If hired Equipment is not so cleaned, the Hirer shall pay The Owner cleaning costs at a rate of \$45.00 per hour plus GST.
- 4.5 The Owner's count and decision as to condition of Equipment prior to dispatch and on return shall be final.

5. Use, operation and maintenance

- 5.1 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.
- 5.2 The Equipment shall not be used by anyone other than the Hirer without the express permission of The Owner in writing
- 5.3 Unless the Hirer uses personnel provided by The Owner for that purpose, the Hirer shall ensure that all persons operating or erecting the Equipment are instructed in its safe and proper use and where required hold a valid Certificate of Competency or are fully licensed to use it.
- 5.4 The Hirer agrees to operate, maintain, store and transport the Equipment strictly in accordance with any instruction provided by The Owner and with due care and diligence.
- 5.5 The Hirer agrees that the Equipment shall only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by The Owner or posted on the Equipment in regard to its operation, maintenance and storage.
- 5.6 The Hirer shall not use or operate, or suffer to be used or operated, any bar-b-que or spit or open flame or other cooking device in, or close to, any marquee hired from The Owner.
- 5.7 The Hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the Equipment and associated operations.
- 5.8 The reasonable cost of fuel or other consumables provided by The Owner and used by the Hirer are to be paid to The Owner at the completion date.

6. Hirer's warranties

- 6.1 The Hirer warrants that:
 - (a) The Equipment shall be used in accordance with the conditions outlined in the Hire Agreement;
 - (b) The particulars in the Hire Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - (c) The Equipment shall not be used for any illegal purpose;
 - (d) The Hirer shall not, without prior written consent of The Owner, tamper with, repair or modify the Equipment in any way, or permit another to do so;
 - (e) The Hirer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose;
 - (f) The Hirer agrees that the Equipment has been received by the Hirer clean and in good working order.
 - (g) The Hirer shall give The Owner full and accurate details of all underground obstructions and rock base, and/or all installations for electricity and water and gas drainage, and other things in/or under site at which hired Equipment is to be erected by the Owner, when such erection is part of the Hire Agreement. If the Hirer fails to properly inform The Owner, or misinforms The Owner, the Hirer shall be solely liable for all damage resulting there from. If the Hirer's failure to properly notify results in delay in erecting hired Equipment, additional erection time shall be paid for by the Hirer to The Owner at a rate of \$45.00 per hour per staff member on site.



7. Indemnity

- 7.1 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.
- 7.2 Without limiting clause 8.1 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 shall not exceed either the cost of repairing the Equipment or the cost of resupplying the Equipment, at the discretion of The Owner.

8. Loss, damage or breakdown of Equipment

- 8.1 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 (e.g. security shall be required to protect the Equipment when in a public place).
- 8.2 The Hirer is liable for the payment of the new list price of any Equipment not returned to The Owner.
- 8.3 If there is a breakdown or failure of the Equipment the Hirer shall notify The Owner **immediately** for the appropriate action to be taken.

9. Insurance

- 9.1 The Owner shall maintain current insurance policies in respect of the Equipment to its full insurable value.

10. Liability

- 10.1 The Hirer shall 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.
- 10.2 Weather is Unpredictable: The Owner's Marquees and Structures have been manufactured for use as temporary structures. For the safety of all occupants, evacuation is recommended if threatening weather occurs, or if there is any doubt concerning the safe use of the marquees/ structures.

11. Disclaimer

- 11.1 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.

12. Title to Equipment

- 12.1 The Hirer acknowledges that The Owner retains title to the Equipment and that the Hirer has rights to use the Equipment only. The Hirer agrees that the Hirer has no rights to pledge The Owner's credit in connection with the Equipment.
- 12.2 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 Equipment or make any addition or alteration to, the Equipment.

13. Repossession and remedies on default

- 13.1 The Owner may retake possession of the Equipment if the Hirer breaches any provision of this agreement, notwithstanding anything else herein contained.
- 13.2 Subject to any other claim The Owner may have, if repossession takes place, The Owner shall only charge the hire fee up to the time of repossession.
- 13.3 All costs incurred by The Owner incurred in repossessing due to a breach are to be paid by the Hirer.
- 13.4 In the case of repossession due to a breach of this agreement the Hirer agrees to grant The Owner permission to enter any premises where the Equipment is situated to disconnect, decommission and/or remove that Equipment.
- 13.5 In addition to The Owner's right to retake possession it is entitled in its discretion, following any breach of any provision of this agreement by the Hirer, to terminate this agreement and/or sue for recovery of any damages or charges or loss suffered by The Owner, and/or to cancel any insurances effective in respect of the Equipment hired.

14. Completion of the hire period

- 14.1 At the discretion of The Owner, the hire period may only be 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 Hire Agreement, or
- (ii) Shall be deemed completed on the date agreed for pick-up by The Owner.
- 14.2 Where pick-up is agreed The Owner shall arrange to pick-up the Equipment within a reasonable period after a request to do so and shall issue the Hirer with a pick-up number.
- 14.3 The Hirer agrees to maintain the responsibility for the Equipment whilst it is awaiting pick-up.

15. Termination and Default

- 15.1. If the Hirer:
- (a) Breaches any term;
- (b) Becomes bankrupt (individual) or insolvent (corporation) Then the Owner may, without prejudice to any other remedy available to it:
- (d) Require immediate payment of all moneys owed by the Hirer to The Owner;
- (e) Charge the Hirer interest on any sum due at the rate of 2% per month, compounding monthly, until the date of payment in full;
- (f) Charge the Hirer for all costs and expenses (including without limitation all legal costs and Expenses on an indemnity basis) incurred by The Owner in enforcing compliance with the Terms or recovering the Equipment;
- (g) Charge the Hirer for the cost of repairing or replacing any lost, damaged or destroyed Equipment;
- (h) Charge the Hirer for subsequent lost hire charges as a result of the Equipment being lost, damaged or destroyed until the Equipment is repaired or replaced;
- (i) Claim damages from the Hirer for breach of the Hire Contract; and/or
- (j) Cease or suspend supply of any further Equipment to the Hirer.
- (k) Offset: The Owner may set-off against any credit owed to the Hirer any amount owing by the Hirer to The Owner.

16. Non-merger

- 16.1 The covenants, agreements and obligations contained in this agreement shall 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 shall remain in force and effect.

17. Severance

- 17.1 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.

18. Governing law

- 18.1 This agreement is governed by the laws of the state of Queensland and each party submits to the exclusive jurisdiction of the Court of that State.

19. Privacy policy

- 19.1 The Owner shall comply with the National Privacy Principles in all dealings with Hirer. Information on our privacy policy is available on request.

20. Disputes

- 20.1 Both The Owner and the Hirer agree that any disputes arising from the hire and use of the Equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.



21. Miscellaneous

- 21.1 The Hirer agrees to ensure that any site specified on the Hire Agreement, shall be clear of all obstructions to allow The Owner to erect, install or place the hire Equipment.
- 21.2 The Owner shall not be liable for any items or objects that are required, or requested by the Hirer, to be moved.
- 21.3 The Owner may seek additional payment for any delay incurred by The Owner while waiting for the specified area to be cleared.
- 21.4 The Hirer agrees not to use streamers, decorations or taping within or near any marquee and shall be responsible for any damage incurred as a result of any such use.
- 21.5 The Owner accepts no liability as to any loss or financial penalty, if due to adverse weather conditions, Equipment installation or collection is considered hazardous.
- 21.6 The Owner is in no way obliged to hire any Plant to the Hirer and may refuse to hire Plant to a Hirer at its absolute discretion, including but not limited to, if the Hirer fails to provide adequate identification or if in the opinion of The Owner, the Hirer's safety is put at risk by providing them with such Equipment.
- 21.7 This edition of these terms and conditions replaces and supersedes all previously issued Conditions of Sale and Hire by the Owner.
- 21.8 Any credit accommodation granted by The Owner to the Hirer may be reviewed at any time without notice. Credit may be withdrawn for Hirer's failing to make payments or use the Equipment in accordance with these terms and conditions and a statement may be issued at that time requiring payment within 7 days of any amount due and owing.

- 21.9 Entire Agreement: The Hire Agreement issued to the Hirer, including these terms and conditions, comprises the entire agreement between the parties. No additional terms and conditions proposed by the Hirer (including any terms contained in any purchase order provided by the Hirer) apply to the hire of the Equipment unless agreed in writing by The Owner and in the matter of the hire these terms and conditions shall prevail.

Signed by the Hirer in Agreement to the above Terms of Hire _____

Date _____

I.D. _____

Notes: _____

Account Client - Y / N
