

## TERMS AND CONDITIONS OF HIRE

1. **Hire rental charges** for equipment are assessed on a time out basis on a daily, weekend, or weekly rate from the time the equipment is contracted to be taken, unless otherwise arranged. Extra rental charges may be made for any hire items not returned before 11.00am on the due date. Rate of charge for overdue goods equals the daily rate x days overdue.
2. All **deposits** collected are non-refundable. All bookings over \$500, unless a credit customer, will require a minimum of a 25% non-refundable deposit due to confirm booking. Until a deposit is received, therefore the hire contract is not confirmed, the requested hire items may become unavailable.
3. No responsibility can be accepted by the owner for **broken, damaged or missing** equipment once the equipment has been accepted by the hirer.
4. **Cleaning fees** will be charged by the owner for all washing and or cleaning of equipment necessitated, where the same or any of it is returned in otherwise than a clean and hygienic condition.
5. The Hirer will be **liable for any loss, theft, damage or destruction** of any Marquee or equipment during the hire period. All equipment beyond repair will be paid for by the Hirer at the market retail replacement price. Damage resulting from negligence or misuse by the Hirer, their guests or any person authorised to use the equipment during the hire period shall not in any circumstances shorten the period of hire. **Payment for any damage** or claim due within 7 days following the incident. If the Owner is required to use insurance, the Hirer will be liable to cover the excess and any additional charges not covered.
6. The owner accepts no responsibility where the equipment is **not collected** by the Hirer (where collection has been urged upon) at the arranged time. Non-collection or late collection in such case shall not affect the Hirers liability to meet the full hireage charges.
7. If the equipment is **not returned** by the Hirer at the agreed time, the owner may arrange to collect all items without notice to the Hirer and the expense in all things the Hirer.
8. All containers and/or fabric bags are to be returned to the Owner. Any missing items will be charged for.
9. The Hirer understands the **Safety Instructions and associated Operations Instructions** given and or made available by the Owner and acknowledges it has been offered. (A site evaluation or site access form has been complete if required)
10. **Goods delivered** by the Owner are delivered to the gate. Extra charged will be made for certain areas. The Hirer authorises the Owner to bring its vehicle onto the property to deliver and to recover the equipment during the hire contract. The Hirer shall be present at the delivery address to acknowledge receipt of delivery of equipment hired, and if not present the Owner may charge the Hirer \$20 per persons per hour while the persons affecting the delivery are waiting of equipment. Pending delivery shall not change the time of commencement of hire.
11. On **pick up** equipment must be packed up in its original form, ready for loading. The Hirer is responsible for all equipment until the items have been removed from site by the Owners.
12. **Hire rental fee and deposit** shall be paid prior to the goods leaving the Owners premises unless otherwise arranged. Deposit and hire fee will be determined by the Owner and agreed on by the hirer prior to the commencement of the hire contract.
13. The Hirer shall forthwith on request by the Owner advise the Owner of the **whereabouts** of the equipment and allow the Owner, its agent or servants reasonable time to inspect and test the equipment and for such purposes. The Hirer hereby gives irrevocable leave and licence to the Owner its agents or servants to take possession of the equipment remove the same and to enter upon any premises where the equipment or any of the same or any part thereof may be.
14. Interest will be charged on all **overdue accounts** at a rate of 2.5% per month on all overdue amounts.
15. All quotes/charges are **inclusive of GST** unless otherwise stated.
16. Collection and solicitors fees to be borne by the Hirer for recovery of equipment or monies.
17. Where the Owner is installing a **Marquee** for the Hirer, the Hirer shall provide the Owner with all required information about the environment including a **underground plan showing drainage, water and electrical power services and any Health and Safety notifications**. If the Hirer does not provide the relevant information or a plan then Owner will not be responsible for any damage to these services.
18. The hirer undertakes to arrange at their own expense all **permits, licences** or other requirements of the relevant local authorities, Government department or agency or other statutory body and further undertakes to indemnify the Owner against any loss or fine imposed on the Owner as a result of any alleged or actual non-compliance with this clause or any term or condition of any such permit or licence.
19. All marquee or gas operated equipment use may require that a **fire extinguisher** is to be included at the Hirer's cost. The Hirer shall be responsible for the cost (if any) of refilling or otherwise making the fire extinguisher if it is used for a purpose other than extinguishing a fire.
20. While the Owner makes every effort to ensure that all marquees areas are as waterproof and weatherproof as practicable, the Owner will not be responsible for any damage or inconvenience caused as a result of water or weather entering into the marquee.
21. While the Owner will use all methods available at the time, the Hirer understands that due to **Health & Safety** protocols items may not be used in **adverse weather** conditions. It is the Hirers responsibility to have a alternative plan if the weather does not permit for the equipment to be safely used.
22. The Owner may **terminate the Contract** by notice with immediate effect if the Hirer fails to comply with the Terms and Conditions of the Hire or any other agreement with the Owner. Or if the Owner believes the equipment may be at risk for any reason whatsoever, including the manner of use, adverse weather or work conditions.