

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

Definitions

Agreement means these terms and conditions and the Hire Schedule.

Equipment means any item, party, event or Equipment listed in the Schedule to this Agreement including accessories.

Hirer is the party hiring the Equipment or obtaining the Owner's services and includes an agent of the Hirer.

Hire Schedule means the schedule attached hereto.

Owner is Bundaberg Party Hire & Spit Roast Catering.

Services means any services offered by the Owner ancillary to the hire of the Equipment.

1. Hire of Equipment

- 1.1 The Hirer agrees to hire the Equipment as specified in the Hire Schedule.
- 1.2 The hiring of the Equipment will commence from the Commencement Date specified in the Hire Schedule.
- 1.3 The Hirer is entitled to use the Equipment for the Hire Period. Any extension of the Hire Period must be agreed to by the Owner.
- 1.4 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 Hire Schedule.

2. Payment of rental

- 2.1 The Hirer agrees to pay the Owner the Hire Fee specified in the Hire Schedule for the Equipment for the Hire Period including any applicable GST, stamp duties, fines, penalties, levies or freight and other charges relevant to this agreement and/or the hire.
- 2.2 The required fees under 2.1 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 will be subject to a continuance of the agreed rental until return is complete.
- 2.3 Payment for the hire of Equipment must be made prior to delivery.
- 2.4 Payment must be made by Cash, Cheque or EFTPOS. If EFT is used then the Hirer must advise the Owner of confirmation of the transfer receipt prior to the Equipment being delivered.
- 2.5 In addition to the Hire Fee the Owner requires a Security Deposit for the sum listed in the Hire Schedule to be paid. The Security Deposit is to be held by the Owner. The Hirer hereby irrevocably authorizes the Owner to apply the Security Deposit against any amounts payable by the Hirer under this Agreement including any costs of any damage to Equipment by the Hirer, its Agents or invitees.
- 2.6 The Hirer agrees to pay to the Owner any additional costs where the amount of any liability under this Agreement or any damage to Equipment is estimated by the Owner to be in excess of the Security Deposit charged.
- 2.7 Any portion of the Security Deposit not applied will be refunded.

3. Cancellation

- 3.1 If through circumstances beyond the control of the Owner, the Owner 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 (even if it has already been accepted) by notice in writing.
- 3.2 The Hirer may cancel an order but may forfeit any Hire Fees paid as follows:

- a) If booking is cancelled before the Commencement Date, the Owner will make a full refund of any Hire Fees paid minus the 20% non-refundable deposit;
- b) If the booking is cancelled 1 week less than the Commencement Date the Hirer will forfeit 50% of the total Hire Fee, including any labour costs as determined by the Owner plus a \$50.00 administration fee.

4. Delivery and Collection

- 4.1 The Equipment will be delivered in a reasonably clean, but not necessarily sterile, state. The Hirer must confirm the sterility of any Equipment, prior to use.
- 4.2 The Hirer must allow any agent or representative of the Owner access to the Equipment at all reasonable times. The Hirer must provide safe and proper access to, around and at the Site.
- 4.3 The Hirer must pack Equipment in their respective containers and crates at the end of the Hire Period in a complete, clean and dry state.
- 4.4 The Owner's count and decision as to the condition of Equipment prior to dispatch and on return shall be absolute and 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, risks and liabilities.
- 5.2 The Hirer agrees that the Equipment will only be used for its intended purpose and in accordance with any instructions or recommendations whether supplied by the Owner or posted on the Equipment in regard to its operation, maintenance and storage.
- 5.3 The Hirer shall ensure the Equipment is returned to the Owner clean of all foreign matter or agrees to pay a reasonable cleaning fee, as ascertained by the Owner, to the Owner.
- 5.4 The reasonable costs of fuel or other consumables provided by the Owner and used by the Hirer are to be paid to the Owner at the end of the Hire period.

6. Hirer's warranties

- 6.1 The Hirer warrants that:
 - i) The Equipment will be used in accordance with the conditions outlined in this Agreement;
 - ii) The particulars in this Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - iii) The Equipment will not be used for any illegal purpose;
 - iv) The Hirer will not, without prior written consent the Owner, tamper with, repair, or modify the Equipment in any way, or permit another to do so;
 - v) The Hirer agrees that the Equipment has been received by the Hirer in clean and good working order.

7. Indemnity

- 7.1 To the full extent permitted by law the Hirer releases, discharges and indemnifies the Owner from all claims and demands arising out of or in connection to the use or misuse of the Equipment during the Hire Period.

- 7.2 Without limiting clause 7.1 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.

8. Loss, damage or breakdown of Equipment

- 8.1 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.
- 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.

9. Insurance

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

10. Disclaimer

- 10.1 To the extent permitted by law the Owner disclaims all liability for and does not give warranties to the Hirer as to the condition of the Equipment.

11. Title to Equipment

- 11.1 The Hirer acknowledges that the Owner retains title to the Equipment and that the Hirer has no rights to use the Equipment except 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.
- 11.2 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,

12. Repossession and remedies on default

- 12.1 The Owner may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else herein contained.
- 12.2 If repossession takes place, the Owner shall only charge the hire fee up to and including the time of repossession.
- 12.3 All costs incurred by the Owner incurred in repossessing due to a breach of this Agreement are to be paid by the Hirer.
- 12.4 In the case of repossession due to a breach of this Agreement the Hirer agrees to grant the Owner permission to enter the premises where the Equipment listed in this Agreement is situated in order to disconnect, decommission and/or remove that Equipment.
- 12.5 In addition to the Owner's right to retake possession, the Owner is entitled, in its sole discretion, following any breach of any provision of this Agreement by the Hirer, to terminate this Agreement and/or sue for the 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.

13. Completion of the Hire Period

- 13.1 The Hire Period is completed when the Equipment has been returned to the Owner in the same condition as when it was hired (according to the Owner in its sole discretion).
- 13.2 Where pick-up is agreed the Owner will arrange to pick-up the Equipment within a reasonable period after a request to do so.

- 13.3 The Hirer agrees to maintain the responsibility for the Equipment whilst it is awaiting pick-up.

14. Termination and Default

- 14.1 If the Hirer:
 - a) Breaches any term;
 - b) Becomes bankrupt or insolvent, then the Owner may, without prejudice to any other remedy available to it:
 - i) Require immediate payment of all monies owed by the Hirer to the Owner;
 - ii) Charge the Hirer interest on any sum due at the Owner's bank's cash rate until the date of payment in full;
 - iii) Charge the Hirer for all costs and expenses (including without limitation all legal costs and expenses) incurred by the Owner by enforcing compliance with this Agreement or recovering the Equipment;
 - iv) charge the Hirer for the cost of repairing or replacing any lost, damaged or destroyed Equipment;
 - v) 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;
 - vi) Claim damages from the Hirer for breach of this Agreement; and/or
 - vii) Cease or suspend supply of any further Equipment to the Hirer

15. Miscellaneous

- 15.1 The Hirer agrees to ensure that any site specified in this Agreement, will be clear of obstructions to allow the Owner to erect, install or place the hire Equipment on the site.
- 15.2 Any items or objects that are required, or requested by the Hirer, to be moved, are done so without any liability to Owner.
- 15.3 The Owner may seek additional payment for any unreasonable delay incurred while waiting for the specified area to be cleared.
- 15.4 The Hirer agrees not to use streamers, decorations or taping within or near any marquee hired.
- 15.5 The owner accepts no liability for the loss or financial penalty, if due to adverse weather conditions, Equipment installation or collection is considered hazardous.

16. Severance

- 16.1 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 provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

17. Governing Law

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

18. Privacy Policy

- 18.1 The Owner's Privacy Policy is available to the Hirer upon request.