

Terms of Hire

Introduction

- A. The Supplier is the owner of the Equipment.
- B. The Hirer wishes to hire the Equipment for the Hirer Period.
- C. The Supplier agrees to allow the Hirer to hire the Equipment on the terms of this agreement.

It is agreed:

- 1.1 The Equipment remains the property of the Supplier at all times. The Hirer has no legal or equitable interest in the Equipment or any part of the Equipment.
- 1.2 At the end of the Hire Period the Hirer must return the Equipment to the Supplier.
- 1.3 All terms in this Terms of Hire have the same meanings as set out in the Hire Schedule.

2. Terms of use

- 2.1 The Hirer must:
 - (1) pay the Hire Fee;
 - (2) not do or permit anything to be done or failed to be done regarding the Equipment which might cause damage or death to any person or property or contravene any law or regulation affecting the Equipment;
 - (3) will pay all operating costs and expenses of the Equipment;
 - (4) grant the Supplier access to the Equipment at any time while held by the Hirer for the purposes of inspecting the Equipment or undertaking repairs;
 - (5) ensure adequate safety measures are adopted when necessary;
 - (6) not temper or in any way interfere with the Equipment;
 - (7) ensure the Equipment is secured and safe all times;
 - (8) not remove or deface any label, manufacture serial numbers or other identifier;
 - (9) not permit any person to improperly use the Equipment;
 - (10) not do anything illegal with the Equipment;
 - (11) ensure they are aware of and comply with legal and safety requirements of any venue or location where the Equipment is to be used;
 - (12) follow any instructions provided on the Equipment or by the Supplier, written or verbal.

- 2.2 A person signing this agreement for a company, trust or partnership personally guarantees the obligations of the Hirer under this agreement.
- 2.3 The Supplier does not set up the Equipment, other than decorations unless otherwise agreed, it is the responsibility of the Hirer to set up the Equipment in accordance with any instructions provided by the Supplier to the Hirer.
- 2.4 If the venue is not ready for the Supplier to set up the Equipment at the time agreed, the Supplier can charge an extra fee for time taken to prepare the venue to enable them to undertake the set up or refuse to hire the Equipment.
- 2.5 Any Equipment hired by the Hirer which is identified in the Equipment Schedule as for indoor use only must only be used and stored by the Hirer indoors.
- 2.6 The Hirer cannot on hire or otherwise supply the Equipment to another party (Sub-Hirer) without the consent of the Supplier. If consent is given, the Hirer takes full responsibility for the actions of the Sub-Hirer and these Terms and Conditions continue apply and bind the Hirer even if they are not in control or possession of the Equipment.

3. Hire charges

- 3.1 The Hirer will pay the Supplier for the hire of the Equipment the Hire Fee as set out in the Hire Schedule.
- 3.2 The Hirer will be charged for the hire of Equipment for the full Hire Period. To avoid doubt, the Hirer will continue to incur hire and other charges after the end of the Hire Period if the Hirer has not returned the Equipment to the Supplier by the end of the Hire Period.
- 3.3 If the Hirer has requested that the Supplier deliver and collect the Equipment and the Supplier has agreed, hire charges will commence from the time the Equipment leaves the Supplier's premises and continue until the date the Hirer notifies the Supplier that the Hirer no longer requires the Equipment and that the Equipment is available for collection.

4. Other charges

- 4.1 In addition to the hire charges, the Hirer agrees the Hirer must pay:
 - (1) if a figure is stated in the attached Hire Schedule, the Bond Amount;
 - (2) for any consumables or fuel;
 - (3) the cost of delivery, collection or installation, as detailed in the Hire Schedule;
 - (4) if the Hirer does not return the Equipment in good working condition, charges for the repair of the Equipment; and

- (5) any other applicable levies, fines, penalties and any other government charges arising out of the Hirer's use of the Equipment.
- 5. Cancellation Fee**
- 5.1 Cancelled bookings outside of a 14 day period from the Pickup/Delivery Date incur a charge of 50% of the total Hire Fee.
- 5.2 Cancelled bookings within 14 days prior to the Pickup/Delivery Date incur a charge of 100% of the total Hire Fee.
- 6. Bond**
- 6.1 The Bond Amount will be refunded to the Hirer within 14 days of the Return Date after the Equipment has been inspected by the Supplier minus any money owing by the Hirer to the Supplier under these Terms and Conditions.
- 7. Interest**
- 7.1 The Supplier may charge interest at a rate of 10% p.a compounded daily on any overdue Hire Fees or any other amount owing by the Hirer to the Supplier.
- 8. Delivery and pickup**
- 8.1 If the Equipment is to be delivered by the Supplier the Hirer must have somebody available to take delivery of the Equipment at the nominated date, time and location. If the Hirer fails to do so an additional delivery fee may be charged to redeliver the Equipment at another time.
- 8.2 The Hirer must ensure that the Supplier has suitable access for delivery and collection of any Equipment.
- 9. Damage**
- 9.1 The Hirer must return the Equipment to the Supplier in good working order as it was in when the Hirer received it, ordinary fair wear and tear excluded.
- 9.2 The Hirer accepts full responsibility for the Equipment once they take possession of the Equipment.
- 9.3 The Hirer is liable for the replacement cost of any Equipment that is stolen, goes missing, is vandalised or broken.
- 9.4 If the Equipment is damaged or becomes unsafe to use during the Hire Period the Hirer must:
- (1) immediately stop using the Equipment and notify the Supplier;
 - (2) take all steps necessary to prevent injury to persons or property because of the condition of the Equipment;
 - (3) take all steps necessary to prevent any further damage to the Equipment itself; and
 - (4) not repair or attempt to repair the Equipment without the Supplier's written consent.
- 9.5 If the Equipment has broken down or becomes unsafe to use because of the Hirer's negligence or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Hire Period, the Hirer will be liable for:
- (1) any costs incurred by the Supplier to recover and repair or replace the Equipment; and
 - (2) the hire charges for that portion of the Hire Period during which the Equipment is being recovered and repaired or replaced.
- 9.6 The Hirer is responsible for any damage to another party property due to their use of the Equipment.
- 10. Assumption of liability and indemnity**
- 10.1 The Supplier makes no warranty as to the fitness, suitability, condition or safety of the Equipment. The Supplier will take all care to ensure the condition and safety of the Equipment.
- 10.2 The Hirer assumes all risks and liabilities for and in respect of the Equipment and for injuries to or death of persons and damage to the Equipment however arising from the Hirer's use, possession, maintenance, repair or storage of the Equipment.
- 10.3 The Hirer indemnifies and keeps indemnified the Supplier from, and against all claims, actions, suits or demands against the Supplier arising out of, or through, or in connection with the Hirer's use and possession of the Equipment and the maintenance, repair or storage of the Equipment by the Hirer whether such loss, damage, action, suit or demand is caused or arises due to the wilful or negligent act or otherwise of the Hirer or its respective servants, agents, contractors or employees.
- 11. Severability**
- 11.1 If any provision in this Agreement is unenforceable, illegal or void or makes this Agreement or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this Agreement remains in force.
- 12. Counterparts and Electronic Transactions**
- 12.1 This hire agreement may be executed in any number of counterparts which together will constitute one instrument.
- 12.2 The email or other electronically delivered signatures of the parties will be deemed to constitute original signatures.
- 13. Governing law and jurisdiction**
- 13.1 The law of Queensland governs this Agreement.