

## EQUIPMENT HIRE TERMS AND CONDITIONS OF HIRE

THIS AGREEMENT made this between *SEQ Events*, herein called "Owner" the "Hirer." The Owner shall let the Equipment on hire to the Hirer and the Hirer shall hire the Equipment from the Owner upon these Terms and Conditions.

1. In these conditions:
  - (a) The 'Owner' is "SEQ Events", ABN 70359871350.
  - (b) The 'Hirer' refers to the person, or organisation hiring from the Owner.
  - (c) The 'Equipment' means all equipment, hired by the Owner, to the Hirer.
  - (d) The 'Period of Hire' is the period in which the Equipment is in the possession of the Hirer at the Hirer's request.
  - (e) The "Agreement" is any written or verbal agreement between the Owner and the Hirer including the Terms and Conditions and shall be deemed a Contract.
2. The Contract between the Owner and the Hirer is deemed to be in place once a transfer of money has been made from the Hirer to the Owner and these Terms and Conditions are deemed to be agreed and accepted by both parties.
3. The Owner shall retain full title and property to and in the Equipment and the Hirer shall be a bailee only.
4. The Hire fee is for 1 use of the Equipment only.
5. The Hire fees will be charged by the Owner on a time basis and will be calculated by reference to the Period of Hire.
6. Hire fees MUST be paid to the Owner by the due date nominated on the invoice issued.
7. A \$50 admin fee will apply to all bookings that are cancelled more than 14 days prior to the hire date. Any bookings cancelled within 14 days of the hire date will incur 50% of the total hire charges or \$50, whichever is higher. Bookings cancelled within 24 hours of the hire date or no-shows will be charged 100% of the hire charges. If equipment is not returned on the day of return then hire charges will apply based on the normal daily hire charges. If equipment is not returned within 3 business days of the return date the Owner at their discretion may charge the amount for the cost of the equipment. No claims for credit will be recognised after the date of the invoice relating to each particular hire of Equipment.
8. In the event that the Hirer elects to postpone or reschedule the Period of Hire the Hire Fees will be credited. Written notification must be provided from the Hirer to the Owner no less than 14 days of the executed Period of Hire. Any requests to postpone or reschedule less than 14 days of the executed Period of Hire will be subject to the Owners discretionary approval.
9. At the time of the postponement of the Period of Hire the Hirer is not sure of the new Period of Hire the Owner shall issue credit. The credit must be used within 12 months of the date which the Hirer requested the credit. In the event that credit is granted the Hirer waives all rights detailed in Clause 7. and credit will not be refundable in the event of a cancellation.
10. 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 by civil or military authorities or act of war) 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. Owner shall not be liable for any loss or damage suffered by the Hirer because of any delays caused by such force majeure events.
11. The Hirer shall pay any additional charges relating to the preparation of Equipment at the site, for lay down or collection, unless otherwise agreed in writing by the Owner.
12. If the Equipment is not returned to the Owner, or not available for collection by the Owner, at the expiry of the Period of Hire, the Hirer shall pay an additional charge of 1 day's hire of the Equipment for each day, or proportional part thereof, that the Hirer retains possession of the Equipment.
13. The Owner does not assume any liability for the non-arrival, the late delivery or the late installation of the Equipment.

14. The Owner, unless notified 24 hours prior to the commencement of the Period of Hire or an increase in the quantum of Equipment required, accepts no liability for any shortage of Equipment.
15. The Hirer acknowledges that the Equipment was received in good order and condition.
16. The Hirer shall exercise due care and diligence when using the Equipment and shall only use the Equipment for the purpose for which it was designed.
17. All Equipment must be returned in at least the same good state of cleanliness and substantial repair and condition as it was at the commencement of the Period of Hire, otherwise cleaning and or repair costs will be charged to the Hirer.
18. Linen returned stained, mildewed or damaged will incur full replacement costs.
19. In the event of damage to the Equipment, the Hirer shall not repair or attempt to repair the Equipment without the prior written consent of the Owner.
20. The Hirer must not move the Equipment from one location to another during the Period of Hire without the prior written consent of the Owner.
21. The Hirer shall not and shall not attempt to assign, sell, sublet, part with possession of, licence or other encumbrance over, or otherwise dispose or deal with the Equipment or any part of the Equipment and shall keep the Equipment free from any distress, execution or other legal process.
22. The Hirer shall assume all risks and liabilities for and in respect of the Equipment and for injuries to or death of persons and damage to property howsoever arising from the possession and or use of the Equipment during the Period of Hire. The Hirer will indemnify the Owner against the loss of or damage to the Equipment whether by fire, theft, accident, seizure, confiscation or otherwise and will indemnify the Owner and hold the Owner harmless from all other losses, damages, claims, penalties, liabilities and expenses (including legal costs on an indemnity basis) howsoever arising incurred as a result of or in connection with the possession and or use of the Equipment or seizure or the taking of possession of the Equipment.
23. The Hirer acknowledges that the Hirer has not relied in any way on the Owner's skill or judgement in deciding to enter into this agreement and that the Hirer has satisfied itself as to the condition and suitability of the Equipment and the Equipment's fitness for the Hirer's purposes. The Owner's rights in and to the payment for hire shall be absolute and unconditional and shall not be affected by any defects in the Equipment or the condition, operation or fitness for use of the Equipment.
24. Certain conditions and warranties may be implied into this agreement by the Trade Practices Act and other statutes from time to time in force and these conditions are to be read subject to such legislation. The terms in this agreement that exclude or limit the Owner's liability shall apply only to the extent permitted by law. However, the Owner and Hirer agree that in the event of the Hirer suffering any loss, damage or claim whatsoever arising as a result of hiring the Equipment, the liability of the Owner is limited to the repair or replacement of the Equipment and are not to include economic or consequential damages of any nature whatsoever.
25. The conduct by the Hirer by means of making any payment to the Owner constitutes the Hirer accepting the Terms and Conditions of Hire and are legally binding.
26. Subject to the Hirer duly and punctually paying the Hirer fee and observing and performing the obligations, liabilities and other provisions in this agreement on the part of the Hirer to be observed and performed, the Hirer shall and may peaceably possess and enjoy the Equipment during the Period of Hire without any interruption or disturbances from the Owner or any other person lawfully claiming by, from or under the Owner, subject always to the rights of the Owner under this agreement.
27. The Hirer warrants and represents to the Owner that this agreement constitutes legal, valid and binding obligations enforceable against the Hirer in accordance with its terms.
28. Without prejudice to any other remedies available to the Owner and notwithstanding the Period of Hire, the Owner may terminate this hire agreement at any time by giving the Hirer 24 hours' notice of its intention to terminate, or without notice if the Hirer shall commit any breach of the hire agreement, or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors, or if its business is placed under official management or if it ceases to carry on business, or if the hirer, being an individual, is declared mentally ill or is convicted of a criminal offence, or dies.
29. Upon termination of this hire agreement, as aforesaid the Owner shall be entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner its agent and authorises the Owner to enter the Hirer's premises or enter on any land or premises owned by or under the control of the Hirer upon which the Equipment is then situated to retake possession of the hired Equipment.

***Thank you for your business!***

30. If any provision of this agreement shall be found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions shall not, in any way, be affected or impaired.
31. Governing law and jurisdiction:
  - This agreement is governed by the laws of Queensland and the Commonwealth of Australia
  - Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.
32. All damaged/broken equipment must be returned, or accounted for, by the hirer to the satisfaction of the owner.
33. The hirer shall be required to pay all repair or replacement costs for equipment that is damaged due to; misuse, abuse, wilful or malicious acts; negligence or overloading of the equipment; when because of disregard for instructions given to the hirer by the owner in respect of the proper use of the equipment; damaged whilst in transit under the care of the hirer; not returned or accounted for to the satisfaction of the owner. The hirer shall be charged for replacement of all equipment that is deemed beyond repair.
34. Insurance. The Hirer will maintain at its own expense all appropriate policies of insurance for theft and damage to the equipment hire in an amount not less than the full replacement cost of the equipment, and for liability, property and casualty insurance coverage in amounts necessary to fully protect the owner and its equipment against all claims.
35. Terms and conditions specific to our Marquees. Installation and dismantling of marquees are subject to local wind conditions prevailing at that time. We reserve the right to cancel the event at our discretion, if we consider it dangerous to erect the marquees, due to severe wind or rain conditions. We will not be held liable should this occur. Your deposit will be returned to you if this happens. It is the user responsibility to vacate the marquee depending on the local wind or storm conditions prevailing at the time of the function. No refund will apply in this case as we cannot control the weather. If your ground slope allows the run off rain water to flow inside the marquee during a storm, the consequence of this is not our responsibility, and a refund will not apply.

***Thank you for your business!***