

TERMS AND CONDITIONS FOR HIRE OF GOODS AND EQUIPMENT

LITTLE TEEPEE SLEEPOVERS ARMSTRONG CREEK, VIC

The following Terms and Conditions ("Contract") between Little Teepee Sleepovers (The "Owner") and you (The Hirer) is an agreement that you consent to once the booking ("Contract") is accepted.

It is important you read the Terms and Conditions before accepting the booking ("Contract").

1. DEFINITIONS AND EXPLANATION

a) In these Terms and Conditions these words and phrases have the following meanings:

i. The "**Owner**" Little Teepee Sleepovers;

ii. "**Owner's Premises**" means the premises where the Owner stores the Equipment (in Armstrong Creek, VIC);

iii. "**Cancellation**" means the cancellation by the Hirer;

iv. "**Cancellation Fee**" means a non-refundable portion on all confirmed bookings;

v. "**Cancellation Times**" means seven (7) days' notice prior to delivery or customer collection of all Equipment is required;

vi. "**Cancellation Notification**" means cancellation of Contract in person, by telephone or email;

vii. "**Contract**" means the Contract between the Owner and the Hirer for the hiring of the Equipment; the Terms of which are fully set out in these Standard Terms and Conditions. The Contract is also referred to as the Tax Invoice;

viii. "**Deposit**" means any part payment made prior to delivery or customer collection of Equipment;

ix. "**Equipment**" means collectively all the equipment described in the Offer to Hire Form and includes any additional Equipment;

x. "**GST**" means Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*;

xi. "**Hirer**" means the legal entity or person hiring the equipment from Little Teepee Sleepovers;

xii. "**Hire Fee**" means total invoice value inclusive of GST;

xiii. "**Period of Hire**" means the period for which the Equipment is hired by the Hirer from the time the Equipment is delivered or picked up from the Owner until the time they are returned to the Owner;

xiv. "**Site**" means the designated place, venue, or location at which the Equipment is to be delivered to and at which place the Hirer is to take possession of the Equipment;

xv. "**Venue**" means the place where the Equipment is to be used by the Hirer.

b) The headings in these Standard Terms and Conditions are for convenience only and do not affect their construction.

c) A reference to any party includes their lawful successors and or assignee.

2. BASIS OF CONTRACT

a) Upon acceptance of a booking via the provision of an invoice or written agreement to the Hirer from the Owner the Hirer accepts these Terms and Conditions.

b) Unless otherwise agreed in writing by Little Teepee Sleepovers and the Hirer, these Terms and Conditions shall be the only Terms and Conditions on which Little Teepee Sleepovers will provide products and or services to the Hirer.

c) Orders made online may be rejected by the Owner. If the Equipment is not available on a particular date the order will not be confirmed.

3. TERMS OF PAYMENT & PAYMENT METHODS

a) Little Teepee Sleepovers accepts payment in the following methods: Bank Transfer or Cash;

b) Booking is not guaranteed until the deposit is paid;

c) Subject to Section 3(d) the Hirer will pay the Hire Fee in full to the Owner one week prior to the Delivery date or client Collection date of the Equipment. If payment is not received in full prior to delivery or at the time of client collection the Owner is not obliged to deliver/supply the Equipment.

d) Section 3(c) does not apply to agreed pre-arranged credit terms.

e) The Owner shall provide a Tax Invoice to the Hirer for the Hire Fee upon request.

f) Without limiting the circumstances in which the Owner may require the Hire Fee payment to be paid on confirmation of a booking, the Owner may require advance payment of the Hire Fee where the Equipment to be hired has to be manufactured, adapted, or any process has to be applied to existing items of the Equipment to align with the Hirer's specific requirements.

g) Should debt recovery action be required the Hirer may be liable to pay any costs incurred by Little Teepee Sleepovers associated with the recovery of the Hirer's debt.

4. HIRE CHARGES

a) **DELIVERY CHARGES** - Unless otherwise specified, any delivery charges quoted assume:

i. Delivery, installation, and removal and return of Equipment being provided is conducted during business hours;

ii. Delivery made to street level; ground or floors being level and clear of obstruction;

iii. Upon arrival at delivery address, the owner requires accessibility with parking available for loading and unloading of equipment hired;

iv. Delivery address is within 30km from owner (Armstrong Creek). Delivery more than 30km from owner (Armstrong Creek) will incur additional delivery cost to hirer;

b) Any variation to the assumptions in Section 4(a) may incur further charges payable by the Hirer.

c) A late fee (10% of order amount per day) shall be payable if Equipment is not returned on or before date specified in the Contract.

5. DEPOSIT

a) A \$100 deposit is required to secure a booking.

b) Unless the Owner specifically, in writing, and by an approved credit application, waives the receipt of the Deposit as a pre-condition of Acceptance, no Acceptance by the Hirer shall be effective unless and until the Deposit is received.

c) Any such Deposit shall, when paid, be applied against the Hire Fee, or if the Hirer cancels the Contract or any Equipment, The Owner may, at its discretion, apply such Deposit as a credit against any such Cancellation Fee.

6. BOND

a) A \$100 refundable bond is required by hirer on the day of setup or collection, or prior to hire commencement or setup.

b) The bond is fully refundable and returned to hirer when equipment is returned or collected with no damage, breakage, stained, soiled or loss.

c) Should the damage, breakage, stain, soiled or loss of equipment exceed the \$100 bond, you will be invoiced according for replacement or repair costs, payable with 30 days.

d) All broken or damaged Equipment must be returned to the Owner otherwise the Equipment is classified as missing Equipment. The Hirer agrees to pay for missing Equipment on a full replacement value basis.

7. CANCELLATION AND CANCELLATION FEES

a) A \$100 fee applies to all cancellations received between two (2) and seven (7) days prior to the delivery date or customer collection date on the booking.

b) A \$250 fee applies (the minimum hiring charge of 4 teepees) to all cancellations received within two (2) days prior to the delivery date or customer collection date on the booking.

c) Cancellations received on the delivery date or customer collection date on the booking will be required to pay in full.

d) Custom items, Printing, Sub-hire cancellations will be charged at full price.

e) The Hirer has the right to cancel a Contract if they send a Cancellation Notification to The Owner.

f) Upon receipt of such Cancellation Notification, the Owner has no further obligation to supply and or deliver the Equipment to the Hirer.

g) The Cancellation Notification must clearly identify all Equipment no longer required by the Hirer.

h) The Hirer agrees and acknowledges that it must immediately pay the Cancellation Fee in full as invoiced by the Owner.

i) If the Hirer rebooks within ninety (90) days, the \$100 deposit will be applied to the new booking. Subject to equipment being available for hire.

8. CONFIRMATION OF NUMBERS

a) The owner will allow changes (increase or decrease) to the number of equipment (teepee setups) required up to one (1) day prior to hire date, subject to availability. Minimum of four (4) teepee setups per booking applies.

9. THE EQUIPMENT

a) The Equipment will always remain the property of the Owner. The Hirer has no legal or equitable interest in the Equipment or any part thereof except as bailee.

b) All equipment will remain in a smoke and pet free environment, otherwise additional cleaning fees may apply;

c) Equipment is not waterproof and is only to be used indoors;

d) Only dry food and water is permitted to be consumed in the Teepee and on sleeping equipment;

e) Subject to Section 6 the Hirer shall be responsible for any damaged or missing Equipment.

f) Pickup and Return of Equipment

The Hirer is required to:

i. Provide photo identification e.g. Driver's Licence, Student or Senior Card, on collection or delivery of equipment;

ii. Sign a Rental Agreement and Liability Waiver prior to collection or delivery and setup commencement;

g) Upon delivery, the Equipment must be inspected by the Hirer to determine whether the Equipment delivered is complete and is in good order in accordance with the Contract.

h) Unless otherwise stated in the Special Instructions on the Tax Invoice, on completion of the inspection the Hirer will be deemed to have satisfied itself that the Equipment is suitable, fit and merchantable and capable of meeting all the requirements of the Hirer.

i) Unless the Owner has been expressly retained, in writing, to advise on the suitability, fitness and merchantability of the Equipment for the Hirer's purpose, any warranty as to suitability, fitness or merchantability is hereby expressly excluded.

- j) Any damage or malfunctioning of Equipment must be notified by the Hirer to the Owner, in writing or verbally.
- k) Where the Hirer is in Effective Control of the Equipment, then the Hirer is a Bailee of the Equipment.
- l) Where the Owner is to collect the Equipment at the expiration of the Period of Hire, the Hirer must:
- i. Make it available for collection in good order;
 - ii. Not tamper or in any way interfere with, repair, or attempt to repair the Equipment;
 - iii. Subject to Section 6 assumes responsibility for all accidental damage to the Equipment, save and except where such damage is caused by the Owner;
 - iv. Assume responsibility for all loss or damage to the Equipment occasioned by theft, malicious damage, or other unlawful act, save and except where such loss or damage occurs when the Equipment is under the effective control of the Owner;
 - v. Ensure the Equipment is always secure and when being stored in unlocked premises, supply security measures to ensure the Equipment is always secure;
 - vi. Not remove or deface any label, manufacturer's serial numbers or other marks identifying the Equipment and/or the Owner's ownership of the Equipment; and
 - vii. Not permit any person to improperly use the equipment.
- m) In the event that the Equipment or any part of it is lost, stolen or damaged during the Period of Hire in circumstances where the Hirer bears responsibility under these Terms, the Hirer will be liable to the Owner and will indemnify it for the cost and expenses of the replacement of such lost or stolen Equipment and/or for the replacement of Equipment which, in the sole determination of the Owner, is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged equipment.
- n) In the event that the Hirer fails or refuses for any reason whatsoever to return or make available for collection all the Equipment to the Owner at the expiration of the Period of Hire, then the Hirer will be in breach of an essential Term of this Contract and without prejudice to any other rights which the Owner may have, either pursuant to these Terms or at law, the Hirer will be liable to pay the Owner on a Day-Rate basis for the hiring for Equipment for such further period of time.
- o) For the purposes of Section 9(l), such further period of time will commence at the expiration of the Period of Hire and conclude at the earliest to occur of, the date when the Equipment is returned to The Owner in good working order and condition OR the date when the Owner receives from the Hirer full monetary compensation for the loss or damage to the Equipment.
- p) The loss or damage to the Equipment will be the replacement cost of the Equipment at that time or, where the Equipment cannot be replaced, the cost of new substitute Equipment that can substantially be used for the same purpose as the lost, damaged or destroyed Equipment.
- q) In addition, the Hirer fully indemnifies the Owner for any other liability, loss, or cost that the Owner might sustain because of the Owner being unable to meet any other contractual obligation to supply that Equipment (or any other item thereof) to any other person.

10. KITCHENWARE | LINEN

- a) If any goods are returned dirty or waterlogged resulting in goods becoming damaged, the Hirer will be charged the replacement cost of the goods.
- b) Linen can be returned soiled but must be dry. Any linen items returned with burn marks, wax marks, tears, holes, or any other abnormalities will be charged to the Client at the full replacement cost.

11. SERVICES

- a) Where the Owner provides onsite Services for a Hirer, each of the following are Essential Terms of this Contract. The Hirer must:
- i. Ensure that the Owner can access the Site at all times specified by the Owner and at all other reasonable times so as to enable the Owner to provide the Equipment and services;
 - ii. Ensure that the Equipment, when installed, remains in place at the Site for the Period of Hire and that the Site is not required for any other purpose which would require the Equipment to be dismantled and re-installed, or which may put the whole or any part of the Equipment at risk of being lost, damaged or destroyed;

- iii. Ensure that all access to the Site is given to the Owner and that such time as is required by the Owner is available at the conclusion of the Period of Hire to enable the Owner to dismantle and remove the Equipment from the Site;
 - iv. Do all such things as are necessary to discharge the Hirer's obligations under all applicable occupational health and safety legislation, regulations and codes of practice to ensure that the Site and the Equipment as installed are safe and free from defects and dangerous conditions;
 - v. Ensure that where the Equipment is being Installed on any structure or held in place by any structure that the structure can hold the weight of the Equipment and that the structure is properly erected so as to be safe and so as to take the anticipated loads involved in holding the Equipment;
 - vi. Ensure that the Site is safe for all the Owner's employees and contractors to carry out the services required of the Owner under this Contract.
- b) Where, in the details of Equipment to be hired, it states that the Owner will deliver the Equipment to the Site, then the Owner is responsible for the Equipment until it is delivered to the Hirer at the Site.
 - c) Where in the details of Equipment to be hired it states that the Hirer will collect the Equipment from the Owner and the Hirer will deliver it to the Site, then the Hirer is responsible for the Equipment as and from the time the Hirer collects the Equipment from the Owner's Premises.
 - d) The Owner will not be liable for any delay in installing the Equipment or for providing the Services where such delay is a consequence of any act or omission on the part of such external contractors.
 - e) Except where the Owner has expressly agreed to provide any facilities, it is the exclusive responsibility of the Hirer to ensure that:
 - i. The Site is safe for the Installation and use of the Equipment;
 - ii. All required Facilities are available and are in place, are safe and in good working order;
 - iii. The Site is safe for the provision of the Equipment by the Owner;
 - iv. All furniture is cleared by the hirer before setup begins.

12. DEFAULT EVENTS

- a) The Hirer will be in default if:
 - i. It breaches any of its obligations under Little Teepee Sleepovers's Terms and Conditions and fails to remedy such breach within seven (7) days of being requested by the Owner to do so;
 - ii. It breaches any essential term of this Contract;
- b) On the happening of a Default Event the Owner may, without prejudice to any of its other rights either under these Terms or at law and without previous notice to the Hirer, enter any Site where the Owner believes the Equipment to be located, re-possess it and the Hirer hereby agrees not to make any claim or bring any action against the Owner as a result of the re-possession of the Equipment.
- c) The Hirer agrees to indemnify the Owner and keep the Owner indemnified against any loss or liability expense or cost which might be incurred by the Owner in entering upon the Site and taking possession of the Equipment or any item thereof.
- d) Such indemnity covers any liability to any third party for trespass or for damage to the Site occasioned through the entry upon the Site, the re-possession of the Equipment or its removal from the Site.

13. WARRANTIES

- a) Except where specifically agreed in the Special Conditions, the Owner gives no warranty express or implied in respect of the Equipment, its fitness for purpose or the condition thereof.
- b) All warranties implied by the *Competition and Consumer Act 2010* and any other Statutes (if any) that can be expressly excluded are hereby expressly excluded.
- c) Where permitted by statute, the Owner's liability for breach of any warranty is limited to:
 - i. The supply to the Hirer of substituted equivalent equipment; or

ii. The payment of the costs of supplying to the Hirer substituted equivalent equipment; or

iii. The repayment to the Hirer of the Hire Fee.

14. LIMITATION OF LIABILITY

a) The liability of the Owner is limited as follows:

i) The Owner is not liable to the Hirer for any loss or damage which the Hirer may sustain due to the Hirer ordering the wrong Equipment or insufficient quantities of the Equipment or where the Equipment is hired for a purpose which is outside of the Equipment's specifications;

ii. The Owner is not liable for any damage or loss suffered by the Hirer due to any late delivery of the Equipment to the Site.

iii. The Owner will have no liability to the Hirer if it is the responsibility of the Hirer to prepare the Site for the delivery and installation of the Equipment or where it is the responsibility of the Hirer to provide the facilities; and at the time of delivery of the Equipment to the Site, the Site is not so prepared or the facilities or Site are not available or unsuitable;

iv. The Owner has no liability to the Hirer for any damage or loss which the Hirer might sustain where the cause of that damage or loss is the negligence of the Hirer or any of its servants, agents, or contractors.

b) Where it is the responsibility of the Hirer to ensure that the Site and facilities are safe, then the Hirer indemnifies the Owner against any liability to any third party who suffers injury, loss or damage where such injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on the part of the Hirer to ensure that the Site is safe.

15. NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP

a) This is a hire agreement only and does not constitute or give rise to any sale of the Equipment to the Hirer, any hire purchase agreement or arrangement with the Hirer or any leasing agreement that contains an option to purchase the Equipment.

b) The relationship between the Owner and the Hirer is limited to a relationship of Owner and bailee in respect of the equipment.

c) The Hirer acknowledges that the Owner is the sole exclusive Owner of the Equipment.