

Sales & Hire Agreement

TERMS & CONDITIONS



Bespoke Meets Brilliance

Celebrating Success Together | A Note of Gratitude

At Corporate Events Australia, our mission is to turn visions into unforgettable realities. We strive to create experiences that transcend expectations and leave a lasting impression. I'd like to take a moment to extend my deepest gratitude to you, our esteemed clients who have entrusted us your events, making our every endeavour a remarkable success.

To You, Valued Clients,
Reflecting on the incredible journey of planning and executing events that inspire, connect and leave an indelible mark, I am overwhelmed by the trust you place in us. Your unwavering support and collaboration is the cornerstone of our achievements, pushing us to raise the bar higher with each event we curate.

From intimate corporate gatherings to grand celebrations, each event presents unique challenges and opportunities. Your confidence in our abilities allows us to innovate, craft and deliver experiences that go beyond mere meetings, instead weaving stories and forging enduring memories.

We are privileged to have been a part of your milestones, celebrations and moments that matter. Your feedback, encouragement and constructive insights have been invaluable in shaping our approach, refining our services and constantly evolving to exceed your expectations.

At Corporate Events Australia, my Team's dedication is limitless when it comes to ensuring your vision comes to life flawlessly. Your satisfaction is our driving force and witnessing your delight is our greatest reward. We couldn't be more excited to embark on this journey with you. Your partnership fuels our passion and we are committed to elevating the excellence of each event to new heights.

Thank you for choosing Corporate Events Australia as your trusted partner. We are truly honoured to share in your success story.

Kind regards,

Justin Whitfield
Managing Director



ONE (1) | Definitions

- 1.1 Corporate Events Australia** refers to Corporate Events Australia Pty Ltd (Commercial Entity) and any associated staff (Individuals) employed or engaged by Corporate Events Australia, hence forth, “**The Company**”.
- 1.2 The Client**, hence force “**The Client**” refers to any Person, Business or Corporation hiring equipment or services from **The Company**.
- 1.3 The Contract** hence forth refers to the binding and signed agreement between **The Company** and **The Client** for the delivery, collection, hire or provision of goods, equipment and/or services between both parties for the nominated period of the agreement stated in the **The Contract**.
- 1.3.1 Hire** refers to the temporary loan of goods, equipment or plant, may be inclusive of services, but not limited exclusively to **Dry Hire**.
- 1.3.2 Dry Hire** refers to the rental of goods, equipment or plant, exclusive of a labour component.
- 1.3.3 Equipment** refers to any and all goods, plant, leads and/or parts supplied by **The Company** to **The Client**.
- 1.3.4 Services** refers to any and all labour and advice related to the **Hire** and can include delivery, installation, operation and/or removal or equipment or cabling.
- 1.3.5 The client** acknowledges their responsibility for any and all goods, equipment, cables or plant in their care for the duration of **The Contract**.
- 1.4** The heading in these *Terms and Conditions* are provided for convenience only and do not affect the interpretation thereof.

TWO (2) | General

- 2.1** Subject to any prescribed terms, this document together with the relevant confirmation embodies the sole *Terms and Conditions* of **The Contract** between **The Company** and **The Client** and supersedes all other conditions and agreements between the parties, unless expressly amended in writing by **The Company**.
- 2.2** These *Terms and Conditions* shall without further notice apply to all future transactions between **The Company** and **The Client** in relation to the sale and hire of goods, whether or not this document is delivered or executed in the course of the transaction.
- 2.3** For the avoidance of doubt, none of the *Terms and Conditions* contained in any document or other instrument supplied by or on behalf of **The Company** (including without limiting the foregoing those included in any purchase order or like document from **The Company**) shall apply to or form part of **The Contract**, except and to the extend otherwise agreed in writing by **The Client**.
- 2.4** No variation or abrogation of these *Terms and Conditions* shall be effective unless it is evidenced in writing signed on behalf of **The Company**.

THREE (3) | Inspection

- 3.1 The Client** is satisfied that:
- 3.1.1** On delivery, all equipment is clean, in good repair and in safe working order.
- 3.1.2** Compliance has been met with all statutory authorities.

FOUR (4) | Use of Equipment

- 4.1 The Client** agrees that the equipment is to be used:
- 4.1.1** In a skilful and proper manner.
- 4.1.2** For the purpose it was intended.
- 4.1.3** At the address nominated by **The Client** in **The Contract** with **The Company**.

FIVE (5) | Return of Equipment and Termination

5.1 The Client agrees:

- 5.1.1 To return the equipment during regular trading hours unless an alternate agreement is in place.
- 5.1.2 To authorise **The Company** to enter upon land or premises such as is necessary to recover the equipment.
- 5.1.3 **The Company** may terminate the hire agreement at any time at its sole discretion if there is risk of harm or damage.

SIX (6) | Loss and Damage (Dry Hire)

6.1 The Client understands:

- 6.1.1 **The Client** will be liable for the cost of replacement or repair if any equipment, cabling or appliances are damaged, lost or stolen during the hire period.
- 6.1.2 Attempts will be made to repair damages will be undertaken by **The Company** or its appointee, with any and all repair costs charged to **The Client**.

SEVEN (7) | Calculation of Charges

- 7.1 All prices are inclusive of the Australian Government's Goods and Services Tax (G.S. T.), currently set at 10% G.S.T., applies to all goods and services supplied by **The Company**.
- 7.2 All prices are correct at the time of quotation. Price changes may occur by reason of matters beyond the control of **The Company**, increasing the final amount due and payable for products and/or services supplied.
- 7.3 Quotes are valid for a period of **thirty (30)** days from date of issue.
- 7.4 Hire charges are based on time out on hire, not time used.
- 7.5. **One Day hire is twenty four (24) hours** from time of dispatch or collection.
- 7.6 **One Week is seven (7) consecutive days and can include weekends and holidays.**

EIGHT (8) | Use of Equipment

- 8.1 **The Client** is obligated to pay a 50% no refundable deposit to complete confirmation of **The Contract**.
- 8.2 Unless otherwise agreed by either party in writing, final payment shall be made within 14 days from the end of the delivery or event date as nominated by the invoice date, excluding international orders, where full payment must be completed prior to arriving on site.
- 8.3 All dry hires and repairs must be paid in advance on collection or delivery of the equipment.
- 8.4 Time for payment of the price of the goods shall reflect **The Contract** and if **The Client** fails or declines to pay the price when it falls due, **The Company** may treat **The Contract** as repudiated by **The Client** or may, unless payment in full is made, suspend delivery or collection of the goods, subject to the contract *Terms and Conditions*, without incurring any liability whatsoever. In addition, without prejudice to such rights of **The Company**, **The Client** (if so required by **The Company**) pay interest to **The Company** on the outstanding amount at the rate of 2% per week compounding until the price has been paid in full.
- 8.5 Notwithstanding any rights of liens to which **The Company** may otherwise be entitled, **The Company** shall have a specific lien (including right of sale) over the goods the subject of **The Contract** and any goods the subject of any other contract with **The Client** until the price of the goods has been paid in full. The liens shall not be entitled to make any deductions from the price of the goods in respect of any off-set or counter claims.
- 8.6. **The Client** will be responsible for any expense or costs incurred by **The Company**, including surrendering the prepaid deposit due to Client requirement changes falling within one week, 7 days, of the event or hire date.
- 8.7 **The Client** will be responsible for 100% of the quoted value if the cancellation of an order occurs for any reason outside **The Company's** control within 48 hours prior to the date of the event or hire.

- 8.8** If an event is postponed within 48 hours notice prior to its occurrence, **The Company** may hold the deposit for no longer than 12 months, at which time the credit expires and the deposit forfeited by **The Client**.
- 8.9** Credit card transactions will attract a 1.25% processing service fee.
- 8.10** **The Company** can at any time, assign, transfer, charge, subcontract or deal in any other manner with all or any other rights under these *Terms and Conditions*, and can subcontract or delegate in any manner any or all obligations to any third party as deemed appropriate and applicable.
- 8.11** **The Client** must not, without prior consent of **The Company**, assign, transfer, change, subcontract or deal in any other manner with any or others of **The Client's** rights or obligations under these *Terms and Conditions*.

NINE (9) | Additional Charges and Encumbrances

- 9.1** **The Company** will not be held liable for any venue or third party changes in order to perform the work carried out by request of **The Client**.
- 9.2** **The Client** will be responsible for any adjustments or charges **The Company** is unaware of at the time of quotation to complete the work at **The Client's** request.
- 9.3** If **The Client** requests delivery, installation or collection of supplied goods and equipment from **The Company**, **The Client** agrees to pay for reasonable expense incurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred or additional labour performed or goods supplied to remedy **The Client's** failure to prepare the event site or disclose necessary operational information ahead of time.
- 9.4** If the equipment is not returned at the end of the hire period, **The Client** will be charge an additional rate for extra hire or labour time.
- 9.5** If equipment is returned in an unclean, poor condition, not good repair and working order (fair wear and tear excepted), **The Company** may, at its discretion, charge **The Client** for all reasonable cleaning and restoration costs incurred to restore it to good repair.
- 9.6** **The Client** will be liable for any immediate costs incurred associated with any loss of sales **The Company** endures due to the loss or damage of hired equipment until the goods can be returned to service.

TEN (10) | Cost Recovery

- 10.1** Any expenses, costs or disbursements incurred by **The Company** in recovering any outstanding monies owing by **The Client** including debt collection fees and solicitors costs shall be paid by **The Client** as an additional expense, providing that those fees do not exceed the charges raised by the debt collection agency or solicitor plus out of pocket expenses.

ELEVEN (11) | Warranties and Exclusions of Liability

- 11.1** Neither party is liable for any failure or delay in performing professional obligations, where such failure or delay results from any cause that is beyond the reasonable control of either party. Such causes include, but are not limited to, power failure, Internet Services Provider (I.S.P.) failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of either party. If the delay continues for a period of 90 days or longer, either party may terminate or cancel the mutually agreed contract.
- 11.2** **The Company** warrants that the goods when delivered to **The Client**, will comply with any description for the goods contained in the relevant order confirmation (if any) and with the Standard Specification for the goods. **The Company** is not required to supply goods with any specification or characteristics that are outside any such description for the goods, if any or the Standard Specifications.

11.3 The Client acknowledges, agrees, represents and warrants that:

11.3.1 As the use of the goods is outside the control of **The Company**, **The Client** is satisfied that the goods, when supplied, will have the condition, characteristics, quality and attributes that will make them suitable or fit for any ordinary or special purpose required for those goods, even if that purpose is made known to **The Company** at any time.

11.3.2 The Client has or will, in a timely manner, conduct all mandatory or prudent tests and apply all mandatory or prudent quality control checks and procedures to ensure the goods and any product that is produced from them, will be without defect and suitable or fit for any purpose required of them; and,

11.3.3 The Client has not relied upon any statement, representation, warranty, guarantee, condition, advice, recommendation, information, assistance or service provided by **The Company** or anyone on its behalf in respect of the goods, other than those that are expressly contained in this *Terms and Conditions Contract*.

11.4 The Client releases and indemnifies **The Company** and its officers, employees, consultants and agents from and against all actions, claims, proceedings, and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with **The Client** and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury or cost of damage arising out of any breach by **The Client** of any warranty provided by it under paragraph **Eleven Point Three (11.3)** of this clause.

11.5 Except as expressly set out in **The Contract** and except for liability under any *Prescribed Terms*, to the full extent permitted by law:

11.5.1 All conditions, warranties, guarantees, terms and obligations expressed or implied by law or otherwise relating to **The Contract** or the performance of **The Company's** obligations under **The Contract** or to any goods or services supplied or to be supplied by **The Company** under **The Contract** are excluded, except for those conditions and warranties as to title in the goods; and,

11.5.2 Without limiting the generality of the foregoing, **The Company** gives no condition, warranty or guarantee whatsoever as to the suitability, performance or fitness of the goods for their ordinary or any special use or purpose, and the description of the goods in any contract or any other document shall not import any such condition, warranty or guarantee on the part of **The Company**.

11.6 Notwithstanding anything to the contrary herein, contained but subject to the provision of any *Prescribed Terms*, **The Company's** liability in respect of any claim arising in any way out of the **The Contract** or its performance or from any failure to perform **The Contract** including (without limiting the generality of the foregoing) for breach of any condition, warranty or guarantee contained in **The Contract** or in any *Prescribed Term* implied into or applying to **The Contract** and whether that liability arises under contract, tort (including negligence), breach of statutory duty or otherwise, is limited as follows:

11.6.1 If any guarantee under the Act is applicable to any good or service supplied by **The Company** and **The Company's** liability is due to a failure to comply with the guarantee and such failure cannot be remedied or is a major failure as defined in the Act (each such failure hereafter referred to as a Relevant Failure). The Company's liability is stated In the Act ins respect of the Relevant Failure.

11.6.2 If the liability is due to a failure to comply with any condition, warranty or guarantee in respect of any good or service supplied by the **The Company** under **The Contract** and such failure is not a Relevant Failure, **The Company's** liability is limited as follows in respect of such failure:

11.6.2.1 If the failure is in respect of goods, **The Company's** liability is limited to replacement of the goods or the supply of equivalent goods, the repair of the goods, payment of the cost of replacing the goods or of acquiring equivalent goods, or payment of the cost of having the goods repaired, as determined by **The Company** at their sole discretion; and,

11.6.2.2 If the failure is in respect of services, **The Company's** liability is limited to the supply of the service again or payment of the cost of having the services supplied again, as determined by **The Company** in its sole discretion.

11.6.3 In respect of all other liability (if any), **The Company's** liability is limited in the aggregate to the amount of \$10,000.

11.7 To the extent permitted by law, **The Company's** liability will have no liability to **The Client**, however, arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity arising out of or in connection with **The Contract** or its performance.

TWELVE (12) | Force Majeure

12.1 **The Company** shall not be under any liability whatsoever for the consequences of any failure on its part to perform or delay in performing any obligation under **The Contract** when due, whilst and to the extent that such or delay is due directly or indirectly to any **Event of Force Majeure**. Without limiting the generality of the forgoing, this includes any liability whatsoever for any delay in completion, delivery, dispatch, shipment or arrival of the goods or in the tender of any documents or the like.

N.B. **"Event of Force Majeure"** includes any "Acts of God," war, riots, strikes, lockouts, trade disputes, fires, breakdowns, mechanical failures, service disruptions and interferences, interruptions of transport, Government action or any other cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of **The Company**. In an event of Force Majeure, either party is obligated to inform the other as early as reasonably possible to minimise the likely impact on the mutual obligations under **The Contract**, triggering termination of **The Contract** under extreme circumstances.

THIRTEEN (13) | Copyright and Licensing

13.1 **The Client** must obtain permissions, consents, licences or otherwise that are needed and give **The Company** access to any and all relevant information, materials, properties and any other matters in order to provide the contracted services.

13.2 **The Client** must comply with **Clause Thirteen (13)**, or **The Company** can terminate their provision of services.

13.3 **The Company** is not liable for any delay or failure to provide the contracted services if this is caused by **The Client's** failure to comply with the provisions of this section.

13.4 **The Client** acknowledges transfer of ownership for any material or content designed by **The Company**, will take place when the payment has been settled in full.

FOURTEEN (14) | Industrial Property Rights

14.1 **The Client** shall not alter, remove or in any way tamper with any of the trade or other marks or numbers of **The Company** attached or to be placed upon the goods.

FIFTEEN (15) | Acceptance of Terms and Conditions

15.1 If **The Company** performs the work outline in the quote under **The Contract** then this represents acceptance of these *Terms and Conditions*.

15.2 If a deposit is paid, then this represents agreement to honour these *Terms and Conditions*.

15.3 Signed Acknowledgement of these *Terms and Conditions* is required under **Seventeen (17)** and returned to **The Company** by **The Client** before the quote will be considered **"accepted"** and **The Contract** binding.

SIXTEEN (16) | Jurisdiction

16.1 The law relating to this agreement shall be the law of The States and Territories of Australia.

SEVENTEEN (17) | Signatories

17.1 The Client (or Authorised Agent)

_____	_____	_____
PRINT NAME	SIGNATURE	DATE

17.2 The Company (or Representative Authorised by the Managing Director)

_____	_____	_____
PRINT NAME	SIGNATURE	DATE



Connect With Our Team

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