



# TERMS & CONDITIONS

SALES & HIRE AGREEMENT



Corporate  
Events  
Australia



## Celebrating Success Together | A Grateful Note From The Managing Director

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 all our esteemed clients who have entrusted us with their events, making every endeavour a remarkable success.

### To Our Valued Clients,

Reflecting on the incredible journey of planning and executing events that inspire, connect, and leave an indelible mark, we are overwhelmed with gratitude for the trust you have placed 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 us with unique challenges and opportunities. Your confidence in our abilities allows us to innovate, craft, and deliver experiences that go beyond mere gatherings, but instead weave stories and forge enduring memories.

We are privileged to have been 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, our Team's dedication knows no bounds when it comes to ensuring that your vision comes to life flawlessly. Your satisfaction is our driving force, and witnessing your delight is our greatest reward.

As we embark on a New Year filled with endless possibilities, we look forward to continuing this incredible journey together. 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 honoured to be a part of your success story.

Warm regards,



**Managing Director**

**Corporate Events Australia**



## ONE (1) | Definitions

**1.1. Corporate Events Australia** refers to Corporate Events Australia (Commercial Entity) and any associated staff (Individuals) employed by Corporate Events Australia, henceforth, "**The Company**".

**1.2. The Client**, henceforth "**The Client**" refers to any Person, Business or Corporation hiring equipment or services from **The Company**.

**1.3. The Contract** henceforth refers to the binding and signed agreement **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 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 **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, operating and removal of Equipment.

**1.3.5. The Client** acknowledges their responsibility for any and all goods, equipment or plant in their care for the duration of **The Contract**.

**1.4.** The headings 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 Client** (including without limiting the foregoing those included in any purchase order or like document from **The Client**) shall apply to or form part of **The Contract**, except and to the extent otherwise agreed in writing by **The Company**.

**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 regulatory 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 for which it is was designed

**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
- 5.1.2. To authorise **The Company** to enter upon such land 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 new replacement if lost or stolen during the hire period
- 6.1.2. An attempt 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 outside our control which increase the cost of the product or service.
- 7.3. Quotes are valid for a period of 30 days from when they were written
- 7.4. Hire charges are based on time out, not time used
- 7.5. One day hire is 24 hours from receipt of the equipment/service
- 7.6. One week is 7 consecutive days and can include weekends and holidays
- 7.7. **The Company** uses a 3 day rental week, i.e. 3 days rental charges equals one week

## EIGHT (8) | Payment and Terms

- 8.1. The Client** is obligated to pay a 50% non 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 date as nominated by the invoice date, excluding international orders where full payment must be completed prior to arriving onsite for the setup.
- 8.3.** All Dry hires and repairs must be paid in advance or on collection and delivery of the equipment.
- 8.4.** Time for payment of the price of the goods shall be of the essence of the Contract and if **The Client** fails to pay the price when due **The Company** may treat **The Contract** as repudiated by **The Client** or may, unless payment in full is made, suspend delivery of the goods the subject of **The Contract** and any goods the subject of any other Contract with **The Client** without incurring any liability whatsoever to **The Client** in respect thereof. In addition, without prejudice to such rights of **The Company**, **The Client** shall (if so required by **The Company**) pay interest to **The Company** on the outstanding amount of the price at the rate of 2% per week compounding until the price is paid in full.
- 8.5.** Notwithstanding any rights of lien to which **The Company** may otherwise be entitled, **The Company** shall have a specific lien (including a 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 Client** shall not be entitled to make any deduction 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 due to Client requirements in preparation for the sale or hire if cancelled within one week of delivery.
- 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 contract date.
- 8.8.** If an event is postponed before 48 hours notice of the contract start date, **The Company** can hold the deposit for no longer than 12 months, at which time the credit expires.
- 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 of our rights under these *Terms and Conditions* and can subcontract or delegate in any manner any or all obligations to any third party.
- 8.11. The Client** must not, without prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any 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 charges 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** request delivery, installation or collection of supplied equipment from **The Company**, **The Client** agrees to pay for reasonable expenses 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 to **The Client's** failure to prepare the site.
- 9.4.** If the equipment is not returned at the end of the hire period, **The Client** will be charged an additional rate for extra time.
- 9.5.** If equipment is returned in an unclean, poor condition, not good repair and in 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 costs incurred associated with any loss of sales on contracts **The Company** suffers due to the loss or damage of hired equipment, whilst the equipment is out of commission or waiting on delivery of replacement/s.

## 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**, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor plus any out of pocket expenses.

## ELEVEN (11) | Warranties and Exclusions of Liability

**11.1.** Neither party is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Services Provider 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 the party in question. If the delay continues for a period of 90 days, either party may terminate or cancel the services to be carried out under these *Terms and Conditions*.

**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 for them, and

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

## ELEVEN (11) | Warranties and Exclusions of Liability (cont.)

**11.6.** Notwithstanding anything to the contrary herein contained but subject to the provisions of any *Prescribed Terms*, **The Company's** liability in respect of any claim arising in any way out of **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 as stated in the Act in respect of that 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 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** in its 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 services 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** 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 failure or delay is due directly or indirectly to any *Event of Force Majeure*. Without limiting the generality of the foregoing, this includes any liability whatsoever for any delay in completion, delivery, despatch, 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, lock outs, trade disputes, fires, break downs, 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**.

If there is an *Event of Force Majeure*, **The Company** will notify **The Client** of the event and the likely impact on its performance under **The Contract**. If the event affect the capacity of **The Company** to complete its material obligations under the Contract in a timely manner, **The Company** may by notice to **The Client** terminate **The Contract** without any liability whatsoever on its part arising from such termination.

## THIRTEEN (13) | Copyright and Licencing

**13.1. The Client** must obtain any 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 services.

**13.2. The Client** must comply with **Clause Thirteen (13)**, or **The Company** can terminate the Services.

**13.3. The Company** is not liable for any delay or failure to provide the 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 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 to or placed upon the goods.

## FIFTEEN (15) | Acceptance of Terms and Conditions

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

**15.2.** If a deposit is paid, then this represents acceptance of *Terms and Conditions*.

**15.3.** Signed Acknowledgement of the *Terms and Conditions* is required under **Clause 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 State of Queensland, New South Wales, Victoria, ACT, South Australia, Western Australia, Northern Territory and Tasmania.

## 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





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**Connect With Us**

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