



# Terms and Conditions

## 1. DEFINITIONS

- 1.1. The "Owner" is Make It Social ABN 14 620 972 143, its employees and agents
- 1.2. The "Hirer" refers to the person, firm or corporation hiring equipment from the Owner
- 1.3. The "Equipment" means all the equipment and accessories supplied to the Hirer
- 1.4. "Terms" means these Terms and Conditions

## 2. CONDITIONS OF HIRE

- 2.1. The hiring of the equipment will commence from the commencement date specified on the invoice and continue for the term specified. The Hirer is entitled to use the equipment for the hire period. Make It Social must agree to any extension of the period.
- 2.2. The Hirer acknowledges that he/she has received adequate instruction on the correct use of the equipment, which includes demonstration, verbal or written instructions.
- 2.3. The Hirer agrees not to use the equipment at locations or purposes different to the equipment's general designated purpose and specified suitability (such as indoor versus outdoor use).
- 2.4. The Hirer acknowledges responsibility for the equipment and is liable for any damage.
- 2.5 A **20% late fee** applies per day.

## 3. TERMS OF PAYMENT

- 3.1. The Hirer agrees to pay Make It Social the hire fee and the bond specified for the equipment for the hire period including any applicable freight and other charges relevant to this agreement.
- 3.2. Conditions of payment of hire goods are as follows:
  - (i) Full hire price is required to confirm the order. A **50% cancellation fee** applies (not including the security bond).
  - (ii) Payment can be made by bank transfer or PayPal. Cash payments are not accepted.
- 3.3. The Owner requires security details at the time of order placement. An order will not be confirmed until security details are supplied to the Owner. The Hirer is to supply:
  - (i) Full Name
  - (ii) Address
  - (iii) Phone Number
  - (iv) Email Address

#### 4. SECURITY BOND

4.1. The Hirer agrees to pay a security bond to cover the hire items in the event they are damaged and/or need to be replaced, cleaned or fixed. The fee is deducted from the bond.

4.2. Equipment includes all packaging items and materials, which come with the hire equipment.

4.3. The bond is refunded to the Hirer upon return of the equipment in the same condition as it was hired. The bond refund will be sent by bank transfer or PayPal within three (3) business days after the return date of the equipment.

#### 5. LOSS OF OR DAMAGE TO THE EQUIPMENT

5.1. The Hirer is responsible for the equipment from the time of pickup or delivery until collection by the Owner and shall pay for all equipment damage or loss caused during that period. This includes –

(i) Damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of equipment;

(ii) Damage due to mysterious disappearance of the equipment;

(iii) Damage caused by the use or operation of equipment in contravention of any of the conditions of the agreement;

(iv) Damage to, or loss of, the equipment from any unknown cause.

(v) Cigarette burns on any of the items.

(vi) Stains on any of the items.

5.2. The Hirer shall protect the equipment from the elements during the time of pick up, use, storage or drop off.

5.3. The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

5.4. Any person signing the documents for and on behalf of the Hirer hereby covenants with the Owner that he/she has the authority to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind them to this agreement. The Owner is then indemnified against all losses and cost incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.

5.5. Where the Hirer is more than one person, liability shall be joint.

5.6. By making a booking through confirming a quote via signature, payment or remittance of funds, the hirer acknowledges and agrees to the Owner's Terms and Conditions.

5.7. In the case of the equipment being damaged, the Hirer may have the opportunity to purchase the damaged equipment.

#### 6. INSURANCE

6.1. The Hirer will maintain at its own expense all appropriate policies of insurance:

(i) For theft and damage to the Equipment hired in an amount not less than the full replacement cost of the Equipment

(ii) For liability, property and casualty insurance coverage in amounts necessary to fully protect the Owner and its Equipment against all claims, loss or damage whatsoever.

## 7. LIMITATION OF LIABILITY

7.1. To the full extent permitted by law, all warranties, conditions and guarantees that may otherwise apply or be implied are excluded and the Owner's only obligation resulting from a breach by it or of any condition, warranty or guarantee that cannot be excluded is limited to:

- (i) Replacing the Equipment or supplying Equipment similar to the Equipment;
- (ii) Repairing the Equipment;
- (iii) Paying the cost of replacing the Equipment;
- (iv) Paying the cost of repairing the Equipment.