

## CONDITIONS OF HIRING - AGREEMENT

In this contract, unless the contrary intention appears : "Equipment" means the goods, supplied by the firm to the hirer whether as specified in this invoice or not, and any one or more of those goods. "Firm" means Bluwillow Pty Ltd trading as Premier Event Trailers, it's successors and assigns. "Hirer" means the person specified as the hirer below. "Contract" means this Hiring Agreement including these conditions of hire.

Words importing the singular number shall include the plural number and vice versa. Words importing any gender shall include all other genders and the neuter. Words importing persons shall include corporations , associations, clubs, societies, government bodies, or authorities and any other entities.

The Hirer agrees to hire the equipment for the period stated herein and to pay the total charge and any other amount as required by this contract. Further charges for items of non disclosure may apply if deemed to be in contrary to hire terms as defined by contract.

The Hirer agrees that the contract contains all terms and conditions of the agreement between the hirer and the firm and that there are no express or implied warranties or conditions given or made by the firm other than those contained in the contract and those that mandatorily apply to this contract by the operation of Statute. The Hirer acknowledges that this agreement is between the Hirer and the Firm and that it is not intended to render the Firm liable for any cause whatever to any persons other than the Hirer.

The Firm gives a limited warranty that in the event of any failure of or any defect in the equipment the Firm in it's discretion shall replace or repair the equipment, supply it again at an agreed time and place or refund the hiring charge.

The Firm shall not be liable for any injury to any person or property, or physical or financial damage suffered by the Hirer or any other person however arising, including as a result of any defect in the equipment, it's setting up or installation or the services provided by the Firm and negligent acts or omissions by the Firm, it's employees and contractors. The firm will take all reasonable care to ensure the safety of all those in the surrounding event space where possible.

To the fullest extent permitted by law the Hirer indemnifies the Firm against all claims, suits and actions by the Hirer or any employee or invitee of the Hirer who suffers loss of any type during the course of the hiring excepting claims within the scope of the above limited warranty.

The equipment shall at all times remain the absolute property of the Firm.

The Hirer shall not part with possession of the equipment other than for its intended purpose for the event or at the place of delivery as specified in this Invoice.

The Hirer agrees not to overload or misuse the equipment and not to permit any other persons to do so. This includes the destination change of power source and electrical circuitry as this will void warranty of mechanical parts.

The Hirer agrees that before using the equipment he shall inspect same and satisfy himself that it is correctly and safely installed and shall not use the equipment or allow others to use it if there is any apparent or potential defect or danger to persons using the equipment. All movements required post the initial set up by the firm staff, due to misplacement of stock by management of the hirer; will be charged at an hourly rate of \$85.00 per hour including GST.

The Hirer shall be wholly and fully responsible to the Firm for the equipment and any part thereof during the following times, namely: Upon delivery to the Hirer, his servant or agent or to the place nominated by the Hirer until redelivery by the Hirer, his servant or agent to the Firm or it's agent.

The Hirer shall have ready the equipment in the same good order and condition as it was at the time of delivery and in the event of the equipment being damaged or soiled in any way whatever and from any cause whatever while in the possession of the Hirer, the Hirer shall pay on demand the cost of excess cleaning, repairing or replacing the equipment as notified by the Firm to the Hirer, or have the cost deducted from the Security Bond. Payment for the balance of the Bond shall be forwarded to the Hirer 7 to 10 working days after the return and verification of equipment. The amount of any costs payable to the Hirer hereunder shall be liquidated debt due to the Firm by the Hirer upon demand.

(i) The Hirer may by notice to the Firm cancel the contract on or prior to the delivery day and if the notice is received by the Hirer: (a) Less than fifty(50) days but at least thirty (30) days prior to the delivery date the Hirer shall pay 50% of the total charge. (b) On the month prior to actual delivery the Hirer shall pay 100% of the total charge. (c) Upon delivery the Hirer shall have paid the 100% of the total charge. (ii) The Firm shall not be obliged to make any rebate on the total charge in the event that the Hirer does not take delivery or returns the equipment prior to the required date.

In the event any specified equipment is not available the Firm may deliver and the Hirer shall accept other similar equipment in substitute therefore.

Any Council or Local Government permits necessary for erection of hired equipment shall be the responsibility of the Hirer.

The Firm shall not be required to accept any claims for short delivery unless, such claims are notified to the Firm by the Hirer forthwith and not later than 24 hours after delivery. I accept the above conditions, which I agree are part of the Hiring Agreement.

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Signature of the Hirer

Print Name

THE EQUIPMENT IS YOUR RESPONSIBILITY AFTER DELIVERY PLEASE CHECK IT REGULARLY. All Hirers are advised for their own protection to cover themselves for the value of the equipment on hire and to insure against all other risks and liabilities of the Hirer. All Hirers are advised to have a responsible person in charge of all equipment and of all persons as mentioned in the terms and conditions endorsed hereon so as to prevent as far as possible any loss or damage to the equipment or any injury to any such person.