

Queen of the castle party hire

ABN 51396073692

EQUIPMENT HIRE TERMS & CONDITIONS

The Equipment Rental Agreement is made on date of deposit paid for date of hire

Between

Queen of the castle party hire

And

Hirer

BACKGROUND

(A) The Owner is the proprietor of the equipment listed in this Agreement

(B) The Hirer will hire the Equipment specified in the booking confirmation from the Owner upon the terms and conditions in this Agreement.

(C) Paying the \$200 deposit to secure booking serves as agreement to these terms and conditions.

OPERATIVE PROVISIONS

1. Hire of Equipment

(a) The hiring of the Equipment will commence from the commencement date specified in 'Booking Form'.

(b) The hirer is entitled to use the Equipment as outlined in the 'Booking Form' and for any agreed period.

2. Payment for rental

(a) The hirer agrees to pay the Owner the hire fee specified in the Booking Form (\$200 deposit to secure booking, remaining hire fee and any additional travel charges)

(b) Deposit of \$200 must be paid to secure booking date.

(c) Remainder of payment to be paid 24 hours before event unless paying in cash, cash payment can be made on booking date after set up.

3. Use of Equipment

(a) The Hirer agrees that the use of the Equipment carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.

(b) The Hirer will use the Equipment in a good and careful manner, respecting the Equipment with any applicable law, whether local, state or federal respecting the use of the Equipment, including but not limited to, environmental and copyright law.

(c) The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

(d) The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Equipment and related operations.

(e) Unless the Hirer obtains prior written consent from the Owner, the Hirer must not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic values of the Equipment.

4. Taxes

(a) The Hirer will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which payment is due. The Hirer will pay any and all penalties and interest for failure to report required information to any taxing authority, jurisdiction over the Hirer of Equipment. If the Hirer fails to perform the obligations in this clause, the Owner may, but is not obliged to, do so at the Hirer's expense.

(b) Notwithstanding any other provision of this Agreement, the Hirer will not be required to pay any tax, fee or charge if the Hirer is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in absence of a prescribed form, in a reasonable manner. However, the Hirer will indemnify and reimburse the Owner of damages and expenses incurred by the Owner arising from or related to the Hirer's failure to pay any tax, fee or charge, regardless of whether the Hirer is contesting the validity of the same or not.

(c) If the Hirer fails to pay any and all taxed, fees, and charged mentioned in this Agreement and the Owner, on behalf of the Hirer, pays the same, the Hirer will reimburse the Owner for the cost upon notification from the Owner of the amount.

5. Indemnity

(a) The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Equipment.

6. Loss, damage or breakdown of Equipment

(a) The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted) during the hire period.

(b) If there is a breakdown or failure of the Equipment, then the Hirer must contact the Owner to organise the Equipment to be collected. The Hirer must not attempt to repair the Equipment.

7. Hirer's warranties

The Hirer warrants that:

(a) The Equipment will be used in accordance with the conditions outlined in the Schedule;

(b) The particulars in the Schedule are correct in every aspect and are not misleading in any way including, without limitation, by omission;

(c) The Equipment will not be used for any illegal purpose;

(d) The Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Equipment in any way;

(e) The Hirer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose.

(f) The Hirer not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

8. Insurance

(a) The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.

9. Liability

(a) The Hirer will assume all risks and liabilities for and in respect of the Equipment and for all

injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the Equipment.

10. Disclaimer

(a) To the extent permitted by law, the Owner disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Equipment.

11. Title

(a) The Hirer acknowledges that the Owner retains title to the Equipment and that the Hirer has rights to use the Equipment for hire only. The Hirer does not have any right to pledge the Owner's credit in connection with the Equipment and agrees not to do so.

(b) The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire otherwise part with or attempt to part with personal possession or otherwise not to deal with the Equipment and not to conceal or alter the Equipment or make any addition or alteration to, or repair of, the Equipment.

12. Repossession

(a) The Owner may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.

(b) If repossession occurs, the Owner will only withhold the \$200 booking deposit.

13. Completion of Hire Period

The Hire Period is completed when the Equipment has been collected by the Owner:

(a) In the same condition as when it was hired; and

(b) On or by the date and time outlined in the Booking form or by written discussion.

14. Default

(a) The occurrence of any one or more of the following events will constitute an event of default under this agreement.

(i) The Hirer fails to pay any amount provided for in this Agreement when such amount

is due or otherwise breaches the Hirer's obligations under this Agreement.

(ii) The Hirer becomes insolvent or makes an assignment of rights or property for the benefit creditors or files or has filed bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.

(iii) A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

15. Remedies

(a) On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies:

(i) Declare the entire amount of the Rent of Term immediately due and payable without notice or demand to the Hirer.

(ii) Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.

(iii) Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.

(iv) Terminate this Agreement immediately upon written notice to the Hirer.

(v) Pursue any other remedy available in law or equity.

16. Non-merger

(a) The covenants, agreements and obligations contained in the Agreement will not merge or terminate upon the termination of this Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

17. Severance

(a) If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision has been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

18. Governing law

(a) This Agreement will be constructed in accordance with and governed by the laws of Western Australia. Each part submits to the non-exclusive jurisdiction of the courts of Western Australia there in connection with matter concerning this Agreement.

19. Interpretation

(a) In this Agreement, unless the context otherwise requires:

- (i) A reference to the singular includes the plural and vice versa;
- (ii) A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- (iii) A reference to an individual will include corporations and vice versa, and;
- (iv) If a word or expression is defined, its other grammatical forms have corresponding meaning.
- (v) Headings are for convenience only and do not affect interpretation.

20. Cancellation policy

(a) The Owner may cancel this Agreement immediately by written notice to the Hirer if:

- (i) Any amount payable by the Hirer under this Agreement is not paid when due;
- (ii) The Hirer breaches any provisions of this Agreement (except in relation to payment of an amount)

(b) If the Hirer chooses to cancel a booking for any reason, the following rules apply:

- (i) The Hirer must give a minimum of 10 days' notice to cancel to receive a refund of the \$200 deposit paid.
- (ii) If the Hirer gives less than 10 days' notice, the \$200 deposit will not be refunded