

1. DEFINITIONS

Conditions of hire are the terms and conditions outlined in this document.

Equipment means any physical item and/or service listed on any document.

'We' 'Us' 'Our' refers to Excel Event Hire Pty Ltd ABN 40 617 423 202, Brisbane Party Hire, Ipswich Event Hire, Ipswich Hire, Ipswich Party Hire, Iceberg Cold Rooms Pty Ltd and any other trading names, subsidiaries or associated companies.

Hirer refers to the person/s or entity hiring the Equipment and is hereinafter referred to as "You" or "Your". Where the Hirer consists of more than one person, this Hire Agreement binds all such persons jointly and individually.

Interest rate is 8% per annum.

Hire is inclusive of the contents of both a tax invoice and/or quote listing the equipment and the specified dates of hire.

Payment date means the date for payment specified on any tax invoice provided to You or otherwise agreed between You and us.

Picking Slip means our hire delivery docket, listing the Equipment hired by You from Us at your request.

Hire Period is the period specified in the Hire.

2. PRIOR TO HIRE

We may require You to provide documents or further information (council permits, underground services etc.) as part of the Hire, and We shall not be obliged to consider the Hire until such documents and further information have been provided

3. CONDITIONS TO HIRE

We shall consider each Hire but shall not be obliged to accept any Hire.

If You accept the Hire, You are subject to the Conditions of Hire.

Within a reasonable time after receipt of hire, and with You being notified, We may, for any reason, decide not to supply the equipment, and We are not liable for any loss or damage suffered because of the non-supply. You must only use the Equipment for the purposes for which the Equipment was designed.

4. CONDITION AND EQUIPMENT COUNT

We guarantee that at the time of delivery We have taken all reasonable care to ensure that the Equipment is in working order and condition.

Our count and/or decision as to the condition of Equipment prior to dispatch and upon return shall be final and cannot be disputed by You or a representative of You.

5. SITE ACCESS, INSTALLATION AND DISMANTLING REQUIREMENTS

Hires are subject to a site inspection at Our request and You must ensure adequate access to the site and sufficient electrical power for installation and operation of the Equipment. We are entitled to use Your electrical and power supply to fulfil our obligations under the Hire at no cost to Us.

Where the Equipment is delivered or installed on Your property You do not own such equipment, You warrant that We have permission to access and use the property and its power supply at no cost to Us. You grant Us the right to access the property at any time to inspect, repair, service, or remove the Equipment in any event.

6. LOSS OR DAMAGE

If the Equipment is lost, stolen, permanently unusable, or You lose possession in any way. You must: -

- a. Immediately inform us.
- b. Pay Us all moneys owing to cover the cost of replacing the Equipment.

You are liable for all loss or damage, regardless of the cause, and must continue to pay all Hire charges associated with the Hire.

7. DELIVERY

If We agree to deliver the Equipment to You: -

- a. Delivery commences from the time the Equipment leaves our premises; and concludes on delivery back to our premises.
- b. Delivery will be to the location nominated by You and confirmed on our Hire documents. Where a location is not agreed on prior to delivery; the Equipment will be delivered to a loading dock or the ground floor of a residence.
- c. We will use our best endeavours to have the Equipment delivered to You promptly. The Hire is not affected by any delay in delivery, late delivery, or non-delivery of the Equipment.
- d. You are not entitled to make any claim for compensation or terminate the Hire because of late delivery of the Equipment.
- e. Additional charges apply for delivery or removal to higher or lower levels of a building or if the agreed time is outside of Our business hours.
- f. You must not remove, relocate, or alter the Equipment in any way without our prior written consent.

8. COLLECTION

If We agree to collect the Equipment, You must: -

- a. Make the equipment available for collection by us from the location where the Equipment was delivered, unless otherwise agreed in writing by Us.
- b. Ensure all Equipment is ready for collection by Us by the nominated time for collection in a clean, dry and an appropriately packed condition.
- c. You shall pay for cleaning and/or any damage resulting from the equipment not being appropriately rinsed and/or packed.
- d. If the Equipment is not returned by the 'return date' specified in the Hire You will be charged a fee appropriate to the Hire by Us until the equipment is returned.
- e. You will pay all consequential charges (e.g., overtime) in relation to the late return of the Equipment.

9. INSTALLATION

If the Hire requires installation or set-up of the Equipment by Us, You must provide Us with full and complete site plans, layout diagrams, and access details no less than 14 days prior to the delivery date.

10. CANCELLATION AND EARLY RETURN

If You cancel the Hire more than seven days before the Hire is to commence, 30% of the total Hire is to be paid to Us and is non-refundable. If there is a remaining balance it will be available to You as a credit note. If You cancel the Hire within seven days prior to Delivery, the whole cost of the Hire is payable to Us and is non-refundable.

11. DEPOSIT AND PAYMENT OF HIRE

You agree to pay all charges specified in the Hire.

Unless otherwise agreed in writing You will pay a 30% deposit on confirmation of the Hire, if not received, Equipment will not be held for You. Complete payment of the Hire is due within seven days prior to the Hire date.

12. ACCIDENTAL COLLECTION OF EQUIPMENT THAT DOES NOT BELONG TO US

If We come into possession of any goods/equipment other than our own during the Hire Period, We will notify You in writing and store the goods for 14 days. If you have not claimed the goods within 14 days after We notify You, then We may: -

- a. dispose of those goods without liability to Us
- b. return the goods to You at Your cost
- c. hold goods for your collection for one calendar month.

13. TRANSPORTATION CHARGES

Transportation charges are calculated on suburb and accounts for fuel, vehicle maintenance, staff labour, and other operational costs.

Unless otherwise agreed in writing, You are responsible for all transport costs associated with the delivery and collection of the Equipment including: -

- a. where additional trips are required due to Us not being able to complete the delivery/collection of Equipment when scheduled
- b. where non-returned items require Us to perform another collection.

14. USE, REPAIR AND MAINTENANCE OF EQUIPMENT

You agree to: -

- a. Except for fair wear and tear, always keep and maintain the Equipment, in proper working order and condition.
- b. Not, without the prior written consent from Us, make any replacement, alteration, or repair to the Equipment. Including any act which may deface or affect the operation or identification of the manufacturer's warranty in respect to the Equipment.

In the event of the breakdown or damage of the Equipment: -

- a. Due to fair wear and tear, We are responsible for the repair.
- b. Due to any misuse, mishandling, faulty operation, negligence, incorrect servicing, and maintenance on the part of You, Your employees or agents, or otherwise, You are responsible for the repair of such Equipment.

If You are of the opinion that the Equipment has broken down due to fair wear and tear: -

- a. You must notify Us of such as soon as is practical, but in any event, no later than the following business day; and
- b. We, together with Our employees, contractors and agents, must be able to immediate access the Equipment; and
- c. if We are delayed from accessing the Equipment, You will be additionally liable to pay the daily rates for each applicable day.

All replacement parts that are fitted by You, or on behalf of You, become Our property on return upon their attachment to the Equipment.

15. DEFAULT

If You default in any way, then: -

- a. We may terminate any Hire Agreement without notice to You.
- b. Any outstanding payment from You is immediately payable to Us.
- c. We may retake possession of Equipment without notice. We are not liable for any damage caused upon entry and removal to the property holding the equipment.

You irrevocably appoint Us as Your agent and authorise Us to enter on any land or premises owned by or under the control of You upon which the Equipment is then situated and You agree to indemnify Us in respect of any claims, damages or expenses arising out of the action taken pursuant to this provision.

16. ACKNOWLEDGEMENTS OF HIRER

You acknowledge that: -

- a. You have received adequate verbal and/or written instructions on the correct use of the Equipment.
- b. The use, operation and possession of the Equipment is at Your risk.
- c. Any labour hire provided by You for installation and/or removal of the Equipment shall be provided at Your cost.
- d. No option to purchase the Equipment has been offered and there is no contract or agreement for the sale of the Equipment.

17. RESPONSIBILITY OF HIRER

The Hirer indemnifies and must keep Us fully always indemnified against losses, liability, claims, penalties, fines, judgements, costs, and expenses arising directly or indirectly from:

- a. The operation, use, maintenance, control, transport, or management of the Equipment.
- b. Any design, article, or material relating to the Equipment, including any actual or alleged infringement of intellectual property rights.
 - i. Loss of or damage to, the Equipment from any cause; and
 - ii. Any failure or default by the Hirer to comply with its obligations under the Hire Agreement.

This indemnity continues in full force and effect despite the termination or expiry of the Hire.

18. FORCE MAJEURE

If We are unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond our control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war). We may give written notice to that effect of You, giving full particulars of such force majeure, in which case Our obligations under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. We shall not be liable for any loss or damage suffered by You because of any delays caused by such force majeure events.

19. SECURITY INTEREST

The Hirer must not enter into any security agreement that allows any other person to have or to register a security interest in relation to the Equipment.

In accordance with section 115 of the *Personal Property Securities Act 2009* (Ch) ('PPSA'), where any hired equipment is not used predominantly for personal, domestic, or household purposes:

- a. You and Us agree to contract out of sections 95, 118, 121(4), 130, 132(4), 135, 142 and 143 of the PPSA; and
- b. You waive Your rights to:
 - (i) receive any notice under sections 95, 118, 121, 130, 132 or 135.
 - (ii) receive a copy of, or any verification statement relating to, a financing statement or financing change statement registered by us in respect of any security interest in the Equipment
 - (iii) apply to a court for an order to remove an accession under section 97; and
 - (iv) object to our proposal to dispose of or retain any collateral under sections 130 or 135.

All terms referred to in this clause have the meanings given in the PPSA.

20. LIMITATIONS OF LIABILITY

You agree that We are not liable for any direct, indirect, or other consequential loss or damage to You or Your property.

To the extent permissible by law, You release Us, our agents and employees from all claims, losses and damages. Including but not limited to injury, death, property damage, delay, or financial loss resulting from the use, operation, repair, maintenance, storage, or breakdown of Equipment.

21. MISCELLANEOUS

Every Hire is governed by the laws of Queensland.

No amendment or variation of the Hire Agreement is valid or binding on Us unless agreed to in writing by an identified Director of Ours.

Any Waiver by us of any default by You in the strict and literal performance of or compliance with any provision, condition or requirement, or any delay by us in exercising any remedies available to us under the Hire Agreement, will not constitute a variation or waiver of any provision, condition or requirement or remedy available to us.

In the event any term or provision of any Hire Agreement is invalid, illegal or unenforceable, such term or provision is to be severed from the Hire as if it were never a part of it, with the remainder of the Hire unaffected by such severance.

22. SUBSTITUTIONS

We have the right to replace any of the equipment hired with a reasonable substitute at Our discretion without liability to You.

23. COSTS

You shall pay any losses, expenses, damages, commissions, interest and costs, including solicitor and own client legal costs, arising from Your failure to comply with Your obligations under a Hire.

24. PROPRIETARY RIGHTS

We retain all ownership and copyrights in materials, documents, and information. You may only use them for the purpose they were provided and must not share or disclose them to any third party without our written consent.

You agree not sell, transfer, assign, lease, part with possession or otherwise dispose of the Equipment, or agree, offer or purport to do any such thing.