

Events and Settings STANDARD TERMS (CONDITIONS OF HIRE)

1. Definitions

In these terms; the following terms; have the following meanings:

Claims means any claim, legal action or liability for damages or compensation liability to pay any fine or penalty, expenses, including repair and legal costs, consequential losses and injury, including personal injury and death

Contract means the contract to hire the Equipment, constituted by the Order, these Terms, any Special Term; and such other documents or written communications, which evidence the agreement between the Owner and the Hirer

Equipment means all the property that the owner agrees to hire to the Hirer, including Equipment hired by Events and Settings on behalf of the Hirer.

Hirer means the person/s, firm or corporation hiring the Equipment from the Owner

Hire Period means the period for which the Equipment is hired, as shown on the Order or on the contract or as subsequently agreed between the Owner and Hirer

Owner means the company, which supplies the Equipment to the Hirer, being the Sotiris Family Trust trading as Events and Settings ABN [21 612 483 757](https://abn.gov.au/abn/21612483757)

Order means the form used by the Owner for the placement of orders to hire Equipment

Price means the price for hiring the Equipment, as shown on the Order or subsequently agreed between the Owner and Hirer

Site means the place to which the Equipment is delivered or the place where it is installed by the Owner

Special Terms means any terms (other than these Terms) which are specified in the Order or on the contract, or as subsequently agreed in writing between the Owner and Hirer

Terms means these terms

2. Application of Terms

These terms apply to all Equipment hired by the Hirer from the Owner. If the Special Terms are inconsistent with these Terms, the Special Terms prevail to the extent of any inconsistency.

3. Hire

The Hirer hires the Equipment from the Owner for the Hire Period for the Price.

4. Ordering and Acceptance

The Hirer may offer to hire the Equipment by delivering an Order to the Owner. The Owner accepts the Order when it communicates acceptance to the Hirer.

A 50% deposit is required to confirm your order. The remainder will be due one month from the date of your function.

The owner will not return any deposits except in extenuating circumstances. Once a deposit is received it is assumed the Hirer is in agreeance with these Terms and Conditions.

5. Price

The Price is for the hiring of the Equipment for the Hire Period. It does not include delivery, preparation of the Site, freight, installation, dismantling, packing or pick up, unless otherwise stated.

6. Additional Costs

The Hirer must pay to the Owner in addition to the Price, all costs incurred by the Owner (including labour costs):

- (a) for delivery of the Equipment, including any additional costs for delivery to a Site not at street level
- (b) for freight, installation, dismantling, packing and pick up of the Equipment
- (c) for providing any service to the Hirer outside of ordinary work hours, on weekends or public holiday
- (d) for design, consultancy and other similar services provided in connection with the hire of the Equipment or the Hirer's event
- (e) if the Site is not adequately prepared for delivery and/or installation of the Equipment
- (f) if the Owner cannot obtain access to the Site
- (g) arising from a variation to the Contract, including without limitation, a change in the type of Equipment required, a change in the position where the Equipment is to be or has been installed upon the Site, a change in the location of the Site, or a change in the delivery or pick up instructions from those first agreed
- (h) arising from a failure of the Hirer to be in attendance at the agreed time for delivery or pick up of the Equipment
- (i) in cleaning the Equipment where it has been returned in an unclean state
- (j) for service calls to the Site during the Hire Period
- (k) for Site inspections in excess of those agreed to in this Contract
- (l) in enforcing any provision of the Contract against the Hirer
- (m) for replacement of any Equipment not returned by the Hirer at the end of the Hire Period, or at the Owner's election one hundred per cent (100%) of the daily rate applicable under the Contract for each day or part thereof that Equipment remains unreturned. If any costs referred to in this clause are ascertainable before the Hire Period commences, they must be paid before that time. This provision does not limit the Owner's rights to damages, compensation or indemnity under any other provision of these Terms.

7. Copyright

The Hirer acknowledges that copyright in all designs, drawings, proposals and other material produced by the Owner or any of its consultants in connection with this Contract remains the property of the Owner (or its consultants as the case may be). The Hirer must not infringe copyright in respect of that material.

8. Price Lists

Any price lists published by the Owner may be changed without notice.

9. Payment

Unless otherwise agreed between the Owner and the Hirer payment of the price shall be made as follows:-

- (a) 50% non-refundable deposit on acceptance by the Owner to secure Order of Equipment.
- (b) 50% 1 month prior to commencement of the Hire Period.

The Owner is not obliged to deliver possession of the Equipment to the Hirer until funds tendered as payment of the Price are cleared.

10. Interest on Unpaid Amounts

The Hirer must pay interest to the Owner at the rate of one percent (1%) per month on any amount that is overdue, from the date it becomes due until the date it is paid.

11. Cancellations and Early Return

If the Hirer cancels the Order after it has been accepted or fails to take delivery of the Equipment the Hirer must pay the Price to the Owner as liquidated damages. The Hirer is not entitled to any refund of the Price if they return the Equipment before the Hire Period Ends.

12. Instructions from Hirer

The Hirer must provide the Owner with clear delivery, installation and pick up instructions at least seven days prior to commencement of the Hire Period. These instructions must include the date, time, place and name of the Hirer's representative who will receive and return the Equipment.

13. Access

The Hirer warrants that it has the right to access the Site, and that the Owner may access the Site to fulfill its obligations under the Contract.

14. Preparation on Site

The Hirer must prepare the Site to the Owner's satisfaction for delivery, installation, dismantling and pick up of the Equipment. This includes ensuring the Site is accessible, removing obstacles, leveling the ground and ensuring the Site is safe. The Owner is not responsible for doing these things.

15. Electricity

The Owner may use the electricity supply at the Site for the purposes of installing and/or operating any of the Equipment at no cost to the Owner.

16. Return of Equipment

The Hirer must return the Equipment to the Owner during normal trading hours on the last day of the Hire Period (unless otherwise agreed to in writing). Where the Owner has agreed to collect the Equipment from the Hirer, the Owner must have the Equipment ready for collection on the last day of the Hire Period at the agreed time and in accordance with the pick up instructions. The Equipment must be returned clean, in good repair, properly stacked and packed, and otherwise ready for transit or storage.

17. Owner Receiving Hirer's Goods

If when the Equipment is returned or collected the Owner receives goods owned by the Hirer, the Owner may dispose of those goods without liability to the Hirer unless the Hirer claims them within fourteen days from the date they came into the Owner's possession and whether the Hirer claims them or not, the Owner may return the goods to the Hirer at the Hirer's cost.

18. No Warranty

The Owner gives no warranty that the Equipment is fit for the purpose required by the Hirer. The Hirer must determine the condition and suitability of the equipment hired for the purpose required.

19. Substitution of Equipment

The Owner may substitute the Equipment ordered with equipment of a similar type without liability to the Hirer.

20. Display of Name

The Owner's identification, trading name, trademark and signage may appear on the Equipment. The Hirer must not alter, make additions to, deface, erase or conceal any identification mark, plate, number or sign on or in the equipment or in any manner interfere with the equipment. The Hirer cannot claim any charges from the Owner for advertising in respect these.

21. Risk

The Equipment is at the sole risk of the Hirer during the Hire Period and at all times during which it is on the Site or in the Hirer's possession. The Hirer holds the Equipment as bailee

and must take reasonable care of it. The Hirer must not part with possession of the Equipment or encumber it.

22. Instructions in Use

The Hirer acknowledges that it has received instructions in the use of the Equipment, that it understands those instructions, and will comply with them.

23. Inspections and Repair

The Owner may inspect and repair the Equipment at any time during the Hire Period without prior notice to the Hirer and the Hirer agrees to allow the Owner or its representative to enter upon the Site for this purpose.

24. Removal, Alteration and Use of Equipment

The Hirer must not remove the Equipment from the Site or from its position of installation, alter the Equipment, repair or attempt to repair the Equipment; or use the Equipment for a purpose which is different from that for which it is designed.

25. Damage to Equipment

The Hirer must compensate the Owner for the replacement cost of any Equipment that is damaged, lost or stolen during the Hire Period or at any time during which it is in the Hirer's possession. The Hirer must also compensate the Owner for any other loss or expense it incurs as a result of such events. The Hirer acknowledges that any Equipment that has been damaged will be kept for one month after it is returned to the Owner, and then will be destroyed. A statutory declaration signed by the Owner as to the condition of the Equipment and the number of items delivered and/or returned is final, cannot be disputed by the Hirer and is admissible in legal proceedings as conclusive evidence of its contents.

26. Bond

If requested by the Owner the Hirer must pay (in addition to the Price) a bond of up to 50% of the Price. The Owner may apply so much of the bond as is necessary to compensate the Owner for any breach by the Hirer of the Contract, or any damage or loss sustained in respect of the Equipment. The balance if any is refundable to the Hirer.

27. Indemnity

The Hirer indemnifies the Owner, its officers, employees and agents against all Claims the Owner incurs as a result of the Hirer's negligence, the Hirer's breach of the Contract, the Hirer's breach of any warranty contained in these Terms, the Hirer's breach of any law, preparation of the Site for delivery or installation of the Equipment, the Owner's entry upon the Site, the delivery, installation, inspection, use, dismantling and collection of the Equipment, and contact with underground pipes or wires on the Site.

28. Owner Not Liable

The Owner is not liable to the Hirer for, and is released from liability in respect of failure to have the Equipment ready for collection when the Hire Period commences, failure to deliver the Equipment in accordance with the delivery instructions, loss, damage or injury to any person, property, animal or thing resulting from the delivery, installation, inspection, use, dismantling and collection of the Equipment, the break down or failure of the Equipment, failure to provide equipment of the type and in the quantity specified in the Order, and defects in the installation of the Equipment at the Site.

29. Exclusion of Laws

To the extent permissible by law, all warranties or other rights implied by law in favour of the Hirer are excluded.

30. Limitation on Liability

If the Owner is liable to the Hirer for a breach of this Agreement or any warranty implied by law which has not been lawfully excluded, the Owner's liability is limited to

- refunding the Price
- repairing the Equipment
- replacing the Equipment
- supplying the Equipment for hire again
- or payment to the Hirer of the cost of having the Equipment supplied for hire again.

The choice as to which option is appropriate is at the sole discretion of the Owner. The Owner is not liable to the Hirer for consequential or indirect loss, economic loss, or other expenses. The Hirer must not claim a lien over or retain possession of the Equipment in satisfaction of its claim.

31. Termination

The Owner may terminate the Contract at any time without liability to the Hirer. If the Contract is terminated the Hirer must return the Equipment, or the Owner may at its election collect the Equipment from the Site at the Hirer's cost.

32. Amendments

No amendment to the Contract will be binding on any party unless made in writing properly and duly executed by that party.

33. Waiver

The failure of the Owner to exercise any right arising as a result of a breach by the Hirer of the Contract will not waive that right, nor will any practice developed between the parties waive or lessen the Owner's rights under the Contract.

34. Assignment

The Hirer must not assign the Contract.

35. Governing Law

The Contract will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland Courts in Brisbane City.

36. Severance

If any provision of the Contract is, for any reason, considered or found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract. The remainder of the provisions of the Contract will remain in full force and effect unless the basic purposes of the Contract are defeated.

37. Warranty of Authority

The person signing the document for and on behalf of the Hirer thereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person so signing this agreement failing to have such power and/or authority.

38. Joint and Several Liabilities

If the Hirer is more than one person the Hirer is jointly and severally liable under the Contract.

39. Privacy Policy

Events and Settings collects your personal information to assist us in providing the goods or services you have requested and to improve our products and services. We, Events and Settings and all related companies, may be in touch to let you know about goods, services or promotions which may be of interest to you. Please let us know if you object to this and if you would prefer not to be contacted with special offers or in relation to our other goods and services.

40. Theft, Loss and Damage

The Hirer is responsible for the theft, loss and damage to the equipment whilst on hire and the cost of replacement or repairs to such will be charged to the Hirer. The Hirer remains responsible for, loss or damage occurring to the Equipment, expressly included but not limited to, the loss or damage as defined below:

- (a) breach of any statutory laws or regulations in connection with the use of the Equipment by the Hirer
- (b) misuse, abuse, willful or malicious acts, negligent or reckless use or overloading of the Equipment or wrongful conversion or caused by any corrosive substances e.g. caustic, cyanide, saltwater, acid etc.
- (c) motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical equipment
- (d) disregard for instructions given to the Hirer by the Owner in respect of the proper use of the Equipment or in contradiction of the manufacturer's instructions if supplied with the Equipment at the time of hiring
- (e) unexplained disappearance of the Equipment
- (f) theft of the Equipment
- (g) while the Equipment is in transit, if being carried by the Hirer or an employee, contractor or agent of the Hirer or whilst located, used or loaded, transported on or over water, wharves, bridges or vessels of any kind
- (h) Loss or damage of tools, accessories, attachments and other similar associated items.