

event essentials Pty Ltd, ABN 84 121 878 402

## TERMS & CONDITIONS

All hires are subject to these standard terms of hire, a copy of which is provided with every quotation, order confirmation and invoice.

**1. DEFINITIONS AND LAW** The complete Contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as the "Contract". The Hired Item(s) are those stated in the relevant Contract and are hereinafter referred to as the "Equipment". The "Hirer" is the person, firm, company, corporation or public authority taking the Suppliers Equipment on hire. The parties to the Contract are the Supplier of the Equipment, event essentials Pty Ltd or CarpetHire.com, hereinafter referred to as EE/CH and the Hirer named in the Contract. This Contract shall be governed by and construed in accordance with the law of Australia.

**2. Ownership;** All Equipment remains the property of EE/CH and is offered for hire subject to availability.

**3. Period of Hire;** The hire of Equipment will commence from the time Equipment and staff arrive at site, and will continue until completion of dismantling. The hire charges do not include attendance by EE/CH staff during the hire period except during the actual process or erecting & dismantling

**4. Pricing;** Prices listed are single hire prices only (1-3 days). Prices do not include transport or labour. EE/CH will not be held responsible for any errors or omissions in quotation and Contracts and reserve the right to correct errors or omissions at a later date. We may decline to offer or give credit at our discretion. There will be a minimum hire charge of \$200.00 plus GST before delivery and or installation services are offered. Pricing is subject to change without notice.

**5. Payment;** All orders require prepayment unless prior credit arrangements have been made. Cheques are only accepted with prior arrangement. Credit card facilities (Visa, MasterCard and American Express) are available, purchases over \$500 (GST inclusive) will incur a merchant fee charge of 1.3% plus GST. Overdue accounts will incur interest at the current penalty interest rate set under the *Penalty Interest Rates Act 1983* (Vic). Unless by prior arrangement a minimum deposit of 25% (non-refundable) shall be payable 2 months in advance of the date of hire, final payment of the balance shall be required 1 month in advance of the date of hire. If payment is late, the booking may be not deemed as accepted by EE/CH. In the event of default of payment of an account, the Hirer will indemnify EE/CH against all costs it incurs in regard to recovery of the debt including, but not limited to, solicitors and other legal fees.

**6. Extent of Contract;** The Contract will come into being between the Hirer and EE/CH when the Hirer has placed an order, detailing their requirements and agreeing to be bound by these Terms & Conditions, and EE/CH has accepted the order.

**7. Delivery & Collection;** Delivery dates and times shall be agreed in advance with the Hirer, EE/CH accepts no responsibility in the event that the dates, times or location change without prior notification and that a new Contract of hire form is signed by the Hirer and acknowledged by EE/CH. Delivery times are approximate only and failure to deliver on the stated date or specific time shall not render us liable for damage, lost time or any other consequential loss. Hirers should ensure that they or their representatives are at the delivery address. Wasted journeys may be charged for.

**8. Reductions;** EE/CH will accept reductions in the goods hired up to 7 days prior to the start of the hire. EE/CH retains that sole discretion to accept changes after this time. Additions can be made subject to availability at any time.

**9. Cancellation Charges;** The following cancellation charges are applicable: Confirmed Orders Cancelled within 14 days of the installation date 25% of hire charge, Confirmed Orders Cancelled within 7 days of the installation date 50% of hire charge, Confirmed Orders Cancelled within 24 hours of the installation date 100% of hire charge.

**10. The Site;** The hire charges are arranged on the assumption the ground is firm and flat, and that there is easy access for motor vehicles and staff. The hire charge does not include making good repairs to the site. Special rates may be applicable if access to the site is too adverse. Under no circumstances is there to be any fire, naked flame, BBQ or any other heat source to be lit, exposed or used in proximity to the Equipment.

**11. Permissions;** The Hirer shall be solely responsible for obtaining any permissions required before the erection of the Equipment. The Hirer shall be responsible for complying with all relevant laws, bylaws & regulations applicable & incidental to the use of the Equipment.

**12. Removal of Equipment;** Equipment must not be removed from the site specified by the Hirer when the Equipment was delivered or collected as described in the Contract, without the authority of EE/CH or from any subsequently authorised site.

**13. The Hirer;** The Hirer is totally responsible for checking that all items ordered are delivered and if any of the items are missing, wrong or faulty they must notify EE/CH immediately. EE/CH will make every effort to rectify any problem. EE/CH reserves the right to alter items to the nearest substitute if necessity arises.

The Hirer shall not be entitled to withhold payment of any of the amount payable under the Contract because of any disputed claim of the Hirer in respect of defective services or any other alleged breach of Contract.

The Hirer shall be deemed to have accepted responsibility for the safe custody of all Equipment hired. The Hirer's responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends when EE/CH is in possession of the all the Equipment when the site is cleared. The Hirer will not sell or otherwise part control of the Equipment.

**14. Damage;** Equipment is to be returned in a dry and clean condition. Cleaning charges may apply if Equipment is returned in a condition we deem soiled beyond 'normal use'. During the period of hire all damage or loss (other than fair wear and tear and acts of god) is the responsibility of the Hirer and all losses will be charged at replacement value. It must be understood that the Equipment is only intended as a temporary installation and to a certain degree will not safeguard against adverse weather conditions.

**15. Indemnity for lost, stolen or damaged Equipment;** The Hirer agrees either to insure the Equipment against loss, theft or damage beyond economic repair on a "new for old" basis or alternatively indemnify EE/CH in a similar amount. All monies received by the Hirer from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hirer and paid to EE/CH on demand. The Hirer shall not compromise any claim without the express consent of EE/CH.

### 16. Non-returned, lost, stolen, damaged, or unclean Equipment

(i) The Hirer accepts full responsibility for the care, safekeeping and return in good order of the Equipment.

(ii) The Hirer will pay to EE/CH all costs incurred by EE/CH in rectifying the condition of any Equipment returned damaged or unclean. Additionally, the Hirer will pay to EE/CH a charge equating to the financial loss to EE/CH until such rectification is complete.

(iii) In case of Equipment which is lost or stolen or damaged beyond economic repair the Hirer shall in all cases meet the Hirer's obligation under Condition 16. Additionally, in any case where the loss, theft or damage aforesaid results from any breach of Contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to EE/CH until the indemnity referred to in Condition 16 is paid. The Hirers liability under this Condition shall be without prejudice to any other rights of EE/CH.

**17. Public Liability;** The Hirer shall at all times and in all respects indemnify EE/CH against and from, any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing injury to the Hirer and injury to any servant, employee or agent of the Hirer) and in respect of damage to or loss of any property whatsoever (including the Equipment indemnity as determined by condition 16) arising out of or in connection with or consequent upon hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any thereof.

**18. Liability;** EE/CH does not accept liability for any delays or non-performance due to:

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| (a) Loss or damage of any of the goods by fire, theft, flood, storm, tempest or accident. | (b) Strikes or industrial disputes.  |
| (c) Weather conditions.   | (d) Problems caused by Public, Local or location Authorities to which the Hirer should have obtained prior permission. |
| (e) Unsuitable site.  | (f) Equipment or mechanical breakdown.   |
| (g) Act of God.   | (h) Travel delays.   |
| (i) Any other cause outside of EE/CH's control.   |  |

By proceeding with a booking that includes use of adhesive tapes the hirer is responsible for ensuring that the installation surface is in a robust condition which is suitable for the tapes supplied

**19. Consequential losses;** EE/CH shall not be liable for any consequential losses to the Hirer including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of same.

**20. Acceptance;** These Terms and Conditions form part of the Contract for Hire and by the acceptance of the Equipment the Hirer is deemed to have accepted these conditions.

**21. Determination of hire;** EE/CH shall be entitled at any time if the Hirer is in breach of this Contract to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or any part thereof.

**22. Rights of access;** The Hirer hereby authorises EE/CH (upon production of this document) to enter upon any premises wherein EE/CH reasonably believes any Equipment, or part thereof to be, and if, and in so far as, EE/CH in its absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

**23. Rights reserved;** Any failure by EE/CH to enforce any or all of these conditions shall not be construed as a waiver of any of EE/CH's rights hereunder.

**24. Separate term validity;** Should any term in this Contract be held to be invalid such invalidation will not affect the validity of the remaining terms.

**25. Terms of Contract;** These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer.

**26. Credit reporting;** EE/CH reserves the right to consult whomsoever it considers appropriate for the purpose of trade references and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of credit risk.

I have read, understood and agree to these terms and conditions.

Date \_\_\_\_\_ Invoice # \_\_\_\_\_

Company name \_\_\_\_\_

Name of authorised person (Print) \_\_\_\_\_

Position title of authorised person \_\_\_\_\_

Signature of authorised person \_\_\_\_\_