

## HIRE REPUBLIC – TERMS AND CONDITIONS OF HIRE.

The Owner shall let the Equipment on hire to the Hirer and the Hirer shall hire the Equipment from the Owner upon these terms and conditions:

1. In these conditions:
  - (a) The 'Owner' is Premium Events Australia Pty Ltd ABN 75 343 844 622, trading as Hire Republic.
  - (b) The 'Hirer' refers to the person, or organisation hiring from the Owner.
  - (c) The 'Equipment' means all equipment, hired by the Owner, to the Hirer.
  - (d) The 'Period of Hire' is the period of time in which the Equipment is in the possession of the Hirer at the Hirer's request.
2. The Owner shall retain full title and property of the Equipment and the Hirer shall be a bailee only.
3. The Hire fee is for one use of the Equipment only.
4. The Hire fees will be charged by the Owner on a time basis and will be calculated by reference to the Period of Hire.
5. A cancellation fee equal to 50% of the relevant hire fee will apply if orders are cancelled in part or full less than 72 hours prior to the commencement of the period of hire.
6. No claims for credit will be recognised after the date of the invoice relating to each particular hire of Equipment.
7. The Hirer shall pay any additional charges relating to the preparation of Equipment at the site, for lay down or collection, unless otherwise agreed to by the Owner.
8. If the Equipment is not returned to the Owner, or not available for collection by the Owner, at the expiry of the Period of Hire, the Hirer shall pay an additional charge at the rate of one day's hire for each day the Hirer retains possession of the Equipment and or any additional charges associated with recollecting the Equipment.
9. The Owner does not assume any liability for the non-arrival, late delivery or late installation of the Equipment.
10. The Owner, accepts no liability for shortages of Equipment if the Hirer chooses to increase quantities after the initial confirmation is made.
11. The Hirer acknowledges that the Equipment was received in good working order and condition.
12. The Hirer shall exercise due care and diligence when using the Equipment and shall only use the Equipment for the purpose for which it was designed.
13. All Equipment must be returned in the same condition as it was at the commencement of the Period of Hire, otherwise cleaning and or repair costs will be charged to the Hirer.
14. Linen returned stained, mildewed or damaged will incur full current retail replacement costs.
15. In the event of damage to the Equipment, the Hirer shall not repair or attempt to repair the Equipment without the prior written consent of the Owner.
16. The Hirer must not move the Equipment from one location to another during the Period of Hire without the prior written consent of the Owner.
17. The Hirer shall not and shall not attempt to assign, sell, sublet, part with possession of, licence or other encumbrance over, or otherwise dispose or deal with the Equipment or any part of the Equipment and shall keep the Equipment free from any distress, execution or other legal process.
18. The Hirer shall assume all risks and liabilities for and in respect of the Equipment and for injuries to or death of persons and damage to property howsoever arising from the possession and or use of the Equipment during the Period of Hire. The Hirer will indemnify the Owner against the loss of or damage to the Equipment whether by fire, theft, accident, seizure, confiscation or otherwise and will indemnify the Owner and hold the Owner harmless from all other losses, damages, claims, penalties, liabilities and expenses (including legal costs on an indemnity basis) howsoever arising incurred as a result of or in connection with the possession and or use of the Equipment or seizure or the taking of possession of the Equipment.
19. The Hirer acknowledges that the Hirer has not relied in any way on the Owner's skill or judgement in deciding to enter into this agreement and that the Hirer has satisfied itself as to the condition and suitability of the Equipment and the Equipment's fitness for the Hirer's purposes. The Owner's rights in and to the payment for hire shall be absolute and unconditional and shall not be affected by any defects in the Equipment or the condition, operation or fitness for use of the Equipment.
20. Certain conditions and warranties may be implied into this agreement by the *Trade Practices Act* and other statutes from time to time in force and these conditions are to be read subject to such legislation. The terms in this agreement that exclude or limit the Owner's liability shall apply only to the extent permitted by law. However, the Owner and Hirer agree that in the event of the Hirer suffering any loss, damage or claim whatsoever arising as a result of hiring the Equipment, the liability of the Owner is limited to the repair or replacement of the Equipment and are not to include economic or consequential damages of any nature whatsoever.
21. Subject to the Hirer duly and punctually paying the Hire fee and observing and performing the obligations, liabilities and other provisions in this agreement on the part of the Hirer to be observed and performed, the Hirer shall and may peaceably possess and enjoy the Equipment during the Period of Hire without any interruption or disturbances from the Owner or any other person lawfully claiming by, from or under the Owner, subject always to the rights of the Owner under this agreement.
22. In the event where your overdue account is referred to a collection agency and/or law firm, the customer will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs.
23. The Hirer warrants and represents to the Owner that this agreement constitutes legal, valid and binding obligations enforceable against the Hirer in accordance with its terms.
24. The Hirer covenants with the Owner that the person signing the document for and on behalf of the Hirer has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer's 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.
25. Without prejudice to any other remedies available to the Owner and notwithstanding the Period of Hire, the Owner may terminate this hire agreement at any time by giving the Hirer 24 hours notice of its intention to terminate, or without notice if the Hirer shall commit any breach of the hire agreement, or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors, or if its business is placed under official management or if it ceases to carry on business, or if the hirer, being an individual, is declared mentally ill or is convicted of a criminal offence, or dies.
26. Upon termination of this hire agreement, as aforesaid the Owner shall be entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner its agent and authorises the Owner to enter the Hirer's premises or enter on any land or premises owned by or under the control of the Hirer upon which the Equipment is then situated in order to retake possession of the hired Equipment.
27. If any provision of this agreement shall be found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions shall not, in any way, be affected or impaired.
28. Governing law and jurisdiction:
  - (a) This agreement is governed by the laws of Queensland and the Commonwealth of Australia
  - (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.
29. **Damage Waiver Fee.** Damage Waiver is non-refundable charge that is calculated at 7.5% on all contacts. Damage Waiver is not insurance but an agreement by Hire Republic that in some circumstances the Hirer's liability can be limited. Damage waiver does not limit the Hirer's liability on the following circumstances. A full current retail replacement cost, cleaning or repair will be charged to the Hirer.
  - Theft or loss of Equipment.
  - Where the Equipment has been wilfully damaged by the Hirer or its employees or agents.
  - Loss or damage to the Equipment whilst being loaded, unloaded and transported by the Hirer.
  - Damages due to vandalism.
  - Unexplainable Loss.
  - Changes or modification made to the Equipment during the hire period.
  - Linen returned in a stained, mildewed or in a damaged condition.
  - If the damages and or loss of Glassware, Cutlery and Crockery exceeds 8% of the subtotal hiring fee.
30. **Insurance.** The Hirer will maintain at it's own expense all appropriate policies of insurance for theft and damage to the equipment hire in an amount not less than the full replacement cost of the equipment, and for liability, property and casualty insurance coverage in amounts necessary to fully protect the owner and it's equipment against all claims.
31. **Building Applications** – Under the Planning Act 2016 all single marquees with a floor area of 500sqm or greater require a Development Application to the relevant building surveyor. If the Development Application is not listed as Hire Republic scope of works, the responsibility lies with the Hirer.
32. **Terms and conditions specific to our Marquees.** Installation and dismantling of marquees are subject to local wind conditions prevailing at that time. We reserve the right to cancel the event at our discretion, if we consider it dangerous to erect the marquees, due to severe wind or rain conditions. We will not be held liable should this occur. Your deposit will be returned to you if this happens. It is the user responsibility to vacate the marquee depending on the local wind or storm conditions prevailing at the time of the function. No refund will apply this case as we cannot control the weather. If your ground slope allows the run off of rain water to flow inside the marquee during a storm, the consequence of this is not our responsibility, and a refund will not apply.