



ALBANYEVENTHIRE

HIRE AGREEMENT / TERMS AND CONDITIONS OF HIRE

In these terms and conditions, the "Owner" means Albany Event Hire, "Hirer" means any person, company, corporation or Government Agency or it's representative who shall hire equipment and/or engage the services from the Owner, "Packaging Items" includes (but is not limited to) boxes, dividers, tubs and covers.

1. Ownership

The equipment supplied for hire expressly remains the property of the Owner.

2. Inspection

The Owner has quality control procedures in place. All hire equipment is thoroughly checked, counted and cleaned prior to delivery or collection from the Owner's premises. It is the hirer's responsibility to check all of the ordered hire equipment upon delivery or collection and must notify the owner of any breakages or missing items within twelve (12) hours of receiving the goods/hire equipment.

The Hirer acknowledges that it is aware of the proper use for which the goods/hire equipment are designed, has inspected the goods/hire equipment, and expressly agrees that the goods/hire equipment are:

- 2.1 in clean condition;
- 2.2 in satisfactory working order/fit for purpose; and
- 2.3 of the quantity and specifications as ordered.

3. Charges and Terms

The Hirer will pay hire charges at the rate and in the manner specified from the commencement date of the hire until the goods/hire equipment are returned by the Hirer to the premises of the Owner, or the Hirer notifies the Owner's hire controller that the goods/hire equipment are ready for collection.

If the Hirer requests that the Owner transport the goods/hire equipment to and/or from the Owner's premises, the Hirer shall pay the owner all charges and expenses incurred by the Owner in delivery, installing and/or collecting the goods/hire equipment in addition to the hire charges.

The Owner reserves the right to amend or revise its rate or prices without notice.

4. Loss, Damage and Cleaning

If upon return of the goods/hire equipment to the Owner the equipment is found by the Owner to be in an unclean condition and/or not in substantial working order, the Hirer shall pay the Owner the cost and expenses of restoring the goods/hire equipment to a clean condition and good working order.

Hire items that include linen that are returned with burns, holes, rips, excessive staining and staple marks will be charged at full replacement cost. Linen returned unclean with stains including (but not limited to) candle wax, mould, rust, graffiti and/or heavy beverage stains that are unable to be restored to a clean condition via ordinary laundering procedures, and are required to have expert cleaning (ie. Dry Cleaning), that will cost more than the ordinary expense, will be charged to the Hirer at the appropriate rate.



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The hirer accepts full responsibility to compensate the owner for the value of goods/hire equipment or parts thereof which may be lost/damaged or stolen from the time of the commencement of the hire or delivery, whichever is earlier, until the goods are returned to the Owner's premises or collected by him. This right shall not be prejudiced by or prejudice any other right under this agreement.

The Owner's staff is not to be held liable for any breakages or missing items unless expressly evidenced and agreed between the Owner and the Hirer.

5. Hire Bond

A security bond may be required to cover hire items. Any missing, broken, chipped, unclean items returned will be charged for at replacement cost and/or cleaning cost and deducted from the bond amount. Hire items includes all packaging items and materials which may be charged for at full replacement cost.

Bond refunds will be sent via online banking within 14 days of the return date of the equipment. Items returned up to and including 30 days following the invoice date will be refunded in full.

6. Indemnity

The hirer hereby indemnifies and holds indemnified the owner from and against all claims, actions, suits, demands and expenses in any way arising from injury, death, loss of income or damage caused to the hirer or its property, or any other third parties or property, in respect of the equipment hired.

7. Insurance

Hire items are not insured. The hirer is responsible for any loss, damage or breakage until the items are returned or collected.

8. Setup and Removal of Equipment

The owner is not responsible for the setup of equipment, unless otherwise expressly stated, and agreed in writing between the Owner and Hirer.

9. Cancellations

Cancellation of an order once it has been confirmed will result in forfeit of a 30% deposit. Items cancelled up to 7 days before the hire date will be charged 50% of the hire charge. Items cancelled after delivery will be charged at the full rate plus transport. No cancellation by the Hirer will be acknowledged, or valid unless it is received in writing.

10. Removal

The Hirer shall not remove the goods from the delivery site, without the written consent of the Owner, except for the purpose of returning the goods to the Owner's premises.



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11. Acceptance of Terms and Conditions

The Hirer hereby unconditionally accepts the above terms and conditions and acknowledges that its acceptance is a condition precedent to taking possession of the goods/services/hire equipment from the Owner.

I/We have read and agree with the conditions of hire set out above.

I/We agree to hire the equipment listed on our confirmed order in accordance with such conditions.

Weekly rates apply until returned, or until payment for missing items has been received.

Signature: _____

Print Name: _____

Date: _____