

HIRE AGREEMENT

Applicants Details

Applicant Name: _____

Phone: _____ Fax: _____ Email: _____

Address: _____

City: _____ State: _____ Postcode: _____

Identification Particulars:

1. _____

2. _____

Hire Details

Hire Start Date: _____ Time: _____

Hire Return Date: _____ Time: _____

Destination Details: _____

Vehicle make: _____ Vehicle Model: _____ Vehicle Registration: _____

Bond Amount: \$ _____ Hire Fee: \$ _____

Hire Equipment

Schedule A set outs the equipment, the subject of this hire application.

Terms & Conditions

The hirer agrees to be bound by the terms and conditions of hire set out in Schedule B attached hereto particulars of which can also be found at www.budgetoutdoorpartyhire.com.au

Payment Details

CREDIT CARD **CASH**

AMEX **VISA** **MASTERCARD** **DINERS**

Credit Card Details:

Name: _____

Card Number: _____

Expiry Date: _____ CCV: _____

Signature: _____

Declaration

I, _____ (the hirer) of _____ have read, understand and agree to the A&D Transport and Hire Pty Ltd terms and conditions.

Signature of Hirer: _____

Name of Hirer: _____

Schedule A

Equipment Hire Schedule

Quantity	Product	Day Hire Rate	Flat Rate
	Esky Small 50 Litre	\$15.00	
	Esky Large 110 Litre	\$20.00	
	Gazebo 3x3 - Blue	\$15.00	
	Gazebo 6x3 - Blue	\$25.00	
	Gazebo 6x3 - White	\$50.00	
	Gazebo 6x3 - Red	\$40.00	
	Gazebo 6x3 - Black	\$40.00	
	4ft Trestle Table - White	\$7.00	
	5ft Round Table - White	\$20.00	
	6ft Trestle Table - White	\$10.00	
	6ft Trestle Table - Black	\$10.00	
	8ft Trestle Table - White	\$16.00	
	6ft Table and Bench Seats	\$20.00	
	Bench Seats	\$16.00	
	Deluxe Camp Chair	\$7.00	
	Flat Pack Fire Pit	\$15.00	
	Power Pack	\$120.00	
	Battery Box	\$60.00	
	LED Lantern	\$7.00	
	Portable Bluetooth Speaker	\$20.00	
	Outdoor Cinema Package	N/A	\$200.00
	Giant Jenga	N/A	\$15.00
	Finska	N/A	\$15.00
	Large Quoits	N/A	\$15.00
	Large Connect 4		\$15.00

Additional Items:

Schedule B

Terms & Conditions of Hire

1. Definitions

In this agreement the following expressions shall have the following meaning:-

- a. **“Owner”**: means A&D Transport & Hire Pty Ltd, its successors and or assignees.
- b. **“Hirer”**: means a person/s, partnership, trustee of a trust, company, entity or assignees (including agents, employees or contractors) hiring equipment from the owner.
- c. **“Equipment”**: means all items hired from the owner and includes but is not limited to vehicles, tools, accessories, attachments, parts, manuals, instructions, replacement and substitute items.
- d. **“Rental Period”**: means the period of hire or variation agreed to between the owner and the hirer and any additional period during which the hirer is in possession of the equipment.
- e. **“Hire Rates”**: means the rates specified in the agreement details.

2. Period of Hire

The owner agrees to hire the equipment to the hirer for the period between the hire start date and time and the hire return date and time. The date and time the equipment is returned to the owner will be deemed the date and time of return and the hirer will be liable for any additional hire charge rates for equipment which is not returned by the hire return date and time. The hirer acknowledges that they may request the schedule of hire charge rates from the owner prior to the period of hire commencing. The day of pick up is counted as Day 1 of the period of hire and the day the equipment is returned is counted as the final day of the period of hire irrespective of the time of day which may only be altered by written agreement between the owner and the hirer. The hirer acknowledges that in the event that the equipment is returned prior to the hire return date, the hirer will not be entitled to a reduction in the hire fee as set out in the hire agreement unless agreed in writing by the owner.

3. Equipment

Every effort is undertaken by the owner to maintain the equipment to a standard of good repair which is suitable and fit for the intended purpose and use. The owner gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the equipment or fitness for any particular purpose or use. The hirer accepts that they are competent and capable in the use of the equipment so as to do so, without causing any accident, injury, loss or damage. The hirer acknowledges that the owner will provide instruction if requested by the hirer as to the safe operation and use of the equipment and will only proceed with the hire on the basis that they are capable of using the equipment without causing accident, injury, loss or damage.

In the event that the hirer is uncertain as to the safe operation of the equipment for the intended purpose and use then they will not proceed with the operation or use of the equipment without first seeking direction from the owner and then only on the basis that they are capable of doing so without causing accident, loss or damage. The hirer acknowledges that they indemnify the owner and any other related entities with respect to any or all costs, damages, loss or injuries (incl. such damages and injuries to third parties) incurred through the use, misuse

or accident arising from the use or misuse of any of the equipment whether by negligence of the owner or otherwise.

The hirer indemnifies the owner for any partial or total damage caused to the equipment and/or third party loss or damage and will be liable for repair or replacement in accordance with the damage schedule which may be viewed by the hirer prior to commencing with the hire agreement.

The hirer authorises the owner to deduct the costs associated with any repair or replacement from the credit card particulars provided by the hirer. In the event that the owner is required to recover any outstanding monies the hirer agrees that the costs of such recovery including legal professional fees and costs, interest etc. will be at the expense of the hirer.

The hirer acknowledges that in the use of the equipment they will do so in compliance with all Commonwealth, State and Local laws and failure to do so will be deemed a breach of this agreement for which the owner will be entitled to recover any loss from the hirer as a consequence of such breach. In the event that the hirer is required to provide items or equipment for the operation of the hired equipment the hirer acknowledges that that equipment (e.g. motor vehicle, fuel) is capable and fit for purpose for the operation of the hired equipment and the hirer acknowledges that the owner will not be liable to the hirer for any accident, injury, loss or damage which occurs to items or equipment of the hirer or third parties.

The hirer accepts that the owner is entitled to charge an additional fee as set out at the commencement of this agreement for equipment which is required to be accessorised to suit the hirer's chosen location of use of the equipment e.g. rust protection. In the event that the owner is required to undertake cleaning as a consequence of the equipment not being returned in a condition in which it was provided, the owner may charge a cleaning fee for excessively dirty equipment which will be deemed excessively dirty in the sole discretion of the owner.

4. Home Delivery Service

The hirer acknowledges that the owner may provide a home delivery service for the hired equipment and the hirer acknowledges that the owner may charge an additional fee for this service. In the event that the hirer wishes to include the home delivery service the hirer acknowledges and accepts that the period of hire will commence at the date and time that the hired equipment is delivered and will finish when the hire equipment is made available for collection from the agreed location of collection.

5. Payment

The hirer is to pay the owner a booking fee on execution of the hire agreement being an amount no less than 30% of the total hire fee. The balance of the hire fee will be payable on collection of the hired equipment. In addition to the hire fee the hirer is required to pay a security bond. The security bond will be returned to the hirer upon return of the equipment on the basis that the equipment is returned without damage or loss and in a clean and tidy condition.

The hirer acknowledges that the owner may deduct from the security bond any amount for late return fees, damage, replacement or any other costs, damage or loss that arose as a consequence of the hire the subject of this hire agreement. The owner reserves the right to retain the booking fee and offer no refund in the event that the hire agreement is terminated less than 1 month prior to the hire start date.

6. Ownership

Nothing within the terms of this agreement shall purport to or constitute a transfer of ownership of the equipment between the owner and the hirer.

Ownership of the equipment shall at all times remain in the name of the owner and no person or entity shall directly or indirectly use, dispose of or otherwise deal with the equipment in any way which is inconsistent with the rights of the owner of the equipment or the owners' rights under these terms and conditions. The owner retains title to the equipment for the purposes of this agreement.

Neither payment or compensation or any other circumstance or event shall amount to, constitute or result in transfer of property or interest in the equipment from the owner.

The owner may inspect the equipment and the operation of the equipment at any time without notice. The hirer grants an irrevocable authority to the owner to enter the property where the equipment is situated. If the owner at its sole discretion believes the equipment is not being used correctly or in accordance with the operation manual the owner may terminate this agreement and collect the equipment immediately and the owner will not be obligated to refund the balance of the hire fee. The hirer is not entitled to sell, sub-let, assign, mortgage, hire, transfer, loan or create any form of security interest over the equipment.

7. Miscellaneous

No variation of this agreement shall bind either party unless confirmed by the owner in writing. The hirer hereby agrees as security for payment to the owner, to charge all their equitable interest in freehold or leasehold property/assets both current and later acquired. This agreement is governed by the laws of the state of Queensland. The hirer consents to and deems the jurisdiction of the appropriate court nominated by the owner. Each clause and sub-clause of this agreement is separate and independent. If any clause or sub-clause is found to be invalid or ineffective, the other clauses or sub-clauses will not be adversely effected. Subject to any variation of this agreement confirmed by the owner in writing both parties acknowledge that this agreement contains the entire agreement concluded between the parties notwithstanding any prior or subsequent negotiations or discussion or representations between the parties. Any such conditions, warranties or representations are hereby expressly excluded. The hirer is responsible for the use and operation of the equipment and undertakes to the owner that no persons shall use the equipment who are not capable of doing so in a safe manner for which they were intended to be used.

8. Indemnification

The hirer shall indemnify and keep indemnified the owner against any claim, loss or damage which may arise either directly or indirectly by reason of anything which may arise from the hire agreement. The indemnification by the hirer will extend to any and all physical loss or damage to or as a consequence of third parties arising out of or resulting from this agreement or any other act, error, omission or neglect of the hirer. The hirer shall promptly make good the loss or damage at its own expense.

9. Termination

The owner reserves the right to terminate this agreement at its sole discretion by written notice to the hirer. In the event of termination, the hirer acknowledges that no claim is entitled to be made against the owner for any loss, damage or claim which may arise as a consequence of the termination.

10. Acknowledgment

The hirer acknowledges that by signing the hire agreement they understand and accept the terms and conditions of this agreement. Further they undertake that they are confident and capable of operating equipment safely without causing accident, injury, or loss to themselves or third parties.