

Terms and Conditions of Hire

1. Interpretation

- 1.1 In these Terms, words importing the singular include the plural and vice versa. References to a party includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity and a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns. Any terms used in these Terms have the same meaning as in the Tax Invoice.
- 1.2 In these Terms:
- (a) CCA means the *Competition and Consumer Act 2010* (Cth) and all related regulations, as amended from time to time;
 - (b) Commencement Date means the date specified for Delivery in the Tax Invoice;
 - (c) Confidential Information means all pricing information and any other commercially sensitive or confidential information relating to the Credit Account Agreement;
 - (d) Customer means the person, firm, organisation or corporation hiring the Equipment from REH as set out in the Hire Contract;
 - (e) Equipment means all equipment supplied by REH to the Customer, as set out in the Tax Invoice and includes all additional items supplied with the equipment which may not be listed in the Tax Invoice, but which is required for the equipment to function or fulfil its purpose (including, not limited to, ropes, pegs, poles, cables, trays and lights);
 - (f) Force Majeure Event means any cause or circumstance beyond REH's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by a government or any semi-government authorities or embargoes;
 - (g) GST means the tax payable on a Taxable Supply within the meaning of the GST Act;
 - (h) GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
 - (i) Hire Agreement means the agreement comprised by these Terms and the Tax Invoice;
 - (j) Hire Amount means all amounts payable by the Customer to REH in relation to the supply of the Equipment or the Services, including any applicable GST or freight and other charges;
 - (k) Marquee means [INSERT description of all marquees hired by TPA];
 - (l) Services means services supplied by REH to the Customer in relation to the Equipment;
 - (m) Tax Invoice means the tax invoice issued to the Customer by REH in relation to the Equipment and Services;
 - (n) Taxable Supply has the meaning given to the term in the GST Act;
 - (o) Terms means these terms and conditions;
 - (p) REH means TAG Qld Pty Ltd trading as Range Event Hire or any other entity trading under licence as 'Range Event Hire'.

1. Agreement Terms

- 1.1 The Customer is taken to have accepted and is immediately bound, jointly and severally, by these Terms at the earlier of the time that the Customer:
- (a) requests the hire of Equipment; or
 - (b) accepts delivery of the Equipment.
- 1.2 Unless other terms and conditions are expressly accepted by REH by means of a written amendment to these Terms signed by a Director of REH and referring specifically to the Terms to be amended, these Terms shall exclude and supersede all prior discussions, representations and arrangements, and any other oral or written terms and conditions whether or not the same are endorsed upon, delivered with or referred to by the Customer.

2. Hire of REH Equipment

- 2.1 The hire of the Equipment commences from the Commencement Date and continues until the Equipment is back in REH's possession and control and fit for the purpose of hire again, and includes all weekends and public holidays during that period (the Hire Period).
- 2.2 The Customer is entitled to use the Equipment for the Hire Period.
- 2.3 Any extension of the Hire Period must be agreed to by REH.
- 2.4 A minimum Hire Period may apply. If such a minimum period applies REH will notify the Customer.
- 2.5 The Customer agrees to return the Equipment upon demand from REH and agrees that the Hire Agreement may be terminated at any time by REH without giving any reason.
- 2.6 The Customer acknowledges that REH has the right to inspect the Equipment at all times during the Hire Period and to allow this, the Customer gives REH the right to enter any property where the Equipment may be located.

3. Payment for Hire

- 3.1 The Customer agrees to pay REH the Hire Amount and any Maintenance & Handling Fee specified in the Tax Invoice for the Equipment for the Hire Period.
- 3.2 The Hire Amount must be paid to REH Thursday before week of delivery or pickup.
- 3.3 The Customer agrees to pay a nonrefundable deposit equal to 25% of the Hire Amount for the hire when placing the order for the Equipment.
- 3.4 The Customer agrees to pay a \$200 bond and that this amount paid by them for the Equipment or Services can be used by REH in payment of the Hire Amount or other charges payable by the Customer under the Hire Agreement.

4. Other Charges

- 4.1 A cancellation fee may be charged by REH where the Equipment has been reserved by booking and the Customer cancels the booking without reasonable notice, or fails to take delivery of the Equipment. Notification of Cancellation must be made in writing. In the event of cancellation by the hirer less than 7 days before delivery or pickup – total hire charges will apply.
- 4.2 Customer a fee at their discretion for any payment of the Hire Amount made by credit card.
- 4.3 In addition to the Hire Amount and charges set out in the Hire Agreement, the Customer is responsible for any physical damage to the Equipment (subject to clause 5), reasonable fees associated with any necessary cleaning on return of the Equipment, consumables or fines arising out of use of the Equipment.
- 4.4 If the Customer does not pay the Hire Amount in full by the due date, REH may:
- (a) charge the Customer, in addition to any other costs recoverable under this agreement, interest of 1.5% compounding monthly on the total outstanding balance.
 - (b) charge the Customer 100% of all costs and expenses incurred by REH in recovering any unpaid amounts under the Hire Agreement, along with interest of 1.5% compounding monthly.
- 4.5 If the Customer requires REH to deliver the Equipment at the start of the Hire Period and/or collect the Equipment at the end of the Hire Period, REH will charge the Customer an additional delivery/collection fee as applicable, as set out in the Tax Invoice.
5. Personal Property Securities Act 2009 (PPSA)
- 5.1 In relation to any security interest constituted or contemplated in relation to any proceeds arising from the supply of Equipment by REH, the Customer consents to REH effecting and maintaining a registration on the Personal Property Securities Register (PPSR) (in the manner REH considers necessary, including a master security interest registration that stays on the Customer's record at all times, even if no Equipment has currently being supplied by REH to the Customer) of that security interest.
- 5.2 The Customer also agrees to sign any documents and provide all cooperation to REH required to facilitate that registration and maintenance. At REH's sole discretion, REH may register a financing statement or financing change statement in respect of a security interest at any time. The Customer's right to receive notice of a verification statement regarding the registration of a security interest on the PPSR in respect of Equipment supplied on account is hereby waived.
- 5.3 The Customer agrees not to register a financing change statement in respect of a security interest contemplated or constituted by this Agreement or in favour of a third party, without REH's prior written consent.
- 5.4 The Customer will pay all costs, expenses and other charges incurred, expended or payable by REH in relation to the filing of a financing statement or financing change statement in connection with this Agreement.
- 5.5 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and sections 115(1) or 115(7) of the PPSA allows for contracting out, then the following provisions of the PPSA will not apply and the Customer will have no rights under them:
- (a) in respect of section 115(1); section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130; 132(3X d); 132(4); 135; 142; and 143; and
 - (b) in respect of section 115(7); sections 127; 129(2); 129(3); 130(i); 132; 143(s); 135; 136(3); 136(4); 136(5); 137; and 275(7X c).
- 5.6 The Customer and REH agree not to disclose information of the kind referred to in section 275(1) of the PPSA.
- 5.7 For the sake of clarity, the Equipment supplied is the collateral and the security agreement is this Agreement pursuant to the PPSA.
- 5.8 In respect of the PPSA, goods means all of the Equipment supplied to the Customer from time to time, provided that:
- (a) (but solely for the purpose of the application of the PPSA) where the Equipment supplied is the Customer's inventory, then all references to Equipment in these Conditions shall in respect of that Equipment, be read as references to inventory for so long as they are held as inventory; and
 - (b) where the Equipment supplied is not, or is no longer held as, the Customer's inventory, then all references to Equipment in these Conditions shall, in respect of that Equipment means the Equipment described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by REH and relating to those goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Customer, incorporated in and form part of these Terms and Conditions; and
 - (c) unless the context requires otherwise, includes all proceeds of such Equipment and any product or mass which the Equipment subsequently become part of.
- 5.9 The Customer agrees that in the event of external administration of the Customer, the Customer will disclose the quantity or volume of Equipment as at the date of appointment of the external administrator.
- 5.10 Money received from the Customer in connection with this Agreement may be applied by REH towards the Customer's obligations under any security interest contemplated or constituted by this Agreement in any way as REH determines.
- 5.11 The Customer agrees to notify REH immediately in writing of any material change to the information contained in or associated with this Agreement.
- 5.12 The Customer must not create, purport to create or allow to be created any security interest in the Equipment supplied under any circumstances.
6. On Hire to Third Parties
- 6.1 The Customer must not on-hire the Equipment to any third party under any circumstances. For the sake of clarity, on hire to third parties is expressly prohibited under this Hire Agreement.

Customer Initial:

7. Customer warranties
- 7.1 The Customer warrants that:
- (a) the Equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether they are supplied by REH or posted on the Equipment in regard to its operation, maintenance and storage;
 - (b) the Equipment will not be used for any illegal purpose;
 - (c) they will ensure that all persons operating or erecting the Equipment (if the persons operating or erecting the Equipment are not REH employees or contractors) are instructed in its safe and proper use;
 - (d) they agree, at their own cost, to operate, maintain, store and transport the Equipment strictly in accordance with any instruction provided by REH and with due care and diligence.
 - (e) they will ensure that the Equipment will be stored in a safe and secure environment and where available, they agree to store the Equipment in locked buildings or sheds;
 - (f) they agree that paper and crepe streamers and similar products will not be used in a Marquee. The Customer will be liable for the cost of any damage to the Marquee caused by paper and crepe streamers or similar products;
 - (g) they will not, without REH's prior written permission, tamper with, repair or modify the Equipment in any way, or permit another to do so;
 - (h) they agree that the Equipment has been received by the Customer in clean and good working order, unless they have notified REH immediately upon becoming aware that the Equipment is not in clean and good working order.
8. Customer Indemnities
- 8.1 To the full extent permitted by law, the Customer releases, discharges and indemnifies REH from all claims and demands by third parties upon REH arising out of or consequent on the use or misuse of the Equipment during the Hire Period.
- 8.2 Without limiting clause 8.1 of the Hire Agreement, the Customer agrees that to the full extent permitted by law, no warranties are given by REH in respect of the Equipment. Any liability of REH pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the Equipment or for the cost of resupplying the Equipment, at REH's sole discretion.
9. Customer Responsibility
- 9.1 Subject only to REH's obligations following payment of the Damage Waiver Amount by the Customer in accordance with the Hire Agreement, the Customer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred, including all wear and tear, during the Hire Period.
- 9.2 REH gives no guarantee as to the condition, safety or suitability of the Equipment. The Customer releases REH from any liability for the loss caused by break down of any of the Equipment.
- 9.3 The Customer is liable for the payment of the new purchase price of any Equipment not returned to REH.
- 9.4 The Customer agrees to fully reimburse REH in the event of damage or loss of the Equipment, subject to clause 5.
- 9.5 If the Equipment is damaged the Customer must notify REH within 24 hours of becoming aware of the damage.
- 9.6 If there is a breakdown or failure of the Equipment, the Customer must immediately stop using the Equipment and notify REH.
- 9.7 The Customer must take all necessary steps to prevent injury occurring to persons or property as a result of the condition of the Equipment.
- 9.8 The Customer must take all necessary steps to prevent any further damage to the Equipment itself.
10. Customer Liability
- 10.1 The Customer will assume all risks and liabilities for, and in respect of, the Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Customer's possession, use, maintenance, repair, storage or transport of the Equipment.
11. Repair of the Equipment
- 11.1 REH will, upon receiving notice of the breakdown or failure of the Equipment, take all necessary steps to repair or have the Equipment repaired or will provide a suitable replacement as soon as reasonably possible after receiving notification from the Customer. The delivery costs of providing replacement Equipment will be at REH's expense.
12. Disclaimer
- 12.1 To the extent permitted by law, REH disclaims all liability for and do not give any warranties to the Customer as to the condition of the Equipment.
13. REH own the Equipment
- 13.1 The Customer acknowledges that REH retains title to the Equipment (which shall not be deemed to be a fixture) and that the Customer has rights to use the Equipment as a mere bailee only. The Customer agrees that the Customer has no rights to pledge REH credit in connection with the Equipment.
- 13.2 The Customer agrees not to offer to sell, assign, sub-let, charge, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with personal possession of, or create any security interest over, the Equipment.
- 13.3 The Customer agrees not to conceal, alter or make any addition to the Equipment.
14. Customer default
- 14.1 REH may retake possession of the Equipment if:
- (a) the Customer is in breach of any provision of the Hire Agreement; or
 - (b) the Hire Period ends and the Customer has not returned the Equipment to REH.
- 14.2 All costs incurred by REH in repossessing due to a breach are to be paid by the Customer.
- 14.3 In the case of repossession due to a breach of the Hire Agreement the Customer agrees to grant REH permission to enter any premises where the Equipment listed in the Hire Agreement is situated to remove that Equipment.
- 14.4 In addition to REH's right to retake possession, REH are entitled (in REH's sole discretion), following any breach of any provision of the Hire Agreement by the Customer, to terminate the Hire Agreement and/or sue for recovery of any damages or charges or loss suffered by REH.
15. End of Hire Period
- 15.1 The Customer must ensure the Equipment is returned to REH at the end of the Hire Period in a clean condition otherwise, the Customer agrees to pay a reasonable cleaning fee if the Equipment is not returned in a clean condition (to be determined by REH).
- 15.2 The Customer agrees to return the Equipment to REH's address on or before the end of the Hire Period, unless the Customer has organised for REH to collect the Equipment, and any failure to do so can be criminal theft and may be immediately reported to the police.
16. Force Majeure
- 16.1 Subject to clause 16.2, REH will not be responsible for any delay in delivery or collection of the Equipment due to a Force Majeure Event.
- 16.2 Nothing in clause 16.1 will limit or exclude the Customer responsibilities and liabilities under the Hire Agreement for Equipment that is lost, stolen, or damaged during the Hire Period, or has broken down or become unsafe to use as a result of the Customer conduct or negligence or breach of the Hire Agreement.
17. Security
- 17.1 As security for the Customer obligations and liabilities under the Hire Agreement, the Customer agrees to charge all of the Customer's legal and equitable interests (both present and future) of any nature, however held, in any and all real property.
- 17.2 The Customer agrees to sign any documents and do all things reasonably required by REH to register a mortgage security or other instrument of security (including a caveat noting REH interest) over any real property and if the Customer fails to do so immediately, the Customer irrevocably appoints any solicitor engaged by REH to be the Customer lawful attorney to sign and register such instruments of security.
- 17.3 The Customer agrees to indemnify REH on an indemnity basis against all costs and expenses incurred by REH in connection with the preparation and registration of any such instrument of security.
18. General
- 18.1 Nothing in these Terms is intended to exclude, restrict or modify rights which the Customer may have under the CCA or any other legislation which may not be excluded, restricted or modified by agreement.
- 18.2 A party waives a right under these Terms only if it does so in writing. The Supplier does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.
- 18.3 The covenants, agreements and obligations contained in the Hire Agreement will not merge or terminate upon the termination of the Hire Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.
- 18.4 If a provision in these Terms is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 18.5 The Supplier may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Customer.
- 18.6 The Hire Agreement is governed by the laws of the State of Queensland and each party submits to the exclusive jurisdiction of the Queensland Courts for all purposes.
- As the hirer you acknowledge:
- (a) you have the authority to enter into the Hire Agreement and sign on behalf of the Customer; and
 - (b) you have read, understood and agree to the Terms.