

Terms and Conditions of Hire – Nomadic Tents Australia

DEFINITIONS:

In this Contract:

- 1) The “Owner” is Nomadic Tents Australia
- 2) The “Hirer” means the person, firm or corporation hiring Equipment from the Owner.
- 3) The “Equipment” means all equipment, accessories and services supplied to the Hirer.
- 4) The “Hire Period” means the date from which the Equipment is delivered to the date on which it is collected.
- 5) The “Hire Fee” means the amount agreed in writing payable to the Owner for Equipment hired.
- 6) The “Deposit” means the amount payable to secure the Order
- 7) The “Order” means the signed quote or invoice.

2) TERMS AND CONDITIONS OF HIRE:

- 1) The Hire Fee is for the use of the Equipment for the duration of the Hire Period only (Delivered by the Owner to the address specified by the hirer and collected from the same address).
- 2) The Hirer agrees that all charges for hire (including consequential charges, e.g. overtime) loss, damage, cleaning and repairs will be paid forthwith upon demand and that all collection fees (including legal fees) involved in the collection of these charges will be borne by the Hirer.
- 3) If an inspection is not possible then clause 4 may apply,

- 4) Hiring quotations are subject to a site inspection and are quoted based on the erection and dismantling of Equipment hired during ordinary working hours i.e. Monday – Friday, 9am – 5pm.5) The Owner shall have the right to impose such additional charges as it may consider necessary in its absolute discretion for the clearing of sites to make it suitable for the erection and or the dismantling of a structure.
- 6) The Owner accepts no responsibility for shortages of Equipment (picked up or delivered) unless notified within twenty-four (24) hours of delivery or pick up. The Owner's count and/or decision as to the condition of Equipment prior to dispatch and upon return shall be final.
- 7) The terms of this agreement can only be varied in writing in the prescribed form.

3) TERMINATION OF HIRE:

- 1) The Owner may terminate the hire at any time where upon any Equipment delivered to the Hirer shall be returned to the Owner forthwith.
- 2) The Hirer shall have no claim for such termination.
- 3) If the Hirer cancels an order, or fails to take delivery on or 7 days before the day of use, the Hirer shall pay the Owners liquidated damages.
- 4) Upon termination of this Hire agreement the Owner shall be entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner as its agent and authorises the Owner to enter onto any land or premises owned by or under the control of the Hirer upon which the Equipment is situated and agrees to indemnify the Owner in respect of any claims, damages or expenses arising out of the action taken pursuant to this provision.

4) DEPOSIT:

- 1) The Hirer shall pay a deposit (50% of the total Order amount) to the Owner on acceptance of the Order to secure the hire of the Equipment.
- 2) The Hirer agrees that their order will only be deemed to have been accepted once the deposit has been received along with the balance 7 days prior to the Hire Period, or such shorter period as may be agreed between the parties.

3) In the event of a cancellation of the hire of the equipment by the Hirer, the Deposit shall be forfeited to the Owner as follows;

(a) 100% (one hundred percent) of the Rental Charges shall be forfeited if the hire of the Equipment is cancelled less than 30 (thirty) days before the commencement of the Hire Period;

(b) 50% (fifty percent) of the Deposit shall be forfeited if the hire of the Equipment is cancelled more than 30 (thirty) days before the commencement of the Hire Period; unless otherwise agreed in writing by the Owner;

4) The Owner reserves the right to charge accordingly for late acceptance of quotations and proceeding with the Order is based solely on its ability to fulfil the Order based on stock and resources available.

5) PAYMENT:

1) The Hirer shall pay the balance owing to the Owner via electronic transfer or if by cheque at least 14 days prior to the installation or delivery of the Equipment by the Owner.

2) Balance due 7 days prior to commencement of the Hire Period.

3) The Owner is not obliged to deliver possession of the Equipment to the Hirer until funds given in payment are cleared.

4) The Hirer shall pay all sums due to the Owner in terms of this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies. If any amount due by The Hirer to the Owner is not paid on the due date, then without prejudice to any other remedy to which the Owner may be entitled, all such overdue amounts shall bear interest at 2% (two percent) above the Owner's bank's published minimum lending rate of interest per annum, compounded monthly in arrears.

6) TRANSPORTATION CHARGES:

1) The Owner is not responsible for any transport, freight or shipping charges for dispatching the Equipment to the Hirer or return of the Equipment to the Owner unless agreed to in writing.

2) Extra charges shall be payable for delivery to and removal from higher or lower levels.

3) The Hirer's delivery instructions will be carried out where possible. The Owner accepts no responsibility for non-arrival or erection of Equipment at the destination by a specified time unless agreed to in writing.

4) The Owner reserves the right to charge The Hirer extra for difficult access (drop off point more than 20m from delivery vehicle), which has not been advised, quoted or known of until on site.

7) ACCESS TO ELECTRICITY:

1) The Hirer agrees that the Owner shall have access to and the right to use the Hirer's electrical and power lines for the purpose of installation and operation of the Equipment.

8) SUBSTITUTION:

1) For any reason beyond the Owners control, if any Equipment hired is not available for the Hire Period, then the Owner is entitled to substitute the Equipment with similar Equipment to that referred to in the Order in order to satisfy the Hirers requirements as near as possible.

9) COLLECTION OF EQUIPMENT:

1) All Equipment shall be ready for collection by the Owner at the end of the Hire Period.

2) If all or part of the Equipment is not ready for collection, the Hirer will be charged an additional Hire Fee equal to 100% (one hundred percent) of the Hire Period for every additional day or part thereof that the Equipment is retained by the Hirer, unless otherwise agreed and specified in this agreement. Additional transportation costs will also be at the Hirer's cost.

3) If it has been agreed that the hirer is to dismantle the Equipment, then it shall be clean, dry and properly packed and in a readily accessible position. The Hirer shall pay for cleaning and/or drying and for any damage resulting from the Equipment not having been properly dried, cleaned and/or packed.

10) REMOVAL OF EQUIPMENT:

1) The Hirer shall not remove the Equipment or any part thereof from the situation and position of its installation without the consent of the Owner.

2) Should the Hirer alter or vary the position required for installation of the Equipment prior to, during or after installation the Hirer shall be responsible for any additional costs associated with such variation or alteration of installation. Such additional costs are payable upon completion of the contract.

11) RIGHT TO INSPECT:

1) The Hirer grants to the Owner a right of access at all times to inspect, repair and/or examine the Equipment and in case of default remove the Equipment.

12) INDEMNITY:

1) The Hirer indemnifies and shall keep indemnified and save harmless the Owner and the Owner's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the Equipment or otherwise unless resulting from the negligence of the Owner, its servants or agents.

13) RESPONSIBILITY FOR EQUIPMENT:

1) The Hirer is responsible for the Equipment hired from the time of its leaving the Owner's premises until return thereto and shall pay for all Equipment damaged or lost howsoever caused during that Hire Period.

2) The Hirer is responsible for all expenses, losses and/or damages incurred by the Owner arising from any breakdown of the Equipment due to The Hirer's negligence, misdirection and/or misuse. If the Equipment is returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Equipment, the Hirer shall be liable to pay the Owner for the cost of any repair and/or cleaning required returning the Equipment to a condition fit for re-hire. The hirer is liable for the full replacement costs of any unrepairable or missing Equipment.

3) The Hirer undertakes that they will not interfere with the Equipment and its working mechanisms whilst taking reasonable care of the Equipment.

4) The Hirer agrees to only use the Equipment for its proposed purpose in a safe and correct manner.

5) The Hirer is to notify the Owner immediately should any loss and/or damage to the Equipment occur.

- 6) The Hirer also undertakes to protect the Equipment from theft, damage and/or other risks at all times.
- 7) The Hirer accepts liability to the Owner for the replacement cost the Equipment and will not sell, let, lease, or loan any Equipment without the prior written consent of the Owner.
- 8) The Hirer acknowledges that the Owner has not made or given any representations or warranties regarding Equipment suitability for its intended purpose and the condition and/or quality of the Equipment.

14) LEGISLATION:

- 1) Certain conditions and warranties may be implied in this hire agreement by the Competition and Consumer Act and State legislation and these conditions are to be read subject to such legislation. However, the Owner and Hirer agree that in the event of the Hirer suffering any loss, damage or claim howsoever arising as a result of hiring of the Equipment, the liability of the Owner is limited to the repair or replacement of the Equipment.

15) BAILOR/BAILEE RELATIONSHIP:

- 1) The Hirer acknowledges his interest in the Equipment is as a Bailee of the Owner only and agrees not to part with possession or dispose of or encumber or assign any right or interest in the Equipment and not to create any lien on the Equipment for repairs.

16) AUTHORITY OF AGENT:

- 1) The person signing this agreement on behalf of the Hirer covenants with the Owner that he or she is duly authorised by the Hirer to enter into and execute this agreement on behalf of the Hirer.

17) TERMINATION BY THE OWNER:

1) The Owner may, notwithstanding the specified Hire Period or any waiver of some previous default by the Hirer, terminate this agreement and repossess the Equipment;

(a) If the Hirer fails to pay any hiring charge when such charges fall due for payment.

(b) If the Hirer does or permits any act or thing to be done to the Equipment by way of which the Owner's rights in the Equipment may be prejudiced.

(c) If the hirer commits any breach of these conditions of hire.

(d) If the Hirer becomes bankrupt or should any order be made or resolution passed for the winding up of the Hirer.

18) CONDITIONS OF INSTALLATION:

1) Either the Hirer or their representative of the Hirer must be present during the installation.

2) Should the Hirer or their representative not be available during the installation process then the Hirer waives their right to make changes to the installation without incurring additional installation charges.

3) In the event of adverse weather conditions including winds above 20km/h, the Owner reserves the right to either postpone or cancel the installation due to WH&S concerns. The Owner shall under no circumstances be liable to The Hirer for any delay, defective or non-performance under this Agreement as a result of adverse weather conditions. In the event of adverse weather, it is up to the Owner to decide whether installation will continue or not, if the Owner decides it is not safe to continue the agreement will be cancelled and the Hirer shall have no claim whatsoever. The Owner is entitled to recover its reasonable costs incurred attempting the install.

4) The Hirer must ensure clear access to the site, free of any obstructions.

5) The Hirer must obtain any relevant approvals required for their event and agrees to indemnify the Owner against all loss, damages and liability whether criminal or civil as a result of not obtaining the necessary approvals.

19) EXCLUSION OF LIABILITY:

The Owner and its representatives, employees and sub-contractors are not liable to the Hirer for any direct, indirect, general and special damages as a result of late or non-delivery or shortage of Equipment unless notified within 24 hours of delivery.

20) GUARANTEE:

The Director(s) of the Hirer guarantee that if the hirer does not pay the hire fee, then they will personally be responsible for those fees.

The fees include:

All hire charges

Costs and expenses including damages that the hirer maybe liable for under this agreement.

The Director(s) further acknowledge that they are still responsible even if they have not signed the hire document. They acknowledge that they have authorized the signer of the hirer document to be there authorized representative.