

## COAST HIRE (ABN 99 631 416 254)

### TERMS AND CONDITIONS OF HIRE

#### DISCLAIMER

These Terms and Conditions of Hire apply to all hires by the Company to each Customer unless the Customer is otherwise notified in writing. No variation or cancellation of any of these Terms and Conditions of Hire will be binding on the Company unless agreed to by a responsible officer of the Company in writing.

#### 1. QUOTATION

Unless otherwise stated in writing the Company's quotation will be valid for a period of up to thirty (30) days from date of issue. The Customer is taken to have accepted these Terms and Conditions of Hire on the earlier of either, payment of the deposit or 30 days from the date of the quotation.

#### 2. DEPOSIT & PAYMENT TERMS

Upon acceptance of the quote, the Customer must pay a non-refundable and non-transferable 30% booking deposit to the Company. **Full payment of the order is due fourteen (14) days prior to the event.**

The Customer named on the quotation and/or any invoice is liable for all payments and additional charges incurred in accordance with these Terms and Conditions of Hire. It is the Customer's responsibility to ensure that all details and items on the issued invoice are correct. The Company does not accept responsibility for incorrect items sent if they are stated on the invoice and paid for by the client.

Payments may be made by EFT or credit card. Visa and Mastercard payments incur a 1.5% surcharge on each transaction amount. AMEX is not accepted.

#### 3. SECURITY BOND

The Customer must provide a valid credit card at the time of booking and authorises the Company to place a pre-authorisation on the credit card in the event of any additional charges arising from these Terms and Conditions of Hire. Any pre-authorisation shall be released in full within 14 days following the event, provided the items are returned to the Company in their original condition.

Pre-authorisation amounts are as follows:

Value of booking \$0 to \$499 – Pre-authorisation amount of \$200  
Value of booking \$500 to \$999 – Pre-authorisation amount of \$300  
Value of booking \$1,000 to \$1,999 – Pre-authorisation amount of \$400  
Value of booking \$2,000 to \$2,999 – Pre-authorisation amount of \$500  
Value of booking \$3,000 to \$4,999 – Pre-authorisation amount of \$600  
Value of booking \$5,000 to \$9,999 – Pre-authorisation amount of \$800  
Value of booking over \$10,000 – Pre-authorisation amount of \$1,000

If additional charges exceed the pre-authorised amount, the Company reserves the right to charge the balance owing on the credit card provided. The Company must then notify the Customer in writing of the additional charges.

#### 4. CANCELLATION OF ORDERS

Unless agreed otherwise, in the event of Cancellation of the whole or part of the Order, the following charges will apply:

- \*Cancellation less than 2 weeks prior booking = 30% of invoice value
- \*Cancellation less than 1 week prior to booking = 50% of invoice value
- \*Cancellation less than 24hours prior to booking = 75% of invoice value.

### Cancellation by the Company

The Company has the right to cancel an Order if a security bond is not received within 24 hours from the date of hire or if full payment of the Order is not received within 48 hours from the date of hire.

### **5. REMOVAL OF ITEMS FROM CONFIRMED QUOTE / INVOICE**

Once a deposit is paid, the Order can be adjusted by the Customer until fourteen (14) days prior to the date of hire. Any changes to the Order within 14 days of the date of hire will incur an administration handling fee of \$150.00.

### **6. FINAL NUMBERS**

The Customer is to provide the Company with final guest numbers fourteen (14) days (excluding public holidays) prior to the date of hire. Any changes to the order within 14 days of the date of hire will incur an administration handling fee of \$150.00.

### **7. USE OF EQUIPMENT**

A) All Equipment supplied on hire is and remains the property of the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event. The Company reserves the right to assess the site upon drop off and determine whether item(s) should be left at the location to avoid any loss or damages.

B) The Customer will be responsible for the Equipment until it is returned to the Company; and

C) The Customer shall maintain the Equipment in good condition, reasonable wear and tear excepted and warrants that the Equipment will be returned to the Company in its original condition.

### **8. ADDITIONAL EQUIPMENT**

If after commencement of hire from the Company any specific changes are requested, the cost of such changes will be borne by the Customer.

### **9. HIRE PERIOD**

The hire period is for a maximum of 24 hours from the time of delivery, unless otherwise agreed in writing by both parties. Should the Customer fail to return the Equipment to the Company on time or, in the event that, the Company is collecting the Equipment, be unable to access the Equipment, an additional daily charge for each day beyond the set hire period will be charged by the Company.

If the Customer fails to return the Equipment, the Customer authorises the Company to enter the site to collect the Equipment.

### **10. DROP OFF & PICK UP, COLLECTION & RETURN AND LABOUR FEES**

Drop off & Pick up – the address for drop off nominated by the Customer shall be the same address for pick up at the end of the Hire period unless otherwise agreed between the parties. Drop off of all Equipment is at ground level only. The Customer is responsible for advising the Company in writing at the time of booking if the delivery has stairs, steep descents, or additional levels to ensure the booking is quoted correctly. Failure to do so will result in additional charges.

Prior to Pick up the Customer is required to ensure all Equipment is packed as it was supplied, in its original packaging and placed in one central area, ready for collection.

Collection & Return – where the Customer has collected the Equipment from the site of the Company, the Customer shall return the Equipment to the site of the Company at the end of the Hire period unless otherwise agreed between the parties.

Drop off, Labour and Pick up Fee - The drop off, labour and pick up fee included in the quotation are subject to change if the number of items change, or the nature of the delivery changes. The Company reserves the right to vary the drop off, pick up and labour fee.

Additional fees – additional fees apply for after-hours deliveries and collection or in the event the Equipment is not ready for pick up, and additional time is required on site.

It is the responsibility of the Customer to check the Equipment and quantities delivered (or returned) and advise the Company of any discrepancies.

General - The Customer must ensure the Company has full access to the nominated address. If the site is subject to access restrictions the Customer will be liable for reasonable costs associated with the Company complying with:

- (a) inductions on site or time taken to complete induction and/or health and safety checks; and
- (b) site access issues including but not limited to:
  - (i) The Company being unable to use working lifts;
  - (ii) delay on site that exceeds 1 hour, or the Company being unable to complete the drop off/pick up and having to return to the nominated address, or any other reasons that are beyond the Company's control;
  - (iii) parking fines due to not being able to park vehicles at a loading bay.

## **11. DRY HIRE**

Pickup is available from our business site at 51 Auckland Street, Bega NSW 2550, Monday-Friday between 8am-4pm on the agreed date of hire commencement. It is the responsibility of the Customer to load the hired equipment. In the event Company resources are required to assist with loading, additional fees may apply. Please note all Equipment must be transported by the Customer with all necessary blankets, straps and ties. A minimum handling fee starting from \$40 + GST is applicable for all dry hire orders and is evaluated based on the number and nature of the items.

## **12. SITE APPROVAL – PUBLIC OR PRIVATE LANDS**

The Customer shall be responsible for obtaining all necessary permits from local or other authorities for the use of the site and intention to erect the Equipment or to have Equipment erected on such site and shall pay all fees in connection therewith. The Customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

The Customer is to arrange and provide to the Company, within 7 days of the hire start date, a report from Before You Dig ([www.byda.com.au](http://www.byda.com.au)) detailing any assets on the site. If the Customer fails to provide such report in the stated time frame, the Company reserves the right to order such report with any additional costs will be charged to the Customer and the Company reserves the right to charge any additional charges on the credit card provided by the Customer. The Customer shall be solely responsible and shall indemnify the Company for any loss, costs or damages to any assets on the site.

## **13. MISUSE OF EQUIPMENT**

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof. The Customer accepts full responsibility for the Equipment once they take possession of the Equipment. The Customer is liable for any costs, including replacements costs, of any Equipment that is stolen, missing, vandalised, damaged or broken during the Hire period.

The Customer acknowledges that they have received adequate instruction on the correct use of the Equipment, which includes demonstration or verbal or written instructions.

#### **14. SECURITY**

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event that the Equipment is stolen during the Hire period, the Customer is responsible for reporting such theft to the Police and advising the Company in writing within 24 hours including details of the Police Report number. Hiring charges for the Equipment will continue until such time as the Company and Police are notified of the theft.

The Customer shall indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment and must pay that cost to the Company upon receipt of written demand. The Customer must also ensure that there is adequate lighting, water proofing, safe power supply, public liability insurance, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

#### **15. EQUIPMENT CARE**

The Customer is responsible for taking care when handling Equipment and is also responsible for informing other parties about the Company's Terms and Conditions of Hire.

##### **Crockery & Cutlery**

The Customer is responsible for returning the Equipment to the Company in its original condition which includes washing and drying all crockery and cutlery and returning the same to its boxes/packaging. If crockery and cutlery is returned without being washed and dried a cleaning fee will apply. If boxes or packaging are returned damaged, a replacement fee will apply.

##### **Furniture**

Furniture is for indoor use only, unless previously authorised in writing by the Company.

##### **Linen**

All table linen can be returned to the Company dirty however the linen is not permitted to be returned wet. Any permanent stains, wax, mould, rips or burn marks in the linen will result in a replacement fee being charged.

The Company does not permit the use of open candles on tablecloths. All candles must have a drip tray and be contained in a closed vessel to ensure wax does not drip directly onto the linen.

#### **16. LOSS AND DAMAGES**

The Company must be notified within 24 hours of any Equipment lost or damaged during the hire period. The Customer indemnifies the Company in respect of all such loss. The Customer must pay upon receipt of written demand to the Company the following amounts:

- i. If the Equipment is not stolen but lost, the Customer must pay to the Company the current replacement cost of the Equipment;
- ii. If the Equipment is damaged, the Customer must pay for all repairs or replacement costs;
- iii. If no notice is given to the Company of a lost item, it shall be deemed as extended hire until such item is returned and hire fees will continue until notice is given or the Equipment is found and returned to the Company.

The Customer agrees to pay full replacement costs for any Equipment lost or considered by the Company as being irreparably damaged. The Company will notify the Customer in writing of such replacement costs and payment by the Customer to the Company shall be made within seven (7) days of such written notice from the Company. In the event payment is not made by the Customer within the seven (7) day period the Company reserves the right to charge the additional charges on the credit card provided by the Customer.

#### **17. NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS**

The Company shall not in any way be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of these Terms and Conditions of Hire, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by the Company to the Customer are excluded, to the full extent permitted by law. The liability of the Company resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

The Company shall not be liable for any damages caused by its Equipment, this includes but is not limited to walls, floors, doors, windows, stairs, furniture, fixtures, fittings, artworks and landscaping. In the event the site is not clear to receive the Company's Equipment and the Company (or its Contractors) move existing furniture, the Company are not liable for any damage caused.

The Company shall not accept any consequential costs or damages arising from the failure, delay, bad weather or malfunction of the Equipment. The Customer is responsible for taking precautions to ensure alternative arrangements are made in such a situation.

#### **18. FORCE MAJEURE**

For the purpose of this clause, "Force Majeure" means an event or circumstance beyond the reasonable control of a party, including, but not limited to, acts of God, War, Fire, Explosion, Civil disobedience, Legislation not in force at the date of acceptance of these Terms and Conditions of Hire or labour disputes. The Company will not be liable for the consequences of any circumstance reasonably beyond the Company's control which affects its obligations under these Terms and Conditions of Hire.

#### **19. SAFETY**

The Company adheres to the law of the relevant Work Health and Safety Acts of ACT and NSW. The Customer is to ensure adequate safety measures are adopted when necessary. The Company reserves the right to inspect the site during the hire period to ensure that there are no breaches of safety requirements and that there are no alterations or modifications to any Equipment made by any person other than an employee of the Company.

#### **20. MARQUEE HIRE TERMS**

The Company reserves the right to use a subcontractor to carry out its obligations under these Terms and Conditions of Hire.

##### CONDITIONS OF SITE

The Company's quotation for hire charges is made on the assumption that the site on which the tents or marquee equipment are to be erected or to which goods are to be delivered is:

- (a) Flat level firm ground with easy and safe access for heavy motor transport; and
- (b) Has no drainpipes, cables or other services buried beneath the surface or otherwise concealed.

If the said site does not comply with these requirements the Company may, in its absolute discretion, cancel the hire agreement by giving oral or written notice to the Customer or charge additional hire charges. The Company shall not be liable to the Customer for any loss, damage or expense resulting from such cancellation.

##### EXCLUSION OF THE COMPANY'S LIABILITY FOR DAMAGE TO SITE AND SERVICES

The Company shall not be under any liability to make good any damage to the site nor shall the Company be under any liability in respect of damage to grass/terrain, drain pipes, cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage.

The Customer is to arrange and provide to the Company, within 7 days of the hire start date, a report from Before You Dig ([www.byda.com.au](http://www.byda.com.au)) detailing any assets on the site. If the Customer fails to provide such report in the stated time frame, the Company reserves the right to order such report with any additional costs will be charged to the Customer and the Company reserves the right to charge any additional charges on the credit card provided by the Customer. The Customer shall be solely responsible and shall indemnify the Company for any loss, costs or damages to any assets on the site.

#### THE POSITION OF TENTS AND EQUIPMENT

It is the Customer's responsibility to have a representative on the site for the purpose of instructing the Company as to the position of the tents and equipment. If the Customer shall fail to provide a representative on the site the Company may erect the tents and equipment where it thinks fit and it shall be deemed to have performed its obligations under these Terms and Conditions of Hire.

#### VARIATION OF HIRE CHARGES

The Company reserves the right to vary the quoted hire charges in the event of any changes or unforeseen circumstances taking place before or during the period of hire in the cost of labour, materials or transport.

#### ERECTION AND DISMANTLING

The Company is responsible for the erection and dismantling of the Marquee. Only in exceptional circumstances and by prior arrangement will the Company allow the Customer to erect and/or dismantle the Company's property. The Company's time on site may vary due to the access, site, ground conditions and weather. The Company shall not be held liable for any loss suffered by the Customer as a result of the time taken to erect or dismantle the Marquee.

#### PERMITS

The Customer is responsible for giving notice to or obtaining all necessary permits for their event. Any costs incurred as a result of permit delays or modifications which affect these Terms and Conditions of Hire shall be payable to the Company by the Customer.

#### WEATHER

The Customer must notify the Company of adverse weather conditions which may affect the integrity of the structure. For winds exceeding 60km/h the Company reserves the right to reassess the site and hire terms to ensure the safety and suitability for the event.

#### ELECTRICAL SUPPLY

The Customer is responsible for ensuring that the site has a sufficient power supply, plug points, connectors and so on for any lighting hired. Lighting cords are run as far as the marquee, the Customer is responsible for the connection from the marquee to the power source.

### **21. GOODS & SERVICES TAX (GST)**

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

### **22. GOVERNING LAWS AND SITE**

These Terms and Conditions of Hire are governed and constructed in accordance with the laws of the state of NSW, the parties submit to the jurisdiction of the Courts of NSW for determination of any dispute claim or demand arising out of these Terms and Conditions of Hire.

### **23. MISCELLANEOUS**

The Company reserves the right to take photos at event locations utilising the Company's Equipment. Photos are taken with a focus on the Equipment and are selected with due care to exclude recognisable private property and persons. Photos may be used in publications or other media produced, used, or contracted by the Company.

### **24. ACKNOWLEDGMENT & AGREEMENT**

The Customer agrees and accepts full responsibility for the following conditions:

- a) To maintain the Equipment (including packaging and road cases) and to return the Equipment in the same conditions as it was when the Customer first took possession;
- b) To be responsible for all damage to Equipment caused by the weather including but not limited to rain, hail and wind;
- c) Promptly pay all charges in accordance with these Terms and Conditions of Hire irrespective that no demand shall have been made by the Company;
- d) To return all Equipment promptly to the Company at the end of the hire period, without any requirement by the Company to make demand in relation thereto;
- e) To permit (and obtain permission) for the Company and any of its officers, servants and agents to enter the site

where the Equipment may be located and (without prejudice to any other claims or rights as the Company may have to damages of otherwise) to inspect the Company's Equipment or to merit the repossession by the Company of the Equipment if the Company determines that any breach of these Terms and Conditions of Hire has been committed;

f) All expenses, costs or disbursements incurred by the Company in recovering any outstanding monies, including debt collection fees and Solicitor costs, shall be paid by the Customer;

g) Where the Company agrees by special arrangement to deliver Equipment to a person (whether or not an officer, servant or agent of the Customer and whosoever identified), nominated by the Customer, that person shall be deemed to be the authorized agent of the Customer for all purposes of the Terms and Conditions of Hire and be bound by these Terms and Conditions of Hire without releasing the Customer named herein from being personally and severally liable hereunder;

h) To be responsible for all loss or damage whatsoever or howsoever caused to any person or property in relation to the Equipment or the use thereof and without limiting that responsibility, the Customer shall be liable to affect public risk insurance in relation to the Equipment for the duration of the period of hire;

i) Acknowledge that repairs of damaged Equipment will not be undertaken without the written authority of the Company;

j) All missing Equipment or those damaged beyond repair will be paid for at current retail value.

## **25. INTERPRETATION**

"Company" means Alcock Bros. Pty Ltd trading as Coast Hire (ABN 99 631 416 254).

"Customer" means the person or persons company to whom the Quotation and Tax Invoice is addressed and shall include their legal representative, administrators, and successors and or permitted assignees.

"Equipment" means the items hired by the Customer from the Company from time to time.

"Site" means the location where the Equipment is going to be used during the hire period or where the Equipment is located at the end of the hire period.

### **Acknowledged and accepted by the Customer -**

Name:

Address:

Address of event site:

Signature:

Date: