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## **DANCE PARTY HIRE TERMS AND CONDITIONS OF HIRE**

This Hire Agreement is between Dance Party Hire as indicated on the reverse side hereof (“Dance Party Hire”) of the one part and the person whose details appear on the reverse side hereof (the “Hirer”) of the other part. The “Equipment” is defined as all that equipment and all accessories as detailed on the front hereof, and any or all equipment supplied to the Hirer by Dance Party Hire. This agreement is hereafter referred to as the “Agreement”.

1. Should this Agreement fall under the definition of supply of service in the Trade Practices Act, 1974 (“the Act”) then the Act allows Dance Party Hire to limit its liability for a breach of condition or warranty implied by the Act. Dance Party Hire’ liability for such a breach is limited to the supplying of the service again or the payment of the cost of supplying the service again.

2. Certain legislation (including the Act as amended) has the same effect as giving the Hirer certain rights which cannot be excluded, restricted or modified by Agreement. The provisions in this Agreement must therefore be read having regard to such legislation to the extent that it may be applicable and nothing in this Agreement shall have the effect of excluding, restricting or modifying such rights. (b) Subject to the rights so conferred on the Hirer and the restriction posed upon Dance Party Hire (to the extent that such rights and restrictions may be applicable as set out in paragraph 2 (a):

(i) Representations and Agreements not expressly contained herein or incorporated herein by reference shall not be binding upon Dance Party Hire as conditions, warranties or otherwise;

(ii) All conditions, warranties and representation on the part of Dance Party Hire whether expressed or implied statutory or otherwise, whether collateral or antecedent hereto or otherwise are hereby expressly excluded;

(iii) This Agreement constitutes the whole of the Agreement and understanding between the parties with respect to the subject matter hereof and all additions and modifications to the conditions of this Agreement shall be in writing and shall be signed by both parties;

(iv) Dance Party Hire shall be under no liability to the Hirer for any loss whatsoever (including but not limited to loss of profits and consequential loss) or damage to persons or property or death or injury caused by any Act or omission by Dance Party Hire, its servants or agents or any other person in any way related to or arising out of the supply or non-supply of performance or nonperformance

of anything or any service provided for or contemplated by or in pursuance of this Agreement (including negligent Acts or omissions).

3. **THE EQUIPMENT:** The Hirer agrees:-

(a) To use the Equipment at all times in a skilful and proper manner and shall, at his/her own expense, service, clean and maintain the Equipment in good and substantial repair and condition, reasonable wear and tear excepted.

(b) To carefully check the Equipment and notify Dance Party Hire within 24 hours from the time and date of collection noted on the reverse side hereof of any shortages or malfunction.

(c) To be responsible for all loss or damage to the Equipment (less fair wear and tear as determined by Dance Party Hire), howsoever caused, from the time the Equipment leaves Dance Party Hire until it is returned and signed for by a representative of Dance Party Hire and without limiting the generality hereof

(d) To replace or pay for replacement of all loudspeaker cones, horn diaphragms, or microphone inserts or diaphragms that are damaged or fail during the hire period that Dance Party Hire have

judged to have failed due to misuse or over driving, or have failed and are not covered by manufacturer's warranty, as determined by Dance Party Hire.

(e) To return all leads neatly rolled as determined by Dance Party Hire with any tape or dirt removed or pay to Dance Party Hire a rerolling and/or cleaning charge of \$2.00 per lead.

(f) To indemnify Dance Party Hire and keep it indemnified against any claims or Actions whatsoever and howsoever made in respect to the Equipment, the use thereof, failure or non performance of the Equipment.

(g) Dance Party Hire will supply lamps in all Equipment in working order. The Hirer undertakes to replace or pay the retail cost of lamps and styli in the Equipment that fail after the first seven days of hire. These lamps shall be of the same type as those that fail or as determined by Dance Party Hire are of a similar type. The Hirer undertakes to pay the full retail cost of any lamps that fail within the first seven (7) days of any hire.

(h) The Hirer shall not paint, deface, mark or remove any markings on the Equipment, or obscure Dance Party Hire markings or signs or labels on the Equipment. Any such marking or removal shall attract a charge of \$50 per item plus the cost to return the item to its original condition.

(i) Not to part with possession of the Equipment and not to sublet, pledge or reassign the Equipment to any other party without the written consent of Dance Party Hire.

(j) The Hirer agrees that prior to accepting the Equipment they have satisfied themselves as to the condition and state of repair, and suitability for the purpose for which they intend to use the Equipment. All specification, brands, styles, models and rates are subject to change without notice.

(k) Not to affix the Equipment or any part thereof to any building or other property.

(l) To use the Equipment only in the State in which the Equipment was hired and not to move nor permit any other person(s) to move the Equipment out of the state in which it was hired without the written consent of Dance Party Hire.

4. CHARGES: A minimum of \$50.00 (fifty dollars) security bond is to be paid by the Hirer and is payable before the Hirer takes possession of the Equipment. The bond may be applied to the cost of replacement of or repair to the Equipment and any shortfall shall be recoverable from the Hirer as liquidated damages and the parties agree to rely upon this Agreement in the event of any proceedings. A service charge of \$10.00 (ten dollars) applies to hires where the total hire charge is less than \$30.00 (thirty dollars). Dance Party Hire is authorised to account to itself from the bond for the replacement cost of any Equipment not returned by the Hirer within 7 days from the due date for return and Dance Party Hire shall not be held responsible in any way for the amount so accounted or be required to account for such amount to the Hirer after that return date has expired. The Hirer further agrees:

(a) To pay promptly and without retention, all charges for hire of Equipment including government stamp duty and supply of services, all charges for damage to Equipment as determined by Dance Party Hire, and any late return charge as determined by Dance Party Hire and to make payments on time or upon oral and/or written demand by Dance Party Hire or its servants.

(b) That where the Hirer assigns the charges payable on this Agreement to another party or organisation and that organisation or party fails to pay all or part of the charges payable on this Agreement within three (3) days of demand the Hirer will accept responsibility for the payments.

(c) Where the Hire Charges are determined at discount rates at less than full scheduled daily rates as published by Dance Party Hire and the Dance Party Hire Hire period is less than the hire period that qualifies for those discounted rates, then the Hirer accepts that the difference between any discounted rates charged hereon and full published scheduled rates shall be due and payable to Dance Party Hire on demand.

(d) To return the Equipment to Dance Party Hire on the return date, no later than the return time as shown on the trading hours or agreed return time. If the Equipment is returned later than the trading hours or agreed return time, the Hirer will pay an extra days hire charge for that day and an extra days hire charge for each 24 hours after the due return date.

(e) If no return time and date is stipulated in this Agreement the Equipment shall be returnable within 24 hours of demand (whether verbal or written) being made by Dance Party Hire upon the Hirer.

(f) To pay to Dance Party Hire an accounting charge for any money outstanding under this Agreement. This accounting charge shall be equal to 1.5% of the amount outstanding for each week that a payment is outstanding.

(g) To be wholly personally responsible for the conduct and performance of this Agreement and payment of all monies (or charges) due to Dance Party Hire under the terms of this Agreement, and the Hirer accepts that where the charges and monies due under this Agreement are invoiced for

payment to another party, then the Hirer shall be ultimately personally responsible for final payment of such monies to Dance Party Hire in the event the party to which the charges have been invoiced fails to pay any or all of such charges by way of default or otherwise. In signing this Agreement the Hirer is guaranteeing his/her performance for payment in full to Dance Party Hire for payment of all monies owing to it under this Agreement.

(h) To peacefully allow Dance Party Hire or any of its agents to enter any premises they believe the Equipment is in or being used in and inspect or repossess the Equipment should a condition hereon be breached or if Dance Party Hire has demanded return of the Equipment, and not bring any claim or Action against Dance Party Hire as a result of repossessing the Equipment.

(i) If the Equipment is to be returned to Dance Party Hire by a company or persons other than the Hirer then the bond balance may be released to that person and that persons receipt for same shall be a full and final discharge of Dance Party Hire for repaying the bond.

(j) To pay for the full replacement costs and/or additional hire charges if the Equipment is confiscated by but not limited to customs or government bodies.

(k) Pay Dance Party Hire for any costs incurred by the removal of the Equipment or the re-delivery of the Equipment to Dance Party Hire or its agents' premises.

(l) Not to bring or maintain or be party to or assert any action, counter claim or set off at law or in equity or at variance from or inconsistent with any of these conditions.

(m) that the Hirer's charges due to Dance Party Hire pursuant to this Agreement are not waived, and agrees to be held personally liable in the event that the indicated person, company or association fails to pay for any part of the full amount of these charges. The Hirer authorises Dance Party Hire to charge the Hirer's charge card for all charges payable under this Agreement including any shortfall or ongoing charges for which the Hirer is liable.

5. USE OF EQUIPMENT: Dance Party Hire grants to the Hirer the right to use the Equipment for a period of up to 12 (Twelve) hours with each day of hire charged. If the Hirer intends to use the Equipment for a period greater than 12 hours within any day of hire charged then the Hirer agrees to pay Dance Party Hire a proportionally greater amount for each days hire as determined by Dance Party Hire.

6. SERVICE: Dance Party Hire agrees to service or replace any Equipment that develops a fault during the hire period and is returned to the premises of Dance Party Hire by the Hirer during normal trading hours. If faulty Equipment cannot be repaired or replaced quickly during the hire period Dance Party Hire undertakes to credit the Hirer's account for a proportion of the hire charges, on the basis of the number of the hours the Equipment has been used having regard to clause 5 of this Agreement. The Hirer agrees to pay Dance Party Hire a call out fee if the Hirer or any servant of the Hirer requests Dance Party Hire to provide service to the Equipment outside of normal working hours or at a location other than the premises of Dance Party Hire. After hours and/or on site service are services offered by Dance Party Hire separate to the hire of the Equipment and as such there is no undertaking of Dance Party Hire to provide on site or after hours service to the Hirer and there is no guarantee given or implied that an after hours or on site service will be available to the Hirer. The charges invoiced on the front of this form are for the hire of Equipment only without any after hours or on site service being offered by Dance Party Hire.

7. LOSS OR DAMAGE: The Hirer should make there own insurance arrangements. The Hirer is responsible for all loss, damage or injury suffered to any person or property, howsoever caused, and to all loss or damage to the Equipment, from the time the Equipment leaves Dance Party Hire premises, until it is returned and accepted by Dance Party Hire. The Hirer is advised to obtain public risk insurance and insurance to cover loss, damage or injury to the Equipment and all persons and property. The bond or part thereof shall be returned to the Hirer only after the Equipment has been checked and accepted by Dance Party Hire - no correspondence shall be entered into. The Hirer assumes full responsibility for all loss or damage to the Equipment including but not limited to: (i) Loss and/or damage occasioned by theft or misappropriation by the Hirer and/or but not limited to his/her employees, servants, agents and drivers; (ii) Loss and/or damage by confiscation or detention by Customs officials or other authorities; (iii) Loss and/or damage arising from wear and tear, gradual deterioration, moth, vermin, woodworm or from any process of cleaning, repairing, dyeing or restoring Equipment; (iv) Loss and /or damage arising from electrical mechanical derangement; (v) Breakage of transistors and other components in electronic Equipment; (vi) Any consequential loss and /or consequential damage; (vii) Loss and/or damage

caused by climatic and/or atmospheric conditions and/or extremes of temperature; (ix) Loss and/or damage caused by theft or vandalism from locked and/or unlocked premises or motor vehicles ; (x) Loss and/or damage to the Equipment occasioned through Transportation of the Equipment by persons other than the Hirer; (xi) Loss and/or damage to the Equipment due to any method of transportation used in either delivering the Equipment to the Hirer or in the returning of the Equipment to the premises of Dance Party Hire including but not limited to couriers; (xii) Loss and/or damage to the Equipment occasioned through the use of, but not limited to, portable power supplies, generators or any power source.

8. **TERMINATION:** Upon default by the Hirer for any reason Dance Party Hire may terminate this Agreement and demand the return of the Equipment at any time by giving written notice of the termination to the Hirer or any person on the premises where the Equipment is kept or is being used.

9. **DELIVERY, PICK UP AND OPERATOR:** Delivery, installation, operation, on site service, pull down and collection charges are all costed separately to equipment hire rates and such charges are quoted on the basis of free, unhindered access at any time suitable to Dance Party Hire and it is the Hirers responsibility to ensure that the Dance Party Hire personnel and vehicles has a clear path to the delivery site. Where Dance Party Hire agrees to delivery and/or collect the Equipment at a nominated address, the Hirer agrees to reimburse Dance Party Hire at a minimum charge of \$0.70 per 1km driven to and from Marsden Park for any additional costs that Dance Party Hire incurs should the Dance Party Hire driver(s) and/or operators be unable to complete the delivery or collection of the Equipment for any reason whatsoever within sixty minutes from their arrival to the nominated address. The client must be present at the agreed delivery time, any outstanding payments is required before any delivery's are unloaded or set up, if the client isn't present at the agreed delivery time, Dance Party Hire will contact the client and will wait 20 minutes from the point of contact, if the client isn't present after 20 minutes Dance Party Hire will cancel the booking and all deposit won't be refunded. The client must give 24 hour's notice of any changes to their hire, Dance Party Hire may not be able to commit to any time/date changes due to other clients that maybe booked on the same day.

10. **IDENTIFICATION:** All hirers must be over the age of 18 years. Some types of equipment will not be hired to persons under the age of 24 years. All Hirers are required to provide three (3) forms of identification including:- 1. A current NSW picture Drivers Licence or Equivalent NSW Photo ID, as determined by Dance Party Hire; 2. Current Passport or signed Bank issued Credit Card or ATM card; 3. Telephone, Electricity, Bank Statement or equivalent as determined by Dance Party Hire which verify the Hirer's full name and current NSW address. Required identification must be provided when collecting the equipment or receiving a delivery. Dance Party Hire reserves the right to request additional identification or information and a third party reference. Dance Party Hire will not hire equipment to any person who fails to provide required identification.

11. Dance Party Hire reserves the right to refuse to hire its equipment to any person or entity without showing cause.

12. **CANCELLATION:** Unless otherwise agreed bookings cancelled within 10 (ten) days from the booking date incur a cancellation fee equal to 10% of the hire charge for each day that the notice of cancellation or postponement is less than 10 days prior to the booking date. Cancellations must be notified in writing. The total hire charge is payable before the Hirer takes possession of the Equipment. All payments received may be applied to any applicable cancellation charges and any shortfall shall be recoverable from the Hirer as liquidated damages.

13. **SECURED BOOKINGS:** Bookings are secured by paying the hire fee in advance of the booking date. The hire fee is fully refundable in the event Dance Party Hire is unable to supply equipment as ordered. Bookings secured by advance payment have priority over unsecured bookings. A booking without payment of the hire fee is "unsecured" and is not binding on Dance Party Hire.

14. **COPYRIGHT:** The Hirer agrees to indemnify Dance Party Hire against any claims or charges in relation to the use of copyright material.

15. Failure of Dance Party Hire to insist on strict performance by the Hirer of any condition of this Agreement is in no way deemed to be acceptance of that breach or any other breach of the conditions of this Agreement.

16. If any of the terms of this Agreement is or becomes for any reason wholly or partly invalid, that condition shall to the extent of the invalidity be severed without prejudice to the continuing force of the validity of the remaining conditions.

17. These terms and conditions shall be governed by and construed to take effect in accordance with the laws of New South Wales.

18. Unless the context of subject matter otherwise indicates words importing the singular shall be deemed to include the plural and vice versa.

19. Where the Hirer is a corporation the words "he", "his" and "she" shall be deemed to be it.

20. The masculine gender shall include the feminine gender and vice versa.

21. It is agreed that clause headings have been inserted merely for convenience and nothing in such headings shall affect in any way the interpretation or construction of this Agreement.