



## HIRE CONTRACT GENERAL

Phone: 0438 664 326

E-Mail: info@townsvillejukeboxhire.com.au

### Name of Hirer: \_\_\_\_\_

We agree to hire and you agree to take on hire of the items on the following terms.

#### 1. DEFINITIONS

**Cost of Hire** being the total amount payable to us for you to hire the Items which shall be dependant on the Period of Hire.

**Deposit** is the amount taken for the deposit at the time of payment

**Items** means the Items being Hired and described and quantities listed accordingly below:

**Serial Number** (if applicable): \_\_\_\_\_

**Period of Hire** means \_\_\_\_\_ night/s and shall commence on the date and time that we have delivered, the Items to you or have been collected by you and shall cease on the date and time that we collect the Items from you or are returned by you.

**Terms** means these terms and conditions, the instructions affixed to the Items, the instructions provided verbally by us and the checklist for the Items

**We / Us / Our** means Townsville Jukebox Hire.

**You** means the Hirer stated at the beginning of this document.

#### 2. DEPOSIT & PAYMENT

2.1 You must pay the Deposit to us at the time you book the Items for hire.  
2.2 The Deposit is nonrefundable if you cancel a booking made with us. This means that the Deposit will not be returned to you. If any other payments have been made a 90 day store credit will apply if you cancel with at least 5 days' notice from the Hire Date. If you cancel with 5 or less days' notice from the Hire Date you will forfeit any money paid.

2.3 If you do not collect your Deposit within 12 months of us collecting the Items from you or you returning the Items to us, you will forfeit your Deposit to us.

2.4 You must pay the total Cost of Hire to us 7 days prior to us delivering the Items to you. This also applies if you are collecting the items.

#### 3. DELIVERY AND/OR COLLECTION OF THE HIRED ITEMS

3.1 Prior to accepting possession of the Items you are satisfied that they are in good repair and in safe working order, you aware of the proper use for which the Items are designed for, you are satisfied that it suits your purpose and you are satisfied with the instructions provided by us as to how to use the Items.

3.2 Prior to returning the Items, you must have cleaned and ready for collection or items must be cleaned when returning. A fee will apply if items are not cleaned or returned in the same condition as received.

3.3 If you cause any delay in us delivering or collecting the items from you then you will be responsible for the extra costs incurred by us for the delay.

#### 4. YOUR OBLIGATIONS:-

- 4.1 You must:-
- Ensure all persons using the Items are suitably instructed and capable to do so safely;
  - Ensure the Items are always secure;
  - Allow us, if we choose to do so, enter upon the Property where the Items are situated to inspect the Items, at any time during the Period of Hire;
  - Have all the Items ready for collection for the time instructed by us; and
  - Ensure all Items are cleaned and available prior to collection.

4.2 You must not:-

- Use the Items for any illegal purpose; tamper with, repair or modify the Items in any way or permit another to do so; sell, hire or part with possession of the items; without our prior consent;
- Damage the Items in any way;
- Use the Items, if the Items are Chair Covers, on grass.

4.3 You acknowledge:-

- That in accordance with the Liquor Act 2007 it is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of eighteen (18) years;
- That the title and ownership of the Items remains with us;
- That we have provided you with sufficient instruction to use the Items;
- That you have an adequate knowledge and degree of competency to safely use the items;
- That Helium cannot be inhaled and can cause serious injury or death if inhaled.

#### 5. WHAT YOU ARE RESPONSIBLE FOR

5.1 You will be responsible for the following costs during the Period of Hire:-

- Any additional Items provided by us;
- Replacement of the Items due to fire and or theft;
- Repair or replacement of the Items due to any accidental or intentional damage;
- Repair or Replace to the Items due to vandalism;
- Repair or Replace to the Items due to the negligence of you or any another party;
- All costs incurred by us due to a breach by you of this Contract.

#### 6. INDEMNITY

6.1 You agree to indemnify us against any loss, damage, injury or death of persons arising out of the use, storage or transport of the Items as a result of our or your actions or omissions whether they are intentional, negligent or accidental.

#### 7. CONSEQUENTIAL LOSS

7.1 We are not responsible for any delay, loss and consequential loss including loss of profits due to the supply or failure to supply the Items to you or due to the failure of the operation of the Items for any reason whatsoever.

7.2 We shall have the benefit of this clause and limitations of liability if any loss or damage arises for any reason whatsoever, including breach of Contract, negligence, breach of duty or willful act or default.

#### 8. DISPUTES

8.1 We and You agree that any disputes arising from the hire of the Items (except for payment of fees) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited before litigation is pursued.

#### 9. GOVERNING LAW

9.1 This Contract is governed by the law of Queensland.

**I, the Hirer, have read the Terms of the Hire Contract and understand my obligations**

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Picked Up / Delivered In Full

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_