



# HIRE CONTRACT JUKE BOX

Phone: 0438 664 326

E-Mail: info@townsvillejukeboxhire.com.au

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

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

## 1. DEFINITIONS

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

**Deposit** is the sum of fifty dollars (\$50.00).

**Machine** means the Juke Box (Serial Number JB)

**Period of Hire** means \_\_\_\_\_ night/s and shall commence on the date and time that we have delivered the Machine to you and shall cease on the date and time that we collect the Machine from you.

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

**We / Us / Our** means Townsville Jukebox Hire, its employees and agents.

**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 Machine to you.

## 3. DELIVERY AND COLLECTION OF THE MACHINE

3.1 We shall deliver the Machine to you and setup the Machine at the time of delivery.

3.2 Prior to accepting possession of the Machine you are satisfied that it is in good repair and in safe working order, you aware of the proper use for which the Machine is 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 Machine.

3.3 Prior to us collecting the Items from you, you must have items cleaned and ready for collection

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

## 4. YOUR OBLIGATIONS:-

4.1 You must:-

- Provide a suitable power supply, no generators;
- Follow the Terms for use of the Machine;
- Ensure all persons operating the Machine are suitably instructed to do so;
- Ensure the Machine is always secure. If you fail to do so, you agree to pay us the scheduled price as stated in 5.5.2;
- Allow us, if we choose to do so, enter upon the Property where the Machine is situated to inspect the Machine, at any time during the Period of Hire;
- Ensure the Machine is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor; and
- Provide suitable flooring, such as cement slab, tiles or hired dance floor. The Machine cannot be placed on grass or wet floors.

4.2 You must not:-

- use the Machine for any illegal purpose; tamper with, repair or modify the Machine in any way or permit another to do so; sell, hire or part with possession of the Machine;
- use the Machine in any other area other than where we have set up the Machine, without our prior consent.
- Damage the Machine in any way.

4.3 You acknowledge:-

- that the title and ownership of the Machine remains with us;
- that we have provided you with sufficient instruction to use the Machine;
- that you have an adequate knowledge and degree of competency to operate the Machine;

## 5. WHAT YOU ARE RESPONSIBLE FOR

5.1 You will be responsible to pay the scheduled price for the Machine if the Machine is lost, stolen or damaged (by you or any other party) between the time of delivery to the time of collection.

5.2 The scheduled price is up to \$13933 + GST. Includes Music.

5.3 All costs are to be paid by you immediately upon demand by us.

5.4 Any costs resulting from delay in delivery or collection of the Machine.

## 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 Machine 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 Machine to you or due to the failure of the operation of the Machine 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 Machine (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. LICENSING

9.1 We hold relevant licenses to the use of the music on the Machine at a private residence. Should the Machine be used outside a private residence, you will be responsible for obtaining all necessary licenses to allow playing of the music at that location.

## 10. GOVERNING LAW

10.1 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\_\_