

Terms & Conditions of Hire

Please read carefully

Please note: on confirmation of your order we will consider our Terms & Conditions of hire accepted.

1 Definitions

The parties agree as follows:

- (a) The **'Owner'** is Adelaide Consolidated Trading P/L trading as 'Atlas Event & Party Hire (ABN: 48 108 743 291)
- (b) The **'Customer'** is the person, firm, entity or corporation named on the face of this Rental Agreement and includes the Customer's agent.
- (c) The **'Goods'** means all equipment, including all accessories supplied by the Owner to the Customer.

2 **Hire** The Owner agrees to hire the Equipment to the Customer on these Terms and the terms of the booking. If there is any inconsistency, these terms prevail.

3 Customer Responsibilities

The Customer will

- (a) hire the equipment at its own risk, and bear responsibility for the equipment hire from the time of its delivery or pick up into the possession of the customer until the goods are collected or returned to the Owner
- (b) where necessary to be responsible to obtaining the necessary permits and/or plans and such fees as may be required to use the equipment
- (c) to thoroughly wash, clean, dry and pack the Goods in boxes, cartons or receptacles provided by the Owner and that all Goods comprising tables and chairs shall be neatly and properly stacked for collection by the Owner. The Owner's employees (including its driver/s) will not re-pack Goods collected by the Owner at the end of the rental period, unless agreed in writing by the Owner.
- (d) for erecting and dismantling Goods delivered by the Owner to the Customer and the Customer shall bear the sole risk and expense related to and associated with such services.

The Customer agrees

- (a) to fully indemnify and to pay to the Owner on demand and on a full replacement value of new item basis for all Goods that are missing or goods that, in the opinion of the owner, or that of a suitably qualified person is beyond repair, and
- (b) in respect of any Goods that are returned dirty or are otherwise unusable for future rental by the Owner, to pay to the Owner on demand a fee for cleaning / repairing such Goods to the Owner's satisfaction. The Owner has an absolute and unfettered discretion to consider or treat any Goods as dirty or requiring cleaning / repair; and
- (c) shall not use or permit the Goods to be used in the manner for which they are normally used.
- (d) not remove the equipment from the location designated in the order form, and must not sub-hire, part with possession or part with control of, the equipment, without the Owner's written permission
- (e) to comply with written instructions given to the customer or accompanying the equipment

4 Rental Rates and Quotations

- (a) The Owner's quotations for rental of the Goods are subject to an inspection of the site and the erection and dismantling of Goods, during ordinary working hours. If site grounds or floors are uneven, the Owner may in its sole and absolute discretion impose an additional fee for labour and materials for leveling of the site and the Customer agrees to pay the said fee.
- (b) Rental prices quoted by the Owner are for a minimum one-day rental. The Customer agrees to pay to the Owner an additional / extra 20% of the daily rate per day beyond the rental period unless otherwise agreed in writing (including late returns).
- (c) All rental prices are subject to change by the Owner in its sole and absolute discretion without any notice to the Customer.

5 Repossession by the Owner

- (a) The Customer shall not have or be deemed to have any authority to pledge the credit of the Owner for any purpose whatsoever or to create or permit to be acquired any mortgages, liens, claims, charges or other encumbrances, or interests of any person, over or affecting the Goods.
- (b) Notwithstanding anything herein contained the Owner may at any time (without giving any reason whatsoever) repossess any or all of the Goods without notice to the Customer.

6 Delivery and Pick up

- (a) Delivery and Pick up of the Goods is at the Customer's expense.
- (b) Prices quoted by the Owner are for delivery and pick up on street level. Should deliveries to higher or lower levels be required or if tables or chairs are required to be set out, then any related or associated cost or expense, including the Owner's drivers labour, shall be payable by the Customer to the Owner on demand.
- (c) In the event a Customer's order results in any additional / extra labour or overtime by the Owner's employees the related or associated cost and expense for that labour shall be payable by the Customer to the Owner on demand.
- (d) The Customer shall pay to the Owner for any Goods not returned by the Customer at the end of the rental period which are collected by the Owner and the Customer shall pay to the Owner on demand the full cost and expense incurred by the Owner with regard to the said pick up. The Customer shall pay to the Owner for any late return of Goods at a rate of 20% of the rental value of the said Goods.
- (e) The Owner will do its best to carry out the Customer's delivery instructions but accepts no responsibility for the non arrival or late arrival of any Goods.

- 7 **Substitution**
The Owner reserves the right at any time during the period of this Rental Agreement to substitute any portion of Goods ordered by the Customer with other Goods of similar or like description or performance.
- 8 **Cancellation**
General Hire -The Customer shall give 7 clear days written notice to the Owner of cancellation, failing which the Customer shall pay 20% of the total rental fee by way of liquidated damages and not by way of penalty.
Wedding Hire – The customer shall give 4 weeks notice to the cancellation of Goods or part thereof, failing which the customer shall pay 50% of the total rental charge.
Orders cancelled on day of delivery of the Goods to the Customer shall pay to the Owner 100% of the total rental fee, including any delivery costs, as and for a cancellation fee.
- 9 **Packing**
(a) The Owner shall deliver Goods in a clean condition, but the Owner gives / makes no representation / warranty to the Customer as to fitness for purpose / use without washing.
(b) The Owner shall make every endeavour to rent Goods to the Customer to the nearest standard pack of the quantity ordered.
(c) Where the Owner receives Customer's goods / property in error the Customer must claim those goods / property within 21 days from the date of invoice, otherwise goods / property may be disposed of by the Owner without any notice or any liability to the Customer.
- 10 **Insurance**
It is the Customer's discretion and / or responsibility to obtain any and all proper and appropriate insurance in respect of and in connection with the Goods during the period of this Rental Agreement. The Owner makes no representation, warranty, term or condition as to the requirement or appropriateness of any insurance that the Customer may obtain, save that the Goods are insured by the Owner while in transit on Owner vehicles only.
- 11 **Indemnity**
The Customer shall indemnify and keep indemnified and releases and forever holds harmless the Owner, its servants and agents for any loss (including loss of enjoyment), damage, injury/ies, suit/s, action/s, claim/s, costs (on a solicitor and client basis) and demand/s of every description whatsoever and however arising either directly or indirectly from any and all representations, warranties, terms and conditions expressed or implied (except in so far as statutory conditions and warranties cannot be excluded under the Australian Consumer Law, the use (including, but not limited to the erection and / or dismantling of any Goods), maintenance, transport, operation of the Goods, whether resulting from the negligence of the Owner, its servants or agents or not.
- 12 **Exclusion of Liability**
The Owner shall not be liable to the Customer or to the Customers servants or agents for any loss (including loss of enjoyment), damage, injury/ies, suit/s, action/s, claim/s and demand/s of any description whatsoever and howsoever arising whether directly or indirectly from any and all representations, warranties, terms and conditions expressed or implied (except in so far as statutory conditions and warranties cannot be excluded under the Australian Consumer Law, use, (including, but not limited to the erection and / or dismantling of any Goods), maintenance, transport, operation of Goods whether resulting from the negligence of the Owner, its servants or agents or not.
- 13 **Damage waiver – (please read carefully) -**
This is separate and distinct from insurance (refer clause 10). Upon payment of 8% of the total hiring cost of the Goods the Customer is not liable for damaged or broken Goods, save for losses or damage caused by vandalism or misuse. All broken or damaged Goods **must be returned to the Owner** otherwise they are classed as missing Goods, which the Customer agrees to pay for on a full replacement value basis. All Goods comprising Crockery & Glassware must be returned in a condition that the Owner in its sole and absolute discretion recognizes as its Goods. **Glassware - the waiver will cover up to 10 breakages only. Any breakages over and above this amount, will be charged at replacement cost.**
Linen: *The damage waiver does not cover candle wax on linen.*
Streamer damage: Streamers or pigment coloured decorations on or near the marquee can permanently stain. Each affected piece will be replaced in full at the customer's expense.
If the Customer elects not to agree to Damage Waiver then the Customer agrees to be responsible and pay to the Owner for full replacement value of all damaged and missing Goods.
- 14 **Force Majeure** If the Owner is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires riot, civil commotion or unrest, interference by civil or military authorities or act of war) the Owner may give written notice to that effect to the Customer giving full particulars of such force majeure in which case the obligations of the Owner under these terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The Owner shall not be liable for any loss or damage suffered by the Customer as a result of any delays caused by such force majeure events.
- 15 **Sub-hire or sub-lease**
(a) This Rental Agreement is personal to the Customer and is not transferable.
(b) The benefit of this Rental Agreement shall not be assigned, sold or under-let and possession of the Goods shall not be given to any other person without the prior signed and written consent of the Owner.
(c) In the event the Customer fails to perform and observe all the conditions and stipulations on its part contained in this Rental Agreement or does or permits to be done any act or thing which may prejudice the Owner's ownership of the Goods, the Owner may immediately, without prejudice to any of its rights under this Rental Agreement, terminate the hiring forthwith and retake possession of the Goods and if necessary for that purpose to break open and enter upon any premises belonging to or in the occupation or control of the Customer. A demand for the return of the Goods by the Owner given verbally by one of its agents or servants or by written notice to the Customer shall be sufficient notice of the termination of this Rental Agreement by the Owner.
the following shall apply:
(i) This Rental Agreement is terminated forthwith; and
(ii) The Customer forfeits the entire of the amount/s paid to the Owner in respect of this Rental Agreement; and
(iii) The Customer shall, at the direction of the Owner, return the Goods to the Owner at the Customer's own expense and, failing that, the Customer agrees to reimburse the Owner for all costs charges and expenses incurred by the Owner on a full indemnity basis for the recovery of the Goods; and
(iv) The provisions of clauses 10, 11 and 13 continue to apply in spite of sub-clause 14 (b) (i) of this Rental Agreement.

16 **Rental Agreement**

- (a) This Rental Agreement supersedes all negotiations and prior agreements, whether written or oral, in respect of the Owner renting the Goods, or Goods of a similar class, category or description, to the Customer.
- (b) On and from the date of Delivery the Owner shall rent to the Customer and the Customer shall rent from the Owner the Goods until the Due Date at the Total Rental and on the terms and conditions contained in this Rental Agreement.

I hereby accept the terms and conditions of hire:

Signed: _____ **Print Name:** _____ **Date:** ____/____/____

Booking Number/ Quote Number _____

****ATLAS SEVERE WEATHER INFORMATION****

****IN THE EVENT OF EXTREME WEATHER****

We recommend you have an evacuation plan in place

Atlas structures are all delivered and certified to AS1664 (Design) and Wind Load AS1170-2.

The PVC cladding of the marquees and structures is not required to be designed to the same wind loads. All PVC clad structures must be evacuated at a wind speed of excess of 80km per hour. This is required as PVC cladding does not provide protection from airborne materials.

CAUTION

- At high winds, it is recommended that all openings of the structure are closed when winds exceed 80km per hour.
- Ensure light equipment on site is secured to prevent the items becoming airborne.
- Wind gusts may exceed structure design loads. The PVC cladding is designed to shred to reduce loads. This is acceptable of winds beyond 120km per hour.

EMERGENCY NUMBER: GRAHAM EGERTON – 0417 819 237