



HIRE CONTRACT COLDROOM

Phone: 07 4728 5500
Email: info@partytimetownsville.com.au

Name of Hirer:

(Personal Name Only) (h)

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

1. DEFINITIONS

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

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

Coldroom means the Mobile Trailer Coldroom (Registration Number)

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

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

We / Us / Our means Party Time, its employees and agents.

You means the Hirer stated at the beginning of this document and/or the person collecting the Coldroom for us.

2. DEPOSIT & PAYMENT

2.1 You must pay the Deposit to us at the time you book the Coldroom 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 Coldroom from you or you returning the Coldroom 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 Coldroom to you.

3. PICKUP / DELIVERY AND COLLECTION OF THE COLDROOM

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

3.2 Prior to us collecting or you returning the Coldroom, you must have the Coldroom cleaned and ready for collection. If the Coldroom is not returned clean a cleaning fee will be charged.

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

4. YOUR OBLIGATIONS:-

- 4.1 You must:-
(a) Provide a suitable power supply;
(b) Follow the Terms for use of the Coldroom;
(c) Ensure all persons operating the Coldroom are suitably instructed to do so;
(d) Ensure the Coldroom is always secure. If you fail to do so, you agree to pay us the scheduled price as stated in 5.5.2;
(e) Allow us, if we choose to do so, enter upon the Property where the Coldroom is situated to inspect the Coldroom, at any time during the Period of Hire;
(f) Ensure the Coldroom is kept safe and secure.
(g) Show us your Driver's License on pickup of the Coldroom.

Ensure the towing vehicle has current comprehensive insurance and registration.

4.2 You must not:-

- (a) use the Coldroom for any illegal purpose; tamper with, repair or modify the Coldroom in any way or permit another to do so; sell, hire or part with possession of the Coldroom;
(b) use the Coldroom in any other area other than where we have set it up or where you have told us the Coldroom will be located, without our prior consent.
(c) Damage the Coldroom in any way.
(d) Travel on unsealed roads.
(e) Tow the Coldroom loaded.
(f) Tow the Coldroom at speeds over 80km/h.
(g) Travel further than 50km from Townsville City.
(h) Store more than 250kg of goods per shelf in the shelving rack/s or more than 900kg per shelving rack/s.

4.3 You acknowledge:-

- (a) that the title and ownership of the Coldroom remains with us;
(b) that we have provided you with sufficient instruction to use the Coldroom;
(c) that you have an adequate knowledge and degree of competency to operate the Coldroom;

5. WHAT YOU ARE RESPONSIBLE FOR

- 5.1 You will be responsible to pay the scheduled price for the Coldroom if the Coldroom 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: Standard up to \$10000 + GST, Large up to \$15000 + GST.
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 Coldroom.
5.5 Any fines or tickets resulting from illegal use of the Coldroom during the Period of Hire plus an administration fee.

6. INDEMNITY

6.1 You agree to indemnity us against any loss, damage, injury or death of persons arising out of the use, storage or transport of the Coldroom 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 Coldroom to you or due to the failure of the operation of the Coldroom 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. GOVERNING LAW

8.1 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