


Party Time	Page: 1 of 2	Issue: 1	Date: Dec 2019
	<h1>HIRE CONTRACT GENERAL</h1>		Phone: 07 4728 5500
			Email: info@partytimetownsville.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 dependent on the Period of Hire.
- Deposit** is the amount taken for the security bond/deposit at the time of booking.
- Items** means all products being hired and described with quantities listed accordingly on the Order Form/s and/or Tax Invoice/s provided at the time of booking and/or payment.
- Serial Number** (if applicable) is the Serial Number listed on the Order Form/s.
- Period of Hire** 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 and accepted as returned by us.
- Terms** means these terms and conditions, the instructions affixed to the Items, the instructions provided verbally or written by us and the checklist for the Items.
- Returned** means returned by you to us or collected from you by us.
- Coldroom** means Mobile Coldroom or Mobile Freezer.
- We / Us / Our** means Party Time, its employees and agents.
- You** means the Hirer stated at the end of this document and/or listed on the Order Form.

**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 from us 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 5 days prior to us delivering the Items to you. You must pay the total Cost of Hire to us before collecting the Items from us unless agreed otherwise.
- 2.5 The Deposit is refunded the same way it was originally paid. You must contact us after the hire is completed to receive the deposit refund, it does not get refunded automatically.


**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 or having the Items collected by us, you must have the Items cleaned and ready for collection as advised by us. A fee will apply if the Items are not cleaned or returned in the same condition as they were 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:-
  - (a) Ensure all persons using the Items are suitably instructed and capable to do so safely;
  - (b) Ensure the Items are always safe and secure;
  - (c) 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;
  - (d) Have all the Items ready for collection for the time instructed by us; and
  - (e) Ensure all Items are cleaned and available prior to collection.
- 4.2 In addition to 4.1, if one or more Item/s is a Jukebox you must:-
  - (a) Provide a suitable 10amp 240V mains power supply, no generators;
  - (b) Ensure the Jukebox is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor;
  - (c) Provide suitable flooring, such as cement slab, tiles, timber flooring or dance floor. The Jukebox cannot be placed on grass or wet floors.
- 4.3 In addition to 4.1, if one or more Item/s is a Slush Machine you must:-
  - (a) Provide a suitable 10amp 240V mains power supply, no generators;
  - (b) Provide a solid table for the Slush Machine to be placed on. It cannot be placed on a glass table;
  - (c) Ensure the Slush Machine is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor;
  - (d) Ensure that no other product/s is used in the Slush Machine except for the Slush Syrup provided by us, water and alcohol (if applicable and provided at your own cost); without our prior consent;
  - (e) Prior to us collecting or you returning the Slush Machine you must ensure it is empty and has been flushed with clean water. We will attend to it's cleaning.
- 4.4 In addition to 4.1, if one or more Item/s is a Coldroom you must:-
  - (a) Provide a suitable 10amp 240V mains power supply;
  - (b) Show us your Driver's License on pickup of the Coldroom;
  - (c) Ensure the towing vehicle has current comprehensive insurance and registration;
  - (d) Ensure the Coldroom is washed out and cleaned before returning the Coldroom to us or before we collect the Coldroom from you;
  - (e) Ensure the Coldroom is only towed unloaded and on sealed roads;
  - (f) Ensure the Coldroom does not travel further than 50km from Townsville City; without our prior consent;
  - (g) Ensure that no more than 50kg of goods is stored per shelf in the shelving rack/s or more than 200kg per shelving rack;
  - (h) Ensure the goods stored in the coldroom does not exceed:
    - a. 300kg for a Standard Size Coldroom;
    - b. 500kg for a Large Size Coldroom.

Initial: \_\_\_\_\_

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4.5 You must not:-

- (a) 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;
- (b) Use the Items in any other area or location other than where we have delivered the Items; without our prior consent;
- (c) Damage the Items in any way;
- (d) Use Chair Covers on grass;
- (e) Inhale Helium as it can cause serious injury or death if inhaled.

4.6 You acknowledge:-

- (a) 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;
- (b) That the title and ownership of the Items remains with us;
- (c) That we have provided you with sufficient instruction to use the Items;
- (d) That you have an adequate knowledge and degree of competency to safely use the items;
- (e) Your personal details may be entered into our marketing database and you may be contacted by us for marketing purposes.

**5. WHAT YOU ARE RESPONSIBLE FOR**

5.1 You will be responsible for the following costs:-

- (a) Any additional Items provided by us;
- (b) Replacement of the Items due to fire and or theft;
- (c) Repair or replacement of the Items due to any accidental or intentional damage;
- (d) Repair or Replace to the Items due to vandalism;
- (e) Repair or Replace to the Items due to the negligence of you or any another party;
- (f) Any fines or tickets, such as but not limited to speeding fine/s, issued to us due to the illegal use of a Coldroom during the Period of Hire plus an Administration Fee of \$25.
- (g) All costs incurred by us due to a breach by you of this Contract.

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

**6. LICENSING**

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

**7. INDEMNITY**

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

**8. CONSEQUENTIAL LOSS**

8.1 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.

8.2 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.

**9. GOVERNING LAW**

9.1 This Contract is governed by the law of Queensland.

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

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

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

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