

AGREEMENT TO HIRE

These terms for the hire of goods and equipment are an agreement by you (“**you**”, “**your**”) to hire goods and equipment (“**Hire Items**”) from **L & M Events (ABN 60 919 900 512)** (“**we**”, “**us**”, “**our**”), be that agreement made by SMS, email, facsimile or any other method of communication (the “**Agreement**”).

A quote outlining the price for the Hire Items and all related services (“**Price**”) will be provided to you with this Agreement and may be amended or updated from time to time by us (“**Quote**”). The Quote will specify the Hire Items, any services provided (“**Services**”), the scheduled date for delivery and installation of the Hire Items (“**Delivery Date**”) and the date we will collect all Hire Items from you (“**Collection Date**”).

This Agreement, including the Quote, will constitute the entire agreement between us and you and supersedes all previous arrangements or agreements with you.

1. BINDING CONTRACT

- 1.1. This Agreement is entered into and will be binding on both parties when you pay a non-refundable booking fee equal to **25%** of the Price (**Booking Fee**).
- 1.2. Until you have accepted the Quote, we may at any time withdraw it by any means, including verbally, by email, SMS or letter to you.
- 1.3. We have no obligation to you to accept this Agreement or to supply the Hire Items if you accept the Quote outside of the specified timeframe for acceptance. Our Quote will be valid for **seven (07) days**.
- 1.4. This Agreement can only be accepted by both us and you.

2. TERMS OF PAYMENT

- 2.1. Unless otherwise agreed in writing with you, you are required to pay the Price as follows:
 - 2.1.1. the Booking Fee within seven (07) days of acceptance of the Quote and this Agreement; and
 - 2.1.2. the remainder of the Price (being 75%, plus additions) (“**Final Payment**”) fourteen (14) days from the Event Date.
- 2.2. Notwithstanding clause 2.1, if any Hire Items require any custom work, manufacturing, adaptations, or specific requirements to be made, we will require full payment for these items, plus the **25% Booking Fee as outlined in Clause 2.1** for the remaining items.
- 2.3. The purpose of the Booking Fee is to not only secure the Hire Items for the Event Date, but for costs and expenses to ensure we can provide the Hire Items in the manner you require. By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable unless specified in this Agreement.
- 2.4. You acknowledge that through booking the Hire Items for the Event Date, you accept that we will suffer loss by declining other work for that date, from the date that you agree to this Agreement.

- 2.5. The Booking Fee is not transferable to another date or another type of hire item (unless otherwise provided within this Agreement or as otherwise agreed with us in writing), and the variation of your Event Date constitutes a new booking, subject once more to this Agreement.
- 2.6. Any payments made to us may be made by Electronic Funds Transfer, Cash, Direct Debit, Credit Card or as otherwise directed by us. Payments made by Credit Card may include a surcharge.
- 2.7. If payment is not made in accordance with this Agreement, we are not obliged to deliver the Hire Items and may withhold delivery until such payment is made. You agree and acknowledge that we are not responsible in any way for any delay or change to your event as a result of any late or non-payments by you.
- 2.8. If any payment is not made when due, you shall pay all costs that we incur to collect or attempt to collect the debt arising from a breach of these Terms. The term "all costs" includes but is not limited to all debt collector fees, legal fees, court filing charges and any other expenses of whatever nature incurred by us in collecting or attempting to recover all or part of the debt.

3. THE HIRE ITEMS

- 3.1. In accordance with the terms of this Agreement, we will deliver the Hire Items for use on the Event Date to the address specified in the Quote ("**Site**"). The specific schedule for delivery will be determined and communicated at least 14 days prior to the Event Date.
- 3.2. The Price for delivery and collection is determined on the following factors:
 - 3.2.1. The costs for delivery and collection is based on the standard delivery/collection window, site access and one delivery point.
 - 3.2.2. The Standard Delivery/Collection Window is below;

Weekday	Delivery / Collection Timeframe
Monday – Friday	1530 - 2000
Saturday	0700 - 1800
Sunday	0900 - 1800

NOTE: These times are based on departing from our warehouse and arriving to our warehouse:

- 3.2.3. If the delivery or collection falls outside of the specified times mentioned above or on a public holiday, an additional fee may be applicable.
- 3.2.4. If there are multiple delivery points, we must be made aware at the time of requesting your quote, or as soon as possible. Note: an additional fee may be applicable.
- 3.3. You must:

3.3.1. provide us with an accurate description of the delivery site or provide a floor plan of the Site upon requesting a quote. You agree and acknowledge that we will not be held liable for any Hire Items that are delivered to, or left at, the wrong location;

NOTE: Delivery and collection should be within 20 meters from the unloading point and free from obstacles such as stairs, slopes, unsuitable terrain like mud, sand, rocks, or tight access points etc. Failure to meet these conditions may result in additional fees.

3.3.2. provide us with any floor plans at least 14 days prior to the Event Date

3.3.3. provide all electricity and electrical items required for the Hire Items. You agree and acknowledge that we will not be held liable for any electrical issues or malfunctions; and

3.3.4. ensure that the Hire Items are kept in a safe environment and only used for the intended hire purpose. Hire Items are not to be used for Event set up or dismantling any equipment;

3.3.5. ensure that when it is time for us to collect the Hire Items from the Site, they are all located in one place for ease of collection, unless otherwise agreed to in writing prior. Where this does not occur, further charges will apply.

3.4. Any request to cancel or change the Hire Items must be submitted to us via email and acknowledged by us. We reserve the right to accept or reject any such requests at our full discretion.

3.4.1. In the event of any modifications to the hire agreement for the items and/or services, an administrative fee may be applied. This fee compensates for the additional administrative efforts required and mitigates potential loss of revenue arising from the adjustments.

3.5. The Hire Items will, at all times, remain our property. You have no legal or equitable interest in the Hire Items or any part thereof. Your possession of the Hire Items (upon delivery) will be as a Bailee for the entire period including and between the Delivery Date and the Collection Date ("**Period of Hire**").

3.6. Upon delivery, the Hire Items must be inspected by you to determine whether the Hire Items delivered are complete in accordance with this Agreement and are in good order and working condition. You will on completion of the inspection be deemed to have satisfied yourself that the Hire Items are suitable, fit and merchantable and capable of meeting all the requirements of the Hire Items.

3.7. Any shortages or malfunctioning of the Hire Items must be notified by you to us, in writing with images as necessary, immediately following your discovery.

3.8. During the Period of Hire, and for any period of time you are in possession of the Hire Items, you are a bailee of the Hire Items. In addition to all duties imposed at law upon bailees, it is an essential term of this Agreement that you will:

- 3.8.1. At all times exercise all reasonable care and diligence in the use of the Hire Items in accordance with Manufacturer's or Owner's specifications;
 - 3.8.2. Where you have responsibility to return the Hire Items, you must return them in a clean state and in good order and working condition to us at our address for delivery on or prior to the expiration of the Period of Hire;
 - 3.8.3. Where we are to collect the Hire Items at the expiration of the Period of Hire, you must make them available for collection in a clean state and in good order and working condition at the Site on the Collection Date;
 - 3.8.4. Not tamper or in any way interfere with, or repair or attempt to repair the Hire Items and in respect to all hired items, ensure that they are not burned or damaged by wax and/or other substances and that they are clean with all food and flower products removed prior to return and never store items in bin liners;
 - 3.8.5. Not, without our written consent provided prior to the Delivery Date, adhere anything to any Hire Item including but not limited to: vinyl, glue, tape, staples, stickers. If prior written consent is provided, you must return the Hire Items to the condition they were in when delivered/collected;
 - 3.8.6. Be responsible for all accidental damage to the Hire Items, save and except where, in our reasonable opinion, such damage is caused by us;
 - 3.8.7. Be responsible for all loss or damage to the Hire Items including damage or loss to any cartons, boxes and packaging, the presence of any candle wax or any other damage, except for damage which has been caused by reasonable wear and tear;
 - 3.8.8. At no time during the Period of Hire part with possession of the Hire Items or in any way deal with them in a manner inconsistent with our rights as owner;
 - 3.8.9. Ensure that the Hire Items are secure at all times and where being stored in unlocked premises, supply such security measures to ensure that the Hire Items are secure at all times;
 - 3.8.10. Keep the Hire Items safe at all times during the Period of Hire;
 - 3.8.11. Not remove or deface any label, Manufacturer's serial numbers or other marks identifying the Hire Items and/or our ownership of the Hire Items; and
 - 3.8.12. Not permit any person to improperly use the Hire Items.
- 3.9. In the event that the Hire Items or any part of them are lost, stolen or damaged during the Period of Hire in circumstances where you bear responsibility under this Agreement, you will be liable to us and will indemnify us for the cost and expenses of the replacement of such lost or stolen Hire Items and/or for the replacement of Hire Items which, in our sole determination, are damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged Hire Items. For the avoidance of doubt, candle wax on any Hire Items constitutes damage.

- 3.10. In the event that you fail or refuse for any reason whatsoever to return or make available for collection the Hire Items to us at the expiration of the Period of Hire, then you will be in breach of an essential term of this Agreement and without prejudice to any other rights which we may have, either pursuant to this Agreement or at law, you will be liable to pay us on a Day-Rate basis for the hiring of the Hire Items for such further period or as otherwise notified by us.
- 3.11. For the purposes of clause 3.10 above, such further period of time will commence at the expiration of the Period of Hire and conclude at the earliest to occur of, the date when the Hire Items are returned to us in good working order and condition or the date when we receive from you the full monetary compensation for the loss or damage to the Hire Items. The loss or damage to the Hire Items will be the replacement cost of the Hire Items at that time or, where the Hire Items cannot be replaced, the cost of new substitute Hire Items that can substantially be used for the same purpose as the lost damaged or destroyed Hire Items. In addition, you fully indemnify us for any other liability, loss or cost that we might sustain as a consequence of us being unable to meet any other contractual obligation to supply those Hire Items (or any other item thereof).
- 3.12. You acknowledge that you will be hiring items that will be used by other clients prior to your event date. Where an item is hired prior, and the item becomes damaged or lost, and cannot be repaired to the standard satisfactory to you before your event date, we cannot be held liable or responsible for our inability to provide that item. We will notify you as soon as possible and offer an alternative, if possible. In the absence of an alternative item being offered, we will give you a refund of the amount paid for the hire item. We must be allowed suitable time to rectify any issues with an item before issuing of a refund.

4. SERVICES

- 4.1. Where we provide Services for you at the Site, each of the following are Essential Terms of this Agreement, which you must comply with. You must:
 - 4.1.1. Ensure that we are able to access the Site at all times specified by us and at all other reasonable times so as to enable us to provide the Services; and
 - 4.1.2. Do all such things as are necessary to discharge your obligations under all applicable Workplace Health and Safety legislation, regulations and codes of practice so as to ensure that the Site and the Hire Items as installed are safe and free from defects and dangerous conditions;
- 4.2. You acknowledge that we may in providing the Services be dependent upon other contractors preparing the Site for the Hire Items or their installation. We will not be liable for any delay in installing the Hire Items or for providing the Services where such delay is a consequence of any act or omission.
- 4.3. It is the exclusive responsibility of you to ensure that all required facilities are available and are in place, are safe and in good working order.
- 4.4. Services required on a public holiday or outside the ordinary hours listed in section 3.2.2 may incur an additional surcharge.

5. DEFAULT EVENTS

- 5.1. You will be in default if:
 - 5.1.1. You breach any of your obligations under this Agreement and fail to remedy such breach within **seven (07) days** of being requested by us to do so;
 - 5.1.2. You breach any essential term of this Agreement;
 - 5.1.3. Where you are a corporation that is insolvent, is wound-up or goes into Liquidation or has an Administrator appointed to you or has a Receiver appointed over any of your assets;
 - 5.1.4. Where you are a natural person, you become insolvent or make an assignment for the benefit of your creditors or commit an act of bankruptcy under the *Bankruptcy Act 1966* (Cth) or are declared.
- 5.2. On the happening of a default event we may, without prejudice to any of our other rights either under this Agreement or at law and without previous notice to you, enter any Site where we believe the Hire Items to be located and re-possess them and you hereby agree not to make any claim or bring any action against us as a result of the re-possession of the Hire Items.
- 5.3. You agree to indemnify us and keep us indemnified against any loss or liability expense or cost which might be incurred by us in entering upon the Site and taking possession of the Hire Items or any item thereof. Such indemnity covers any liability to any third party for trespass or for damage to the Site occasioned through the entry upon the Site, the re-possession of the Hire Items or their removal from the area.

6. WARRANTIES

- 6.1. We warrant to you that the Hire Items will be provided using reasonable care and skill, however, subject to any condition, warranty or right implied or imposed by the Competition and Consumer Act 2010 (Cth) (CCA) or any other law which cannot by law be excluded by agreement, or any express provision in this Agreement, we give no warranties regarding any Hire Items supplied and all other implied or imposed conditions, warranties and rights are excluded. Where any condition, warranty or right is implied or imposed by law and cannot be excluded, we limit our liability for breach of that implied or imposed condition, warranty or right to the fullest extent permitted by law.
- 6.2. Subject to the qualifications in section 64A of Schedule 2 of the CCA or any other law, our liability for any breach of any implied or imposed condition, warranty or right in connection with the Hire Items is limited to one or more of the following (at the election of us):
 - 6.2.1. The supply to you of substituted equivalent Hire Items; or
 - 6.2.2. The payment of the costs of supplying to you substituted equivalent Hire Items; or
 - 6.2.3. The repayment to you of the goods.

7. LIMITATION OF LIABILITY

- 7.1. Our liability is limited as follows:
 - 7.1.1. We are not liable to you for any loss or damage which you might sustain as a consequence of you ordering the wrong Hire Items or insufficient quantities of the Hire Items or where the Hire Items are hired for a purpose which is outside of the Hire Items' function.
 - 7.1.2. We will have no liability where the Site is not prepared for the delivery and installation of the Hire Items on the Event Date. Preparation of the Site includes ensuring clear access for truck delivery, removal of low-bearing branches or sticks that may cause damage to vehicles, avoidance of tight access points, and ensuring roads or tracks are suitable for heavy vehicles. Directions provided by the client must also facilitate safe and unobstructed access to the Site.
 - 7.1.3. We will have no liability for property damage arising from failure to secure adequate access and recovery conditions for vehicles involved in the delivery, setup, recovery and collection of the Hire Items.
 - 7.1.4. Staff will be compensated for any time spent on the property beyond the scope outlined in the invoice/agreement due to failure to comply with these access and site preparation requirements. This additional time will be charged to the client to cover the unplanned extension of staff hours.
 - 7.1.5. Client Responsibility for Vehicle Damages: The client shall be responsible for all costs associated with repairing any damage to vehicles, or for any required services, that arise as a direct result of incorrect or inaccurate information provided by the client regarding site access, conditions, or specifications. This includes, but is not limited to, damages incurred from inadequate access routes, unsuitable terrain, or misrepresentation of site conditions that impede safe and effective delivery, installation, or retrieval of Hire Items
- 7.2. To the extent that the Australian Consumer Law allows, we provide the Services on an "as is" and "as available" basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.
- 7.3. Subject to clause 7.2 above, we accept no responsibility and are not liable for any direct or indirect, special loss or damage or injury to any person, corporation or other entity in connection with this Agreement or the Services, howsoever caused save for the event we have contributed to such loss or damage or injury.
- 7.4. We will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

7.5. To the maximum extent permitted by law, you will indemnify us against any liability arising from or in connection with:

- a. Any act or omission by you;
- b. Any breach of these terms; and
- c. Any third party claim against us;

arising from or in conjunction with this Agreement, but this indemnity will be reduced proportionately to the extent the liability was caused by our negligence.

8. CANCELLATION AND POSTPONEMENTS

8.1. You may cancel this agreement at any time, by notifying us in writing and by doing so, you forfeit the non-refundable Booking Fee.

8.2. Where you wish to cancel, the following applies:

Notice Given	Cancellation Schedule
Prior to six (6) months	Booking Fee forfeited
Less than six (6) months and before four (4) weeks	Booking Fee and 25 % of the remaining Fee is forfeited/due. (i.e. 50% of the total invoice)
Less than four (4) weeks	100% of total Package Price (invoice price) is forfeited/due

8.3. We will use our best endeavors to meet your requests for a postponement of date however it must be a date that is mutually agreeable. In the event of a postponement, the following will apply:

Notice Given	Postponement Schedule
Prior to six (6) months	Booking Fee will be transferred with an additional administration fee.
Less than six (6) months and before four (4) weeks	Booking Fee will be credited to new date but a further Booking Fee and an additional administration fee will apply.
Less than four (4) weeks	No postponement allowed.

8.4. Notwithstanding the above, you are only able to postpone your Booking on one (1) occasion and the new date must be within twelve (12) months of the original Booking Date. If a date is required beyond this, further fees may apply.

8.5. You must have an inclement weather plan which allows for an indoor option. Refunds will not be given in the event that inclement weather impacts your event, unless such weather

event falls within the definition given in Clause 9. In those instances, the remedy in Clause 9 will apply. Where you wish to cancel or postpone your Event Date due to weather, these will be treated in accordance with our cancellation and postponement policies above.

- 8.6. We may terminate the Agreement between the parties where you are in breach of the Terms, including but not limited to the non-payment of the Invoices. Where we terminate the Agreement for a breach, you will be responsible for all fees and disbursements incurred or accrued prior to termination.

9. FORCE MAJEURE

- 9.1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by vendors (known as ‘**force majeure circumstances**’).
- 9.2. If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement has become impossible, we will contact you as soon as reasonably possible to notify you. The provision of the Hire Items will be suspended and the time for performance of our obligations under the Agreement will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of our control occurs, but the circumstances still make the booking possible (notwithstanding any inconvenience or hardship).
- 9.3. If you cancel the Hire Items or wish to vary the Agreement because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, any fees and charges that are deemed *non-refundable* remain so and we are only obliged to use our reasonable endeavours to provide an alternative date.
- 9.4. In genuine force majeure circumstances, we will endeavour to arrange a new time and date for the provision of the Hire Items after the event outside of our control is over. Parties must use all reasonable endeavours to mutually agree on a new date, but if the parties are unable to agree on an alternative date, we will treat the Agreement as being terminated by you at will and all monies paid to date, including the Booking Fee, will be forfeited. In force majeure circumstances, where an alternative date can be mutually agreed, we will credit, where possible, any amount paid already for that new date.
- 9.5. If you choose to have your Hire Items allocated again and an event beyond our control is reasonably foreseeable, then the Agreement is varied at your own risk and we will not be liable for any loss suffered as a result of the failure of your second allocation not being required. We are under no obligation to provide a further date as a result of any cancellation or postponement.

10. GST

If, and to the extent, any supply of the Goods under the Agreement is a taxable supply within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), the price for the Goods will be increased to include GST payable by the Supplier in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.

11. NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP

11.1. This is a hiring agreement only and does not constitute or give rise to any sale of the Hire Items to you, any hire purchase agreement or arrangement with you or any leasing agreement that contains an option to purchase the Hire Items. The relationship between us and you is limited to a relationship of owner and bailee in respect of the Hire Items.

11.2. You acknowledge that we are the sole exclusive owner of the Hire Items.

11.3. Nothing in this Agreement confers any right or option on you to purchase the Hire Items or any part of them.

12. PRIVACY

By engaging us to provide the Hire Items, you acknowledge that you have read our Privacy Policy, which can be found on our website.

13. JURISDICTION

This Agreement and any dispute relating to the same are governed exclusively by the laws of **Queensland**. Any legal proceedings relating to them can only be taken in courts with jurisdiction in **Queensland**.

14. SEVERABILITY AND WAIVER

14.1. If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not. This does not apply if the severance of a provision of this Agreement in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Agreement.

14.2. Our failure to exercise or enforce any one or more of our rights under this Agreement will not constitute a waiver of such rights unless such waiver is granted to you in writing.

15. EXECUTION BY PARTIES

This Agreement must be executed by each authorised person named (unless the parties are an incorporated entity). In instances where it is signed by one authorised person, that authorised person acknowledges and warrants that they have the authorisation to execute accept the Agreement on behalf of the other authorised person. In doing so, they also warrant that the other person has read and understood this Agreement prior to providing permission to accept.