

Equipment Hire Terms and Conditions

1. INSPECTION

The Hirer should inspect the equipment prior to taking possession of the equipment and:-

1.1 Will expect to receive the equipment clean, in good repair and in safe working order; and

1.2 Is aware of the proper use for which the equipment is designed and is satisfied that it is suitable for the purpose required.

2. USE OF EQUIPMENT The Hirer agrees that the equipment is to be used:-

2.1 In a proper manner;

2.2 For the purpose and within the capacity for which it was designed; and

2.3 At the address provided by the Hirer 2.4 in the presence of the Hirer. **3.**

PERIOD OF HIRE The period of Hire shall commence from:

3.1 The time when the equipment is delivered to the Hirer and shall terminate at the time the equipment is returned to the Owner. 3.2 The Hirer will not be relieved of their liability for the equipment until it is collected by the Owner. **4. RETURN OF EQUIPMENT AND TERMINATION** The Hirer agrees to return this equipment at a time agreed by the owner. **5. HIRE CHARGES** The Hirer will pay the hire charges at the rate and in the manner specified during the hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer. **6. LATE RETURN** If the equipment is not ready for collection at the end of the hire period, the Hirer will be charged an additional rate per additional hour the equipment remains unavailable for collection, or part thereof.

7. DELIVERY, INSTALLATION AND COLLECTION The equipment will be set up ready for use upon delivery and should not be dismantled by any person other than the owner without the owners' express permission. **8.**

EQUIPMENT MAINTENANCE The Hirer agrees to:-

8.1 Keep and maintain the equipment in a clean condition and good repair and working order;

8.2 Pay for the repair or replacement caused by damage to the equipment or accessories during the hire period; and

8.3 Grant the Owner access to the equipment for inspection at any reasonable time without the Owner giving prior notice.

9. EQUIPMENT FAILURE If equipment becomes unsafe the Hirer agrees to immediately discontinue use of equipment and to notify the Owner immediately. The Hirer will on no account attempt to repair the equipment without the consent of the Owner. **10. ACCIDENT** The Hirer will immediately notify the Owner of any accident involving its equipment. **11. CLEANING AND REPAIR** If the equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment, restoring it to good repair and working order, or replacement of equipment which cannot reasonably be repaired. **12. LOSS** The Hirer will be liable for the cost of replacement of equipment lost or stolen while in its possession. The Hirer agrees to advise the Owner immediately of the loss, theft or damage. **13. COLLECTION COSTS** The Hirer agrees to pay all reasonable costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period. **14. SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENTS** The Owner may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer may not sublease or loan the equipment without the Owner's written permission and any purported assignment shall be void. **15. INDEMNITY** The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising from the delivery, servicing, storage, possession, use or failure of the equipment during the hire period whether or not due to the negligence of the Owner, its employee or agent or any other person and agrees to indemnify the Owner with respect to these claims.

The Hirer will not allow any lien to be created over the equipment nor sell, transfer, mortgage or charge the equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons. **16. GOVERNING LAW** The law relating to this agreement shall be the law of the State of Queensland. **17. DEFINITIONS** In this agreement the following expressions shall have the following meanings:-

17.1 The "Owner" and the "Company" is Miss Lolly's Candy Cart, Australia.

17.2 The "Hirer" is the person, business or corporation hiring equipment from the Owner;

17.3 The "Equipment" and the "Hired Goods" means all equipment, cart,

canopy, tools, accessories and parts supplied to the Hirer. **18.**

CALCULATION OF CHARGES 18.1 Charges are based on the total time in which the goods are at the premises of the Hirer;

18.2 One day's hire is twenty four hours (24) for the traditional cart & four (4) hours for the mini cart.