

TERMS AND CONDITIONS OF HIRE

Definitions

“Icewall One” or “we” or “our” means Anthea Wallhead trading as Icewall One, ABN 11510237051, the owner and supplier of the Equipment.

“the Hirer” or “you” means the person hiring equipment from Icewall One, including any employees, agents and authorised representatives (as applicable).

“Equipment” means each item hired by the Hirer and described in Clause 1 of these Terms and Conditions.

These terms apply to the hire of equipment by us to you. When you place an order for Equipment with us, you are deemed to have accepted these Terms and Conditions. Icewall One reserves the right to amend the terms and conditions from time to time.

1. Equipment for hire

- Eight fibreglass panels and one top hatch to form a complete Display Igloo
- or four fibreglass panels and no top hatch to form half a Display Igloo.
- Assembly Bolts and Nuts, 1 spanner and 1 screwdriver.
- Packing covers for panels and top hatch.
- A set of up to 36 carpet tiles (optional).

See Page Five for Display Igloo Hiring Agreement

2. Equipment hire fees

- a. Unless otherwise agreed, you must pay the full hire fee detailed below by Visa or Mastercard credit card on receipt of our invoice, prior to pickup of equipment.
- b. You authorise us to keep your credit card details on file unless otherwise requested in writing.
- c. The agreed hiring charge will accrue in full even if the Equipment is only in your possession for part of the agreed time period.
- d. Hire fees:

For a half Igloo:	per three days \$87 inc. GST
	per seven days \$172 inc GST
	per each extra day \$27 inc GST
Carpet tiles (18)	\$10 inc. GST

For a complete Igloo:	per three days \$165 inc. GST
	per seven days \$344 inc GST
	per each extra day \$54 inc GST
Carpet tiles (36)	\$20 inc. GST

3. Collection and return of equipment in clean condition

- a. The Hirer will be responsible for:
 - i. Collecting the equipment from **240 Watsons Road, Kettering Tasmania 7155**, returning it to the hirer by the end of the period in the same condition as it was in when collected (fair wear and tear excepted) and cleaned to the same condition as it was collected.
 - ii. If the equipment is not returned in the same cleaned condition as it was when collected, then the Hirer must pay the costs of cleaning equipment to that standard. For the avoidance of doubt, such costs may include labour.

4. Late return

- a. If Equipment is not returned to us at the expiration of the hire period, you will be required to pay an additional charge of \$29 for every additional day or part thereof until that equipment is returned to us.

5. Failure to return Equipment

- a. You must pay the full replacement cost of any items not returned, broken or damaged beyond repair.

6. Breach of terms and conditions

- a. You must pay us any expense incurred or loss suffered by us as a result of breach by you of these Terms and Conditions including without limitation, legal costs on a solicitor-client basis and all costs incurred by us, our legal advisers and other agents (including collection agents) in enforcing our rights under these Terms and Conditions and in respect of anything instituted or being considered against you whether for debt, possession of any Equipment or otherwise.
- b. Charges for loss, damage, repairs or other expenses are to be paid within 7 days of the relevant invoice. You authorise us to debit your credit card with the amount shown on the relevant invoice if you have not paid an amount within [7] days of the relevant invoice.

7. Hirer's Obligations

- a. In addition to any other obligations imposed by these Terms and Conditions, you will:
 - i. use Equipment in a proper, safe and skilful manner only for the purposes and the capacity in which it was designed
 - ii. store Equipment safely and securely
 - iii. clean Equipment thoroughly and properly, with due care prior to returning Equipment to Icewall One.

8. Loss or damage to Equipment

- a. You will immediately notify Icewall One if Equipment is lost, damaged, stolen involved in any accidents or breaks down.
- b. In the event that Equipment becomes unsafe to use you will:
 - i. immediately stop using Equipment
 - ii. take all necessary steps to prevent injuries from occurring to any person or property as a result of the condition of Equipment
 - iii. not repair or attempt to repair Equipment without our prior written consent.
- c. Our count and/or decision as to the condition of Equipment prior to dispatch and on return is final.
- d. Any item left in the possession or control of Icewall One becomes the property of Icewall One if after 14 days after the Hirer has been notified, the Hirer does not collect such item(s).
- e. Fees are payable by you for any loss or damage to Equipment in accordance with these Terms and Conditions.

9. Title and Risk

- a. You expressly agree as a condition of us hiring the Equipment to you that we remain the owner of the Equipment at all times. You do not acquire interest in the Equipment at any time.

- b. Risk of damage to, or loss of, Equipment passes to you at the time of pick up. We are not liable to you for any loss or damage or deterioration of the goods after pick up.
- c. These Terms and Conditions create a security interest in favour of us in the Equipment pursuant to the Personal Property and Securities Act 2009 (Cth).
- d. You acknowledge that our rights and interest in proceeds derived from the Equipment constitute a security interest in such proceeds.
- e. You must undertake any action and provide such information as we require, to enable us to perfect any security interest created or provided for by these Terms as a perfected security interest with a first priority.

10. Your obligations

- a. You must determine the condition and suitability of Equipment for the purpose required. We make no representations or warranties as to the condition, suitability or fitness for purpose of Equipment.
- b. On receipt of Equipment, you must immediately inspect the Equipment and satisfy yourself as to its suitability and fitness for purpose to which you require the Equipment. In accepting the Equipment, you acknowledge that you have duly examined the Equipment and satisfied yourself as required.
- c. You must follow any instructions (written or verbal) and/or demonstrations on the correct use, including erection and dismantling of Equipment. We assume no liability for your failure to follow instructions.
- d. You must not sublet charge, mortgage, pledge, lend or otherwise part with possession of Equipment or any part of Equipment.

11. Cancellation

- a. You cannot cancel any order unless we first agree in writing. We will not agree to any cancellation or return unless you indemnify us for any loss or damage we suffer or incur as a result of the cancellation or return.
- b. We retain the right to cancel or terminate any order at any time and for any purpose.
- c. If you place an order and fail to pick up Equipment on the day specified for pick-up, your order will be considered cancelled and you will be liable for the full hire fee and any reasonable cancellation fee we fix.
- d. You have no claim against us and we are not liable to you for any loss, liability, cost or expense which you may incur as a result of a cancellation under this clause.
- e. Upon any cancellation or termination of an order, we are entitled to take possession of Equipment. If this occurs, you irrevocably authorise us to enter any land or premises owned by you or under your control for the purpose of taking possession of Equipment. You must indemnify us for any loss, claims, damages or expenses arising out of any action taken by the us under this condition.

12. Liability and indemnity

- a. Subject to any rights which cannot be excluded by law (Non-Excludable Rights), all warranties, conditions, liabilities or representations (whether express, implied, statutory or otherwise) as to the quality or fitness of the goods for hire or sale, or as to the accuracy of information, advice or other services concerning the goods, are expressly excluded.
- b. Except by legislation where liability may not be limited, our liability for breach of terms which cannot be excluded is limited to (at our option) replacement or repair or supply of equivalent Equipment.
- c. You indemnify and keep indemnified us and our employees, agents and contractors from and against any liability, loss, damage, cost or expense suffered or incurred by us as a result of any of the following:

- i. any breach of these Terms and Conditions by you
 - ii. the use of goods by the Hirer or a third party
 - iii. a person signing for or receiving goods from Icewall One not being an employee, agent or other authorised representative of the Hirer
 - iv. any loss or damage to property or death or injury to any person of whatsoever nature or kind and howsoever or wheresoever sustained, caused or contributed to by any act or omission by you.
- d. We are not liable for any special, indirect or consequential loss under or in connection with these Terms and Conditions (whether arising under contract, tort (including negligence) or otherwise).

13. Insurance

- a. You will maintain at your own cost and expense relevant policies of insurance in the amounts necessary, but for no less than the full new replacement cost of Equipment.

14. Force majeure

- a. We are not liable for failure to comply with this document if the failure (directly or indirectly) arises out of any circumstances which are not within our reasonable control, including but not limited to strikes; lock-outs; accidents; war; fire; flood; explosion; shortage of power; breakdowns of plant or machinery; act of God; and any order or direction of any local, State or Federal Government, Government authority or instrumentality (within the Commonwealth of Australia or elsewhere).

15. Waiver

- a. Even if we do not insist on strict performance of this document, we are not taken to have waived our right to later require strict performance. Even if we provide an express waiver, this is not to be taken as a waiver of a subsequent breach of a term or condition.

16. Multiple Parties

- a. If the Hirer is made up of more than one person, or a term is used in this document to refer to more than one party:
 - i. an obligation of those persons is joint and several;
 - ii. a right of those persons is held by each of them severally; and
 - iii. any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

17. Severability

- a. If any of these terms and conditions are invalid or unenforceable in any jurisdiction, they are to be read down so as to be valid and enforceable. If the provision cannot be read down, it is severed to the extent of the invalidity or unenforceability. The rest of the provisions, and the validity or enforceability of the affected provision in any other jurisdiction, will not be affected.

18. Governing law and jurisdiction

- a. These terms and conditions are governed by the law in force in the State of Tasmania, Australia.

Display Igloo Hiring Agreement

I,.....
Name

of.....,
Address

have read and agreed with these Terms and Conditions.

Hiring Period:(days/weeks) commencing on (Date)..... and ending
on (Date).....

Signature..... Date.....