



# EXHIBITIONS

Your Ideas | Built Locally.



#### **Terms and Conditions of Hire**

##### **"Owner"**

Shall mean Doona Pty Ltd trading as NQ Exhibitions (A.B.N. 46 115 955 970) and their employees and agents as the context permits.

##### **"Hirer"**

Shall mean the person, firm or corporation hiring equipment from the owner and whose details are set out on the attached Order Form. Hirer shall include any agent of the person firm or corporation who executes the Order Form on behalf of the Hirer.

##### **"Equipment"**

Shall mean all equipment, accessories and parts supplied to the Hirer.

#### **Damage or Loss of Equipment**

The Hirer shall be responsible for any loss or damage to the equipment from any cause other than damages reasonably attributed to reasonable wear and tear. Upon completion of the period of hire, the cost of replacement or repair of the equipment must be paid forthwith by the Hirer. All insurance on the hired equipment is the responsibility of the Hirer solely. The Owner does not affect any insurance whatsoever on the equipment hired.

#### **Damage Waiver**

The Damage Waiver is automatically included on the Hire Docket. The Damage Waiver charge is 9% of the total value of the hire (excluding GST). The Damage Waiver only covers those items / occasions listed on the attached form. The Damage Waiver is applicable to a maximum repair / replacement value of \$300 per hire

The Damage Waiver does not cover:

- a) Damage or breakage caused by the misuse of hire item.
- b) Damage or breakage caused by use of the hire item other than for its intended use
- c) Theft of the hire item
- d) Damage or breakage to the hire item caused by fire, storm or accident
- e) Damage or breakage to the hire item caused by neglect or vandalism
- f) Cleaning charges
- g) Lost or missing items

Please note that in the event of damage or breakage to a hire item, the damage waiver only applies if the hire item in question is returned to NQ Exhibitions. The customer is responsible for all hire equipment whilst it is in their care - from acceptance on site until the collection by NQ Exhibitions or its representative.

#### **Damage to Property or Person**

The Hirer shall be responsible for any loss, injury or damage to any property or person caused by the equipment howsoever such injury or damage may arise or be caused during the period of the hire and the Hirer shall indemnify and keep indemnified the Owner in respect of all claims, actions, suits and demands for damages, expenses and costs in relation thereto.

#### **Usage of Equipment**

The Hirer shall at all times use the goods in a proper manner and shall at his own expense clean and maintain the goods in good and substantial repair and condition during the hire period - reasonable wear and tear excepted. No warranty or representation is given by the Owner in respect of the equipment's suitability for the Hirer's particular purpose.

#### **Breakdown / Failure**

In the event of a breakdown or failure to the equipment, the Hirer shall notify the Owner by phone and in writing forthwith and on no account repair or attempt to repair the equipment without the prior written consent of the Owner. In the event that such breakdown or failure is caused by reasonable wear and tear and not by the Hirer's negligence or misuse then the period of hire shall be determined upon receipt of such written notice by the Owner. So far as allowed by law, in no event shall the Owner be responsible for any expenditure damages and/or loss incurred by the Hirer arising out of any breakdown or failure of the equipment whether caused by fair wear and tear, negligence on the part of the Owner or any other reason whatsoever.

#### **Termination By The Owner**

The Owner at its discretion may notwithstanding the specified period of hire and notwithstanding any waiver of any previous default by the Hirer forthwith terminate the Agreement with or without notice to the Hirer and repossess the equipment in any of the following events: If the Hirer shall fail to pay any hire fees, or costs or charges due to the Owner under these or any other Conditions applying to the Hire. If the Hirer shall do or permit any act or thing which in the Opinion of the Owner is or may prejudice the Owner's interest in the equipment. If the Hirer should become or be made insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a Hirer being a limited company, should any order be made or resolution passed for the winding up of such company or an Administrator, Receiver or Manager be appointed. If the Hirer commits any breach of any term, condition or warranty under this Agreement.

#### **Binding Conditions**

The Hirer shall be bound by these conditions whether signed by him or not. No variation of these terms shall be effective unless in writing from the Owner.

#### **Authority of the Hirer**

The person signing this document for and on behalf of the Hirer hereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person so signing this agreement failing to have such power and / or authority.

#### **Possession of Goods**

The Hirer shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the said goods but will keep the goods in his own possession and will not remove the same or any of them from the place of hire mentioned on the attached Order Form without the consent of the Owner in writing.

#### **Inspection of Goods**

The Hirer shall allow the Owner access at any time during normal business hours to inspect the goods and to enter into and upon any premises where the goods are or are presumed to be for any purpose incidental to or arising out of this agreement.

**Termination of this Agreement**

Upon termination of this agreement for any reason whatsoever the Hirer consents to and authorises the Owner to enter into or upon any premises where the goods may be without prejudice to the rights of the Owner to recover from the Hirer any monies due hereunder or any damages for breach hereof and the Hirer indemnifies the Owner in respect of any claims, damages or expenses arising out of any action taken under this Clause. The Hirer hereby agrees that service upon the Hirer by the Owner of all and any documents arising out of the hire including letters of demand, court proceedings and processes and statements of claim and the like, may be made by posting same by pre-paid ordinary post to the address of the Hirer provided to the Owner at the time of hire.

**Debiting of Fees, Costs and Charges**

The Hirer hereby acknowledges and pre-authorises the Owner to debit from the Hirer's Credit/Debit Card the total cost of any hire fees, damages, costs or charges and any other payment due and payable to the Owner under this Agreement. The Hirer holds blameless and indemnifies the Owner against any action commenced by the Hirer's Bank or Credit Provider in respect of the debit of any monies under this clause.

**Cancellation**

All equipment or orders cancelled after delivery or during Exhibitor bump-in / set-up will be charged at 100% of the hire rate plus full delivery and other charges.

**Availability**

Orders for all equipment are subject to stock availability.

**Pricing & Charges**

Pricing and charges are subject to change without notice, however once an order has been confirmed and payment received in full, pricing remain firm. All pricing quoted is for the duration of the Event (to a maximum of 5 days).

**Late Order Surcharge**

All equipment ordered after the form return deadline, during Exhibitor bump-in and or set-up will incur a \$60.00 late surcharge. Any equipment ordered during Exhibitor bump-in or set-up must be paid in full prior to delivery (including late fee).

**Delivery & Pick Up**

All equipment will be delivered the day of or day prior to opening. Equipment must be available for collection immediately following closure of the event. No equipment will be delivered until payment in full has been received.

**Transport**

All transport of equipment to and from venue of the exhibition must be carried out by the Owner at the Hirer's expense.

**Hirer's Goods**

The Owner does not accept any responsibility for property left on or in hire equipment following closure of the Exhibition. The Hirer shall not assign either the equipment or this agreement or any obligation as to payment hereunder to any person without prior written consent of the Owner which consent may be withheld absolutely and in any event any consent shall not release the Hirer named herein from personal liability

**Force Majeure**

If the Owner is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) the Owner may give written notice to that effect to the Hirer, giving full particulars of such force majeure in which case the obligations of the Owner under these terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The Owner shall not be liable for any loss or damage suffered by the Hirer as a result of any delays caused by such force majeure events.

This quotation/invoice is valid for 60 days from its written date. Receipt of a signed confirmation within this period will firm prices for the Exhibition as quoted above. It is understood that providing signed confirmation does not bind the invoice to the quoted number of exhibitor displays. Total numbers can remain fluid until twenty one days prior to the build date (subject to availability).

Provision of this quotation/invoice does not in any form represent availability or reservation of equipment contained within. Receipt of the signed Event Confirmation and required payments will ensure the goods and personnel required for this Exhibition are allocated accordingly and that the installation and dismantle runs on time and on budget.

Security and insurance of equipment while on hire for the full period from installation to dismantle is the responsibility of the Hirer.

This quotation/invoice includes supply, construction and dismantle only if stated. Labour is provided during normal working hours Monday - Friday 8am - 5pm. Out of hours and restricted construction and pull down may incur penalty rates and must be negotiated prior to signing of contract.

Labour costs are based on the assumption that the site is level, readily accessible to forklift and trucks and offers no hindrances to the installation or dismantle of exhibition displays. This includes the assumption that Exhibitors will not have access until after hand-over of the build to the Event Organiser.

In accordance with Occupational Health and Safety guidelines and insurance requirements, Exhibitors would not be able to occupy the Exhibition area during the construction of Exhibition Displays.

All our equipment is provided in a manner which conforms to contractual and regulatory requirements under AS/NZS ISO 9002:1994 Interim Quality Assurance Registration No.2385.

**PAYMENT OF INVOICE IS ACCEPTANCE OF TERMS AND CONDITIONS OF HIRE**