

TERMS & CONDITIONS OF HIRE

DEFINITION OF HIRER

All persons whatsoever who use the products hired by the Hirer from the Owner during all times from the time of delivery until the time of collection by the Owner, it being the hire period.

BOND

A completely refundable security bond is to be paid by the hirer to cover damage, breakage, fault, disfiguration, vandalism or any other negligent act.

The hirer acknowledges that the whole or part of the Bond may be forfeited in the event of negligent damage, breakage, fault, disfiguration, vandalism or any other negligent act caused by the hirer.

SET UP COSTS

Included in the hire charge.

DELIVERY & COLLECTION FEES

Cost of Hire includes delivery, collection and travel by the Owner to the delivery location up to 20km from the Melbourne CBD. An additional fee in the sum of \$2 per kilometre is charged if the delivery location is more than 20km from the Melbourne CBD.

COPYRIGHT

The Owner retains all copyright of photographs, including digital files, produced within the terms of the contract. These rights include, but are not limited to, the right to reproduce, publish and communicate the photographs (including reproduction of digital files to websites and social media). The Owner also retains the right to assign or license their copyright to a third party.

EQUIPMENT MAINTENANCE

The Hirer agrees to keep and maintain the equipment in clean and good repair and working order.

INSPECTION

The hirer has inspected the equipment upon delivery and prior to acceptance of its possession and is satisfied that it is in good repair and safe working order.

USE

- The hirer acknowledges the proper use for which the equipment is designed
- The hirer has received appropriate instructions for the usage of the equipment in a safe and proper manner

PERIOD OF HIRE

- Shall commence the later of the date detailed herein or upon delivery of equipment.
- Shall terminate the later of the date detailed herein or upon collection of equipment.
- The hirer unequivocally agrees to return the equipment as agreed upon.
- The hirer authorises the owner to enter upon such address as may be reasonably necessary to recover the equipment.

OWNERS RIGHT

To be given access to the equipment for inspection upon reasonable request made to the Hirer.

The Owner is at all times not to be held liable for any defective food products supplied to the Hirer by the Owner which the Owner had purchased from a registered food outlet prior to it being supplied to the hirer unless, the Hirer reasonably establishes that the Owner knew or reasonably ought to have known that the food product supplied was defective.

EQUIPMENT FAILURE

In the event of equipment malfunction the Hirer agrees to immediately discontinue usage and to contact the Owner as soon as practicable.

Subject to the Hirer not being the cause of the malfunction by negligence or misuse, and that the cause of malfunction is by no other reason other than ordinary wear and tear the owner agrees to

- Repair the equipment or provide replacement equipment within a reasonable time or
- Adjust the rental charge which shall take into account the cost of the ingredients, mix or other products acquired to run machinery or
- A combination of the above.
- The owner will not at all times be liable for any economic or pecuniary loss suffered by the hirer.

LIABILITY OF THE HIRER

Upon signing the booking form and/or receiving payment whereby the machinery and equipment being hired comes into your possession, you will incur total liability for any of the following including and not limited to

- Burglary or theft
- Breach of any statutory laws or regulations in connection with the use of machinery by the Hirer
- Misuse, abuse, wilful acts, malicious acts, negligent or reckless use including the overloading of the hired equipment.
- Disregard for instructions given to the Hirer by the Owner regarding the proper use of the hired equipment or in contradiction of the manufacturer instructions if delivered with the hired equipment at the time of hire.
- Unexplained disappearance of the hired equipment.
- Theft of the hired equipment in circumstances where on site security is available but not competently used by the hirer including, but not limited to, locked yards, buildings and sheds or otherwise in circumstances where the equipment is carelessly left unattended

The total cost of repairs and/or replacement of any machinery or equipment will be the liability of the hirer should any loss or damage occur.

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 Owners written permission and any purported assignment shall be void.

INDEMINITY

The hirer agrees to accept full responsibility for all claims in respect to any injury to persons, loss of productivity or loss or damage to property, arising out of 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 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.