

## SPECIAL TERMS AND CONDITIONS

- 1 **CANCELLATIONS:** Any products delivered then cancelled will be charged at the full rates. Goods cancelled less than 5 days prior to exhibition opening, but not installed will be charged at 50% of full rate.
- 2 **DAMAGE WAIVER:** Payment of 7% of the hire charges is compulsory – see clause 9 of the general terms and conditions below. Notwithstanding it is the hirer's responsibility to guard equipment against loss or damage until it is collected by the owner.
- 3 **STOCK AVAILABILITY:** Orders for all goods and items listed are subject to stock availability at the time.
- 4 **PRICES & CHARGES:** Subject to change without notice but will not be changed after receipt of order & confirmation payment. All quoted rates are for the duration of the event (maximum 7 days).
- 5 **LATE ORDER SURCHARGE:** Goods being ordered after deadline date will incur a late fee of \$60.00.
- 6 **ON SITE ORDERS:** Goods being ordered during exhibitor setup will incur a late fee of 20% of sub total.
- 7 **DELIVERY & PICKUP:** All goods will be delivered the day or morning prior to opening and must be available for collection immediately following closure of the event.
- 8 **HIRERS GOODS:** Owner does not accept any responsibility for hirer's goods left in or on hire goods following closure of exhibition.
- 9 **GST:** All hire items are excluding GST and will attract 10% tax.

## GENERAL TERMS AND CONDITIONS

- 1 THE Owner will let on hire to the Hirer for the period and at the rental, the furniture, chattels and effects set out in the Schedule hereto (hereinafter referred to as "the goods").
- 2 THE Hirer shall on the signing hereof pay the full amount of the rental, delivery and damage waiver and the deposit (if applicable) set out on the Order Form.
- 3 THE Hirer must abide by the payment terms set out on the Order Form. Any special agreements made between the Hirer and Owner will be null and void if payment terms are not met.
- 4 THE goods shall be delivered by the Owner at the Hirer's expense to the place of hire on or before the opening date of the event. The Hirer shall, immediately following closure of the event, have the goods available for collection by the Owner at the Hirer's expense.
- 5 IN the event that the goods are not available for collection nor delivered to the Owner on the date of closure, the Hirer shall pay to the Owner the further rent specified in the Catalogue for each additional day of hire until the goods are delivered.
- 6 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 in the Schedule hereto without the consent of the Owner in writing and will not cause or allow any of the said goods to be so affixed to the premises being the place of hire as to become fixtures and will not create or allow to be created any lien upon the goods and will duly and punctually pay all rates, taxes, charges and impositions payable in respect of the premises whereon the goods shall for the time being be situate and produce all the receipts for such payments to the Owner on demand and will protect the goods against distress, execution or seizure and indemnify the Owner against all losses, costs, charges, damages and expenses incurred by him by reason or in respect thereof.
- 7 THE Hirer shall at all times use the goods in a proper manner and shall at his own expense service, clean and maintain the goods in good and substantial repair and condition reasonable wear and tear expected.
- 8 THE Hirer hereby indemnifies the Owner in respect of any loss or damage to property or persons caused by the use, operation or keeping of the goods for any reason whatsoever during the period of hire
- 9 THE Hirer shall pay to the Owner, in addition to the hire charges, an amount equal to 7% of such hire charges, and in consideration of such payment the Owner agrees to waive the liability of the Hirer for accidental damage to the goods.
- 10 THE Hirer shall be responsible for any loss of goods from any cause whatsoever. The replacement cost of such must be paid forthwith by the Hirer to the Owner.
- 11 IN the event of a break-down or failure of the goods the Hirer shall contact the Owner forthwith and on no account shall repair or attempt to repair the goods without the prior consent of the Owner. In no event shall the Owner be responsible for any expenditure and damages and/or loss incurred by the Hirer arising out of any break-down or failure of the equipment whether caused by fair wear and tear, negligence on the part of the Owner or any other person or any other reason whatsoever.
- 12 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.
- 13 THE Owner may notwithstanding the specified period of hire and notwithstanding any waiver of any previous default forthwith terminate this agreement and repossess the goods in any of the following events :
  - (a) if the Hirer fails to pay any hiring charges on or before the due dates,
  - (b) if the Hirer shall do or permit any act or thing to be done whereby the Owner's rights in any of the goods may be prejudiced,
  - (c) if the Hirer shall 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 company should an order be made or a resolution passed for winding up on such company,
  - (d) if the Hirer commits any breach of this agreement.
- 14 UPON termination of this agreement for any reason whatsoever the Owner may 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.