



# HIRE AGREEMENT

## HIRE OF PARTY AND EVENT EQUIPMENT

The following consists of an agreement for the hire of party and event equipment including the terms and conditions of hire and a schedule detailing the actual items hired.

### Schedule

Owner.....Janlin Circuses Pty Ltd Trading as Janlin Big Tent Hire, also trading as SUPERTENTS AUSTRALIA

ABN 29 069 720 225

Event Name & Contact:

Event equipment:

Hire fee (incl GST):

Method of payment:

Hire period: From:

Supply of forklift/s: Exclusive use of forklift for set-up & pack-up

Manuals/risk assessment information issued: All WMS & related paperwork will be on site.

Supply of electricity/camp site/facilities:

Specific conditions of use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All equipment to be received in good order and condition and I have received detailed instructions on the operation of equipment in the Schedule and understand the safety procedures that are to be followed including the restrictions on other persons using and/or working within the area of the equipment.

### WARNING

This schedule has terms and conditions attached which must be read by the hirer before signing.

Signature of authorised person of hirer

Agreement for the Hire of Party and Event Equipment

Agreement made on the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

Between:

Janlin Circuses Pty Ltd, trading as Supertents Australia (owner)

and: \_\_\_\_\_ (hirer)





ABN: 29 069 720 225 Janlin Circuses Pty Ltd

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**Sydney Office- Lindsay Lennon- Ph: 0418 238 881. Mail: 12 Byloss St Chesterhill 2162 Website SuperTents.com.au**  
**Brisbane Office- Robert Halliday- Ph: 0418 509 950. 07 3803 4778 Fax: 07 3803 4778. Mail: 394 Chambers Flat Rd Logan Reserve 4133 Email: Supertents@hotmail.com**



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## Definitions

Owner is the proprietor of the equipment listed in the Schedule to this agreement.

Hirer includes an agent of the hirer and agrees to hire the equipment specified in the Schedule from the owner upon the terms and conditions in this agreement.

Equipment means any item of party and event equipment listed in the Schedule to this agreement including accessories.

## Terms and Conditions

### 1. Hire of equipment

1.1 The hiring of the equipment will commence from the commencement date specified in the Schedule and continue for the term specified in the Schedule.

1.2 The hirer is entitled to use the equipment from the time of completed erection and for the period agreed. Any extension of the period must be agreed to by the owner.

### 2. Payment for rental

2.1 The hirer agrees to pay the owner the hire fee specified in the Schedule for the equipment for the hire period including any applicable GST, stamp duties, levies or freight and other charges relevant to this agreement and the hire.

2.2 The required fees must be paid to the owner as agreed prior to the commencement date of the hire period.

2.3 A cancellation fee may be charged by the owner where equipment has been reserved by booking and the hirer cancels the booking without reasonable notice.

### 3. Damage fee

3.1 The hirer shall be responsible for the cost of repairs or replacement of the equipment due to damage occurring by other suppliers or subcontractors activities and other external forces impacting on owners equipment during the hire period.

3.2 Unexplained disappearances of the equipment; theft of the equipment where proper security is not used by the hirer to secure the equipment.



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### 4. Use and operation

4.1 The equipment shall not be used by anyone other than the hirer without the express permission of the hirer.

4.2 The hirer will ensure that all suppliers/subcontractors operating or erecting their equipment inside or around the tents or seating do so in a safe and proper manner and where required hold a valid Certificate of Competency that cover their operations within that area.

4.3 The hirer agrees that the equipment will only be used for its intended purpose and in accordance with any owners instructions, restrictions and recommendations supplied by the owner or posted on the Structural Engineers Certification and Specifications.

4.4 The hirer agrees to comply with all Occupational Health and Safety laws and regulations relating to the use of the equipment and associated operations.

### 5. Hirer's warranties

5.1 The hirer warrants that:

- (i) The equipment will be used in accordance with the conditions outlined in the Schedule;
- (ii) The particulars in the Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
- (iii) The hirer holds a valid current Local and/or State Government Approval Licence or Permit valid for the event that the equipment is hired for;
- (iv) The equipment will not be used for any illegal purpose;
- (v) The hirer will not, without prior written consent of the owner, tamper with or modify the equipment in any way, or permit another to do so;
- (vi) The hirer agrees that the equipment is fit for the hirer's purpose.

### 6. Indemnity

6.1 To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use of the equipment during the hire period save for any costs suffered by the hirer to the negligence or willful act of the owner.

6.2 Without limiting cause 6.1 of this agreement, the hirer agrees that the full extent permitted by law, no warranties are given by the owner in respect of the equipment.

### 7. Insurance

7.1 The hirer will have current insurance policies in respect of Public Liability for Patrons entering or





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being in contact with the Tent and/or Seating and ensure that all suppliers and subcontractors working in or around Tent and/or Seating have a current Workers Compensation Policy covering their staff.

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### 8. Liability

8.1 The hirer will assume all risks and liabilities for any function inside the Tents and/or on the Seating and hold a separate Public Liability Insurance not withstanding Supertents Public Liability Insurance.

8.2 Third party property damage. The owner has in place a Public Liability Cover of \$20,000,000 with a Goods in Care, Custody & Control cover of \$20,000,000.

8.3 The hirer agrees that the limit of \$20,000,000 for Goods in Care, Custody and Control are the maximum being supplied by the owner and the hirer accepts that any goods of other parties that will be inside or outside of the tent that could be impacted by Owners Equipment will not exceed the amount of \$20,000,000.

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8.4 In the event that the hirer has Goods, meaning equipment for Lighting, Sound, Staging, Musical Instruments, Props and any associated goods whatsoever, that exceed in total the value of \$20,000,000 then the hirer must have a separate Insurance Policy to cover these items and/or absolves the owner of any liability exceeding the Owners Limit of Goods in Care, Custody and Control Liability of \$20,000,000.

\_\_\_\_\_ X

### 9. Disclaimer

9.1 To the extent permitted by law the owner disclaims all liability for any happening that is not caused by the owners equipment.

### 10. Title to equipment

10.1 The hirer acknowledges that the owner retains title to the Owners Equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer agrees that the hirer has no rights to pledge the owner's credit in connection with the equipment.

### 11. Repossession and remedies on default

11.1 The owner may retake possession of the equipment if the hirer breaches any provision of this agreement or does not pay their account in the time agreed, not withstanding anything else herein contained.





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11.3 In the case of repossession due to a breach of this agreement the hirer agrees to grant the owner permission to enter any premises where the equipment listed in the Schedule is situated to disconnect, decommission and/or remove that equipment.

11.4 In addition to the owner's right to retake possession the owner is entitled in its discretion, following any breach of any provision of this agreement by the hirer, to terminate this agreement and/or sue for recovery of any damages or charges or loss suffered by the owner, and/or to cancel any insurances effective in respect of the equipment hired.

**12. Completion of the hire period**

12.1 The hire period is completed when all equipment is bumped out and packed ready for transport from the hire site:

- (i) on or by the date and time outlined in the Schedule, or
- (ii) will be deemed completed on the date agreed by the owner.

**13. Non-merger**

13.1 The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

**14. Severance**

14.1 If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

**15. Governing law**

15.1 This agreement is governed by the laws of the State or Territory where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

**16. Privacy policy**

16.1 The owner will comply with the National Privacy Principles in all dealings with hirers. Information on our Privacy Policy is available on request.





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## 7. Disputes

17.1 Both the owner and the hirer agree that any disputes arising from the hire and use of the equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.

### Executed as an Agreement

#### Owner

For and on behalf of: Janlin Circuses Pty Ltd trading as Janlin Big Tent Hire, also trading as Supertents Australia

Authorised person: \_\_\_\_\_ (printed name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Hirer

I have read and accept the above terms and conditions of hire. In particular I am aware that the hirer is responsible for the proper use of equipment and all lawful regulations pertaining to same.

For and on behalf of: \_\_\_\_\_ (company)

Authorised person: \_\_\_\_\_ (printed name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

