

AMICA EVENT HIRE

HIRE TERMS AND CONDITIONS

(Duty of care)

1. Quotation

Unless otherwise stated in writing Amica Event Hire quotation will be valid for a period of up to seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation and availability of goods and services. Acceptance of the quotation is subject to written confirmation, payment of deposit (non- credit account Customers) purchase order (credit account Customers) and Amica Event Hire Terms & Conditions of Hire signed by an authorised person on behalf of the Customer. On commencement of hire or any deposits paid for the assigned quote or invoice with or without the Customer's written confirmation to such action, it shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire. In summary any payments placed against your assigned quote or invoice or purchase orders raised shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire and creates a binding contract.

2. Deposit

A non-refundable deposit of 30% is required to secure a quote. This ensures resource and product allocation is assigned accordingly.

3. Cancellation and Variation of Orders

- i. Any cancellation fee being 90% of the contract price will apply.
- ii. No variation of an order will result in a reduction of the contract price by more than 10%. Where the Customer seeks to vary an order so that the original contract price would reduce by more than 10%, the Customer agrees to pay 90% of the original contract price regardless of the variation requested, before the goods are dispatched.

4. Use of Equipment

All Equipment supplied on hire is the property of Amica Event Hire and remains so until it is A) Returned to Amica Event Hire. B) The Customer will be responsible for the Equipment until it is returned to Amica Event Hire, and C) shall maintain the Equipment in good condition, reasonable wear and tear excepted. The Customer warrants that the Equipment will be returned in good working order to Amica Event Hire. Amica Event Hire makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on its own behalf.

5. Additional Equipment

If after commencement of hire by Amica Event Hire any specification changes are requested, the cost of such changes will be borne by the Customer.

6. Extended Hire

The Customer must return all Equipment when

it is due back. A continuing hire fee for all Equipment not returned to Amica Event Hire when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to Amica Event Hire. The Customer shall give appropriate notice in writing to Amica Event Hire if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

7. Delivery

Amica Event Hire makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavour will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated Amica Event Hire will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind (including but not limited to by the customer, 3rd party, vehicle breakdown) arising out of late delivery or non-delivery.

Where it has been agreed between Amica Event Hire and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Amica Event Hire will not take any responsibility and or liability in the case of access being permitted and or restricted by the customer and or any 3rd party. Amica Event Hire will act in good faith and make all possible efforts and to remain onsite for a reasonable amount of time to in the interest of being granted access.

Where the Customer has taken delivery at the premises of Amica Event Hire all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of Amica Event Hire by close of business on the last day of hire, then Amica Event Hire must be notified immediately.

8. Delivery Dockets

Amica Event Hire Delivery Dockets shall be conclusive evidence of the quantity and identity of the Equipment delivered and as to the date of delivery. The Customer shall be responsible at their own cost for providing a representative to check the quantity and identity of Equipment delivered and to sign Amica Event Hire Delivery Docket. The Customer acknowledges and agrees that Amica Event Hire shall be able to deliver the Equipment whether or not a representative of the Customer is present at the time of delivery.

9. Site Approval

The Customer shall be responsible for giving any local or other authorities any necessary notice of their intention to erect the Equipment or to have Equipment erected and shall pay all fees in connection therewith. The Customer

shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that Amica Event Hire incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify Amica Event Hire for any such loss, costs or damages.

10. Misuse of Equipment

Amica Event Hire shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the

Equipment by the Customer and the Customer agrees to keep Amica Event Hire indemnified in respect thereof.

11. Security

Amica Event Hire is responsible for the security of the Equipment until such time as it is returned to or collected by Amica Event Hire. In the event of the Equipment being stolen from the job site, the hirer shall notify Amica Event Hire in writing stating the full circumstances of the theft and the time the police were notified. Until Amica Event Hire receives such notification, the hiring charges will continue. The Customer shall also indemnify Amica Event Hire for any such loss of the Equipment at the current replacement cost of the Equipment and must pay that cost to Amica Event Hire on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

12. Access to Site

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

13. Insurance

The Customer shall ensure that all the Equipment is adequately insured under the Customer's All Risks Insurance Policy which shall be available for Amica Event Hire inspection on request. Amica Event Hire will not insure any Equipment. Any insurance policies undertaken are the sole responsibility of the Customer. The Customer bears all risk in relation to the Equipment and its use until the Equipment is safely returned to Amica Event Hire in good condition.

14. Losses and Damages

Amica Event Hire must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies Amica Event Hire in respect of all such loss. The Customer must pay on demand to Amica Event Hire the following amounts; i. If the Equipment is lost, the Customer must pay

to Amica Event Hire the current replacement cost of the Equipment; ii. If the Equipment is damaged, Amica Event Hire must pay for all repairs; iii. If no notice is given to Amica Event Hire of a lost item, it shall be deemed as extended hire until such item is returned and hire fees with continue until notice is given or the Equipment is found.

15. No Liability for Indirect or Consequential Loss

Amica Event Hire shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, whatsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by Amica Event Hire to the Customer are excluded, to the full extent permitted by law. The liability of Amica Event Hire resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

16. Safety

For credit account Customers payment must be received within Amica Event Hire trading terms, namely 30 days from invoice. Failure to meet Amica Event Hire trading terms will result in the supply of further goods to be withheld until such time as the payment is made in full. Amica Event Hire reserves the right to charge interest up to 10% per month on overdue accounts. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice & all credit facilities will be closed.

Any expenses, costs or disbursements incurred by Amica Event Hire in recovering any outstanding Monies including dishonoured cheques, debt collection agency fees and solicitor's costs shall be paid by the Customer. In order to retake possession of the equipment, it shall be lawful for Amica Event Hire to enter into or upon any premises where the same may be and the Customer hereby agrees to indemnify and to keep indemnified Amica Event Hire against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by Amica Event Hire arising from Amica Event Hire entry into or upon any premises in exercise of its rights of repossession.

20. Goods & Services Tax/Stamp Duty

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

21. Damage Waiver

The Customer agrees to pay a damage waiver to Amica Event Hire to cover the costs associated with normal wear and tear to the Equipment. The damage waiver does not apply to or cover any other damage to or loss of Equipment including, without limitation: i. Damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment; ii. Damage or loss due

to disappearance of the Equipment; iii. Damage caused by the use or operation of Equipment in contravention to any of these Terms; iv. Damage to, or, loss of, the Equipment from any unknown cause.

22. Governing Laws and Venue

This Contract will be governed and constructed in accordance with the laws of the state of VIC, the parties submit to the jurisdiction of the Courts of that state for determination of any dispute claim or demand arising out of these Terms & Conditions.

Amica Event Hire adheres to the law of the relevant Occupational Health and Safety Acts of VIC. The Customer is to ensure adequate safety measures are adopted when necessary. The Customer will make any inspections to ensure that there are no breaches of safety requirements at the site whether imposed by authority or otherwise; and that all works are performed according to relevant safety codes, standards and manufacturer's specifications; and that there are alterations or modifications to any Equipment made by any person other than an employee of Amica Event Hire

17. Electrical Damage

Any damage to the Equipment caused by fusion malfunction of electrical equipment is the Customer's liability and the Customer must take adequate precautions. The Customer will be charged for any repairs required to the damaged equipment.

18. Cleaning

The Equipment must be returned properly cleaned by the Customer. It is agreed that the whole or any part of the cost incurred by Amica Event Hire arising out of the failure by the Customer to clean the Equipment will incur a charge to Amica Event Hire.

19. Payment Terms

All payments are strictly due as specified on Amica Event Hire Quotation. For non-account Customers, terms are net cash prior to delivery.

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23. Confirmation of order and Accepting the Amica Event Hire Terms and conditions

where in the event there is no email stating you have confirmed your order and agree to the Terms and Conditions outlined above, by making a 30% deposit against your quote/order, it is assumed that you automatically agree and accept responsibility of the above Hire Terms and Conditions (Duty of care).