

HIRE CONTRACT – TERMS AND CONDITIONS

1. In these conditions:
 - a) The “Owner” is **wishuponawell** and all its agents, owners and employees.
 - b) The “Hirer” is the person(s), business or corporation hiring Goods from the Owner and includes any agent, partner, contractor or employee of that person or group.
 - c) The “Goods” refers to all products, equipment and accessories taken by the Hirer.
 - d) Any reference to “including” means “including without limitation”.
 - e) Any agreement, warranty, representation or obligation which binds or benefits 2 or more persons binds or benefits those persons jointly and severally; and
2. This contract is not binding on **wishuponawell** until a 50% Deposit and bond or full payment and bond has been paid by the Hirer.
3. The Hirer is responsible for any accidents occurring in relation to the use of the goods.
4. The Hirer indemnifies the Owner in respect of its liability for personal injuries, property damage and any associated legal expenses arising out of any accident which might be caused by or contributed to by, or arise out of the use or handling of the Goods after delivery.
5. The Hirer shall:
 - a) Use the Goods in a proper manner and only for the purpose for which they were designed.
 - b) Accept full responsibility for the safekeeping of the Goods, and indemnify the Owner for all loss, theft or damage to Goods however caused.
 - c) Accept full responsibility for and indemnify the Owner against all claims in respect of any injury to persons, or damage to property, arising out of the use of the Goods.
 - d) Be responsible for all and any additional costs and losses (the amount as specified by the Owner) incurred where goods are not returned and/or available for pick-up as agreed.
 - e) Pay to the Owner all hire charges and other costs, including loss or damage to the items hired as decided by and specified by the Owner after assessment of the items. Such loss or damage assessment and the monies owed thereof are at the sole discretion of the Owner. The hired goods must be returned to **wishuponawell** in the same condition as they were supplied.
 - f) In the case of monies outstanding due to loss, damage or other cause identified by the Owner, the Hirer will make full payment of costs and/or losses within 7 days of written notification from the Owner.
6. The Hirer shall pay an additional hire charge (an amount to be specified by the Owner) should the Goods not be made available for collection on the date and at the time specified by the Hirer. Goods are on “Hire” until the Hirer returns the Goods onto the specified premises, or the Hirer notifies the Owner that the Goods are available for collection (only applicable if agreed by the Owner). If the Owner, for whatever reason, cannot collect the equipment on that day, the Hirer will be held responsible for the safekeeping of the Goods until collected within 7 days.
7. Any advice, recommendation, information or representation provided by **wishuponawell** as to the quality or performance of the Goods or their suitability for a particular purpose or otherwise in relation to the Goods is given in good faith but without any liability or responsibility on the part of **wishuponawell**. The Client acknowledges that it has not relied upon or been induced by any representation of the Owner.
8. The person signing the 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 Hire’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.
9. Any bond paid shall be returned after Goods are checked and determined to be undamaged at our premises.
10. This agreement may not be transferred or assigned to any other party without the consent of the Owner.
11. Until payment of the requested deposit and bond is made, the Owner cannot guarantee any function booking.
12. Full payment and bond is due no later than 7 days before the Delivery Date.
13. The Owner reserves the right to request a security bond from the Hirer at any point in time.
14. Once paid, the 50% deposit is completely non-refundable.
15. If the Hirer cancels this contract, the Owner may immediately recover all Goods from the Hirer and all other goods which have not been paid for in full by the Hirer.
16. If the Hirer:
 - fails to make any payment in accordance with this Contract;
 - fails to comply with any of the terms and conditions of this Contract; **wishuponawell** may at its option and without prejudice to any of its rights under this Contract or in law or equity, do one or more of the following:
 - terminate this Contract and recover all the Goods;
 - require that all money owing by the Client, regardless of the due date, be due and payable; and/or
 - take action against the Client for breach of contract.
17. If such termination occurs, the Owner is entitled to retain all money paid by the Hirer.
18. The Owner reserves the right to use a third party business as a supply contractor for any bookings made. This includes providing for hire goods, professional installation and/or delivery services.
19. The Goods have been hired solely for the specified event and are not to leave the venue.
20. The Owner shall not be liable to the Hirer or any other person for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort, contract or otherwise) or any other claim whatsoever directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of **wishuponawell**, its servants, agents, contractors or otherwise. The provisions of this clause will not apply to the extent that its application is prevented by the Trade Practices Act 1974 or any other State or Territory laws.
21. The provisions of this contract will be separate and severable from each other to the extent that if any provision or provisions are considered to be inoperative then the remaining provision or provisions will be binding on and enforceable by the parties.

END OF TERMS & CONDITIONS