

# Portable Training Room - Hire

## INVOICING DETAILS

Business Name			
Contact Person		Ph:	
	Email:		
Postal Address		PO #:	
ABN:			

## BOOKING DETAILS

	From	To
Date/s Required		
Pickup time		

## EQUIPMENT REQUIRED

	INCLUDES	COSTS	TOTAL
Box 1	5 laptops (Windows 7 with MS Office 2010) 5 Power cords 5 mice 1 powerboard (6 plug) 1 information sheet	\$150.00 per day \$750.00 per week	
Box 2	5 laptops (Windows 7 with MS Office 2010) 5 Power cords 5 mice 1 powerboard (6 plug) 1 information sheet	\$150.00 per day \$750.00 per week	
Peripherals	Data Projector (incl. screen)	\$65.00 per day	
	Data Projector Screen	\$15.00 per day	

## Conditions:

1. I have read and agree to the Terms of Hire
2. I am the authorised person to sign for the engagement and payment of goods and services for the above organisation, and have provided the necessary purchase order (if required) to engage services on their behalf.
3. Photographic proof of ID will be required from person collection equipment
4. If the service is booked but not used without 48 hours notification, a cancellation fee of 50% of the rate will be charged, with less than 24 hours cancellation the full fee will be payable - which I agree to pay.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

## Terms of Hire

### 1. HIRE AGREEMENT BETWEEN YOU AND US

These Terms of Hire, together with each Hire Schedule provided to You by Us, whether signed or not, make up the hire agreement (the "Hire Agreement") between You and Us. The provision or acceptance of a Hire Schedule shall not form a separate agreement between You and Us, but shall constitute part of this Hire Agreement. It is important that You read and understand all of the terms and conditions of the Hire Agreement before hiring from Us. If You have any questions please ask Us.

### 2. DEFINITIONS

To assist, when We refer to the following terms in this document:

"Environmental Laws" means any statute, regulations or other laws made or issued by a regulatory body or government regulating or otherwise relating to the environment including without limitation the use or protection of the environment.

"Equipment" means any of Our equipment, including but not limited to, laptops, projector, router, switch, wireless dongle and any associated accessories and parts available for hire.

"Expected Off Hire Date" means the date You advised Us at the commencement of the hire that You would no longer require the Equipment. This date is set out in the Hire Schedule.

"Hire Period" means for Equipment specified in a Hire Schedule the period described in clause 4.

"Hire Schedule" means the document provided by Us to You which outlines important information, including but not limited to, the Equipment You have hired, the hire rates which apply to the Equipment, any other applicable charges, the Expected Off Hire Date and the address for delivery of the Equipment.

"Long Distance Location" is a location in excess of 100km from Kununurra Community Resource Centre.

"Non Excludable Provision" has the meaning set out in clause 16.3.

"Off Hire Date" has the meaning set out in clause 5.4.

"Regulatory Authority" means any public authority or government agency responsible for regulating the performance of electrical works.

"We/Us/Our" means Kununurra Community Resource Centre (ABN 43 290 689 416).

"You/Your" refers to the person, firm, organisation, partnership, corporation, trust or other entity hiring Equipment from Us, as named in the Hire Schedule. The reference to "You" includes any employees, agents and contractors.

### 3. OUR HIRE COMMITMENT TO YOU

We agree to hire You the Equipment and will:

(a) provide the Equipment to You in good working order; and (b) subject to clause 8.6, allow You to exclusively use the Equipment during the Hire Period.

### 4. THE HIRE PERIOD

4.1 The Hire Period commences when, either:

(a) You take possession of the Equipment; OR

(b) if You request delivery and collection of the Equipment, the time We deliver the Equipment to the address You provide to Us in the Hire Schedule, whichever occurs first.

4.2 The Hire Period is for an indefinite term and ends when the equipment is back in Our custody and possession.

4.3 The Hire Period includes weekends and public holidays.

4.4 The Hire Period can only be changed if You request a variation and We agree to that variation in writing.

### 5. HOW WE CALCULATE YOUR HIRE CHARGES

5.1 You will pay Us for the hire of the Equipment at the hire charge rates set out in the Hire Schedule.

5.2 We reserve the right to charge for a minimum period of hire of Equipment, but We will advise You of any minimum hire periods before You commence the hire.

5.3 Except in the circumstances set out in clause 5.4, You will be charged for the hire of Equipment for the full Hire Period. For the avoidance of doubt, You will continue to incur hire and other charges after the Expected Off Hire Date if You have not returned the Equipment to Us by the Expected Off Hire Date.

5.4 If You have requested that We deliver and collect the Equipment and We have agreed, hire charges will commence from the time the Equipment leaves Our premises and continue until the date You notify Us that You no longer require the Equipment and that the Equipment is available for collection (the "Off Hire Date"). On the Off Hire Date, You must notify Us that the Equipment is available for collection by no later than the time of day at which Your hire commenced (e.g. if Your hire commenced at 10am, then You must notify Us by no later than 10am on the Off Hire Date), otherwise We reserve the right to charge an extra day of hire charges. For the

avoidance of doubt, the Expected Off Hire Date set out in the Hire Schedule is not considered to be Your notice to Us that the Equipment is available for collection.

### 6. OTHER CHARGES

In addition to hire charges, You agree that You will be required to pay:

(a) if You require Us to deliver, collect or install the Equipment, the cost of delivery, collection or installation, which will be provided as a separate quote if needed;

(b) if You do not return the Equipment in clean and good working condition, charges for the cleaning and repair of the Equipment;

(c) any stamp duty or GST arising out of this Hire Agreement;

(d) any other applicable levies, fines, penalties and any other government charges arising out of Your use of the Equipment;

(e) if You request operational guidance or training on the use of the Equipment and Our staff are available to provide this, the cost for the provision of these services at rates agreed with Us;

(f) charges in connection with the administration of Your account with Us, which may include printing and postage costs; and

### 7. PAYMENT

7.1 You must pay all fees, charges and costs that become due and payable under this Hire Agreement within 30 days of the date of invoice.

7.2 If You do not pay the invoice in full by the payment due date, We reserve the right to charge, in addition to any other costs recoverable under this Hire Agreement any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs) incurred by Us in recovering any unpaid amounts under this Hire Agreement.

### 8. YOUR OBLIGATIONS TO US

8.1 This Hire Agreement is personal to You and so You must not allow nor authorise any other person or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed by Us in writing.

8.2 It is important to take care of the Equipment during the Hire Period. You must:

(a) keep the Equipment in good condition and in accordance with the manufacturer's and Our instructions at Your own cost;

(b) not in any way alter, modify, tamper with, damage or repair the Equipment without Our prior written consent; and

8.3 At all times during the Hire Period, You must store the Equipment safely and securely and protected from theft, seizure, loss or damage.

8.4 You will allow Us to enter Your premises and inspect the Equipment from time to time during the Hire Period. You can also request to conduct a joint inspection of the Equipment with Us at the end of the Hire Period.

8.5 Whenever You are moving the Equipment, You must ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and manufacturer's guidelines. You must observe any safety directions advised by Us and/or the manufacturer of the Equipment to ensure its safe loading and handling.

### 9. REMEMBER, WE OWN THE EQUIPMENT

9.1 You acknowledge that We own the Equipment and in all circumstances We retain title to the Equipment (even if You go into liquidation or become bankrupt during the Hire Period). Your rights to use the Equipment are as a bailee only.

9.2 You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Equipment in any way.

9.3 In no circumstances will the Equipment be deemed to be a fixture.

### 10. RESPONSIBILITY FOR THE EQUIPMENT

You are responsible for the Equipment for the Hire Period.

### 11. RETURN OF EQUIPMENT

11.1 You must return the Equipment to Us in the same clean condition and good working order it was in when You received it, ordinary fair wear and tear excluded. If You do not properly clean the Equipment, We will charge You a cleaning cost in accordance with clause 6(c).

11.2 Except in the circumstances set out in clause 11.3 below, it is Your responsibility to return the Equipment in good working condition to the Kununurra Community Resource Centre branch You hired it from during normal business hours.

11.3 If You have requested, and We have agreed, to collect the Equipment from You, You must ensure it is kept safe and secure until the time of collection.

## 12. WHAT TO DO IF EQUIPMENT BREAKS DOWN

12.1 In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period You must:

- (a) immediately stop using the Equipment and notify Us;
- (b) take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
- (c) take all steps necessary to prevent any further damage to the Equipment itself; and
- (d) not repair or attempt to repair the Equipment without Our written consent.

12.2 Except if clause 13.1 applies, upon receiving notice from You under clause 12.1, We will:

- (a) take all steps necessary to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by You; and
- (b) not impose a hire charge for that portion of the Hire Period for which the Equipment was broken down or unsafe, nor the costs associated with any repair or replacement of the Equipment.

## 13. WHAT TO DO IF EQUIPMENT IS LOST, STOLEN OR DAMAGED

13.1 If the Equipment has broken down or become unsafe to use as a result of Your negligence or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Hire Period You will be liable for:

- (a) any costs incurred by Us to recover and repair or replace the Equipment; and
- (b) the hire charges for that portion of the Hire Period during which the Equipment is being recovered and repaired or replaced,

## 14. INDEMNITIES AND EXCLUSION OF LIABILITIES

14.1 Subject to clause 14.3, and except as expressly provided to the contrary in this Hire Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to this Hire Agreement or its subject matter are excluded to the maximum extent permitted by law.

14.2 Nothing in this Hire Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.

14.3 Where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to this Hire Agreement and We are not able to exclude that guarantee, term, condition, warranty, undertaking, inducement or representation ('Non-Excludable Provision'), and We are able to limit Your remedy for a breach of the Non-Excludable Provision, then Our liability for breach of the Non-Excludable Provision is limited to (at Our election):

- (a) in the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
- (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

14.4 Subject to Our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, Our maximum aggregate liability for all claims under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to the fees paid by You under this Hire Agreement. In calculating Our aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by Us for a breach of any Non-Excludable Provisions.

14.5 Subject to clauses 16.3 and 16.4, We will not be liable to You for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs You have incurred, amounts that you are liable to Your customers for or any loss suffered by third parties under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

14.6 You are liable for and indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost,

damage or expense) in respect of:

- (a) personal injury;
- (b) damage to tangible property; or
- (c) a claim by a third party, in respect of Your hire or use of the Equipment or Your breach of the Hire Agreement. Your liability under this indemnity is diminished to the extent that Our breach of the Hire Agreement or Our negligence causes the liability, claims, damage, loss, costs or expenses.

14.7 Each indemnity in this Hire Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Hire Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Hire Agreement.

## 15. WHEN THIS HIRE AGREEMENT TERMINATES

15.1 Either party may terminate this Hire Agreement and any Hire Period immediately by giving notice to the other party, if:

- (a) that other party breaches any term of the Hire Agreement and fails to remedy the breach within 14 days of written notification of the breach; or
- (b) that other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.

15.2 We may terminate the Hire Agreement and any Hire Period for any other reason on 24 hours notice.

15.3 These rights of termination are in addition to any other rights either party has under the Hire Agreement and does not exclude any right or remedy under law or equity.

## 16. RECOVERY OF THE EQUIPMENT

If You are in breach of the Hire Agreement or if the Hire Agreement or a Hire Period has been terminated under clause

15, We may take all steps necessary (including legal action) to recover the Equipment, including entering Your premises to do so. Upon receiving written notice from Us, You expressly consent to Us entering Your premises for the purposes of recovering Our Equipment.

## 17. SECURITY

Except where clause 27 applies:

- (a) as security for Your obligations and liabilities under this Hire Agreement, You hereby charge for the due and punctual payment and performance of those obligations and liabilities, all of Your legal and equitable interest (both present and future) of whatsoever nature held in any and all real property;
- (b) without limiting the generality of the charge in this clause, You agree, on Our request, to execute any documents and do all things necessary required by Us to register mortgage security or other instrument of security over any real property and against the event that You fail to do so within a reasonable time of being so requested, You irrevocably and by way of security, appoint any credit manager or solicitor engaged by Us to be Your true and lawful attorney to execute and register such instruments;
- (c) You will indemnify Us on an indemnity basis against all costs and expenses incurred by Us in connection with the preparation and registration of any such charge and mortgage documents; and
- (d) You also consent unconditionally to Us lodging a caveat or caveats noting Our interest in any of Your real property.

## 18. EQUIPMENT THAT IS COLLECTED OR DELIVERED IN A DAMAGED AND / OR DEFECTIVE CONDITION

If You collect or receive the Equipment (whichever is applicable) and find that it is broken, damaged and/or defective, You must notify Us within 24 hours after You collector receive the Equipment. If You do not notify Us within this time period, We are entitled to assume that the Equipment You collected or received was in good order and condition.

## 19. PRIVACY

19.1 At Kununurra Community Resource Centre, We take Your privacy seriously. We will comply with the National Privacy Principles in all dealings with You.

19.2 We may need to collect personal information about You, including but not limited to, Your full name and address, drivers licence, credit card details, date of birth, credit or business history and other personal information. You consent to Us using Your personal information in order to:

- (a) fulfil functions associated with the hire of Equipment to You, including but not limited to assessing Your credit worthiness, or taking steps in accordance with clause 10;
- (b) provide services to You and;

(c) prevent theft of Our Equipment;

19.3 You also consent to Us disclosing Your personal information:  
(a) to any credit provider or credit reporting agency for the purposes of obtaining information about Your consumer or commercial credit or business history or Your commercial activities or credit worthiness; and

19.4 You have the right to access the personal information We hold about You.

19.5 A copy of Our Privacy Statement is available upon request

## **20. FORCE MAJEURE**

20.1 Subject to clause 20.2, neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

20.2 Nothing in clause 20.1 will limit or exclude Your responsibility and liability under the Hire Agreement for Equipment that is lost, stolen or damaged beyond fair wear and tear during the Hire Period, or has broken down or become unsafe to use as a result of Your conduct or negligence.

## **21. SEVERABILITY**

If any part of this Hire Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

## **22. GOVERNING LAW**

The Hire Agreement is governed by the laws of the State of Western Australia where the Hire Agreement is entered into by the parties and each party submits to the non-exclusive jurisdiction of the courts of that State.

## **23. ENTIRE AGREEMENT**

The Hire Agreement as defined in clause 1, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the hire of the Equipment unless agreed in writing by the parties.

## **24. NO RELIANCE**

Subject to clauses 16.1 and 16.3, You acknowledge that neither We nor any person acting on Our behalf have made any representation or other inducement to You to enter into the Hire Agreement and You have not entered into the Hire Agreement in reliance on any representations or inducements (including in relation to the use of the Equipment) except for those representations contained in this Hire Agreement.

## **25. NO WAIVER OF RIGHTS**

Subject to clause 18, no delay or omission by a party to exercise any right, power or remedy available to that party as a result of a continuing breach or default under the Hire Agreement will impair any such right, power or remedy, nor will it be construed to be a waiver of that party's rights to take action or make a claim in respect of a continuing breach or default.

## **26. SIGNING THIS HIRE AGREEMENT**

26.1 The person signing any document which forms part of the Hire Agreement for and on behalf of You hereby warrants that he or she has Your authority to enter into the Hire Agreement on Your behalf and grant the security interests in connection with it and is empowered to bind You to the Hire Agreement and each security interest granted in connection with it.

26.2 Except where clause 27 applies, the person signing this Hire Agreement indemnifies Us against all losses, costs and claims incurred by Us arising out of the person so signing this Hire Agreement not in fact having such power and/or authority.

## **27. PROVISIONS OF THIS AGREEMENT EXCLUDED FROM CONSUMER CONTRACTS**

Where You are an individual acquiring goods or services wholly or predominantly for personal, domestic or household use or consumption, the following provisions of these Terms of Hire will not apply for the purposes of Your Hire Agreement:

(a) clause 17 (Security) and

(b) clause 26.1 (Signing this Agreement).