



## Hire Agreement - Terms & Conditions of Hire

### 1. DEFINITIONS

- a. The "Owner" is Simba's Party Hire
- b. The "Hirer" refers to the person, firm, corporation or entity hiring equipment from the Owner
- c. The "Equipment" means all the equipment and accessories supplied to the Hirer
- d. "Terms" means these Terms and Conditions of Hire

### 2. CONDITIONS OF HIRE

- a. The hiring of the equipment will commence from the commencement date specified on your invoice and continue for the term specified. The hirer is entitled to use the equipment for the hire period. Any extension of the period must be agreed to by Simba's Party Hire.
- b. The hirer shall not remove the Hire equipment or any part thereof from the situation and position of its installation without consent from the owner.
- c. The hirer acknowledges that he/she has received adequate instruction on the correct use of the equipment, which includes demonstration or verbal or written instructions.
- d. The hirer agrees not to use the equipment at locations or purposes different to the equipment's general designated purpose and specified suitability (such as indoor versus outdoor use).
- e. The hirer acknowledges responsibility for the equipment and is liable for any damage.

### 3. PAYMENT

- a. The hirer agrees to pay Simba's Party Hire the hire fee and the damage waiver fee specified for the equipment for the hire period including any applicable GST, stamp duties, penalties, levies or freight and other charges relevant to this agreement.
- b. The required fees must be paid to Simba's Party Hire prior to the commencement date of the hire period.
- c. Equipment not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental until return is complete.
- d. Payment for hire of goods must be made by; (i) 50% of the agreed hire price upon confirmation of order; and (ii) the balance of the agreed hire price made 48 hours prior to delivery of the goods. Payment must be made by credit card, bank transfer or cash.
- e. The Owner requires security details at the time of order placement. An order will not be confirmed until and unless security detail is endorsed and supplied to the Owner.
- f. All orders placed less than 7 days from delivery require full payment to confirm the booking.
- g. All prices on the Simba's Party Hire website are in Australian Dollars (AUD).

### 4. CANCELLATION

The Hirer may cancel an order but may forfeit any hire fees paid as follows:

- a. If booking is cancelled 4 weeks before the event date, Simba's Party Hire will make a full refund of any hire fees paid minus the 50% deposit paid;
- b. Bookings cancelled or item quantities reduced 1 – 3 weeks before the event date will forfeit between 50% and 100% of the total hire fee depending on the time of year;



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- c. Bookings cancelled or item quantities reduced within 7 days of the event date will forfeit 100% of the total hire fee.

### 5. DELIVERY & COLLECTION

- a. The goods shall be returned in a reasonably clean, but not necessarily sterile state or a cleaning fee may apply.
- b. The Hirer must allow any Simba's Party Hire representative access to the goods at all reasonable times.
- c. The Hirer must provide safe and proper access to and at the event site.
- d. The Hirer is liable for all injury, loss or damage suffered by Simba's Party Hire, its employees or agents while at the event site.
- e. Prices quoted are for delivery on street level. Extra charges shall be payable for delivery to and removal from higher or lower levels.

### 6. DAMAGE

- a. The Hirer is responsible for the equipment from the time of delivery until collection by the Owner and shall pay for all equipment damage or loss however caused during that period. Damage waiver is payable by the Hirer to cover all costs associated with normal wear and tear to the equipment hired, the waiver does not apply to any other damage including:
  - i. damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of equipment;
  - ii. Damage due to mysterious disappearance of the equipment;
  - iii. Damage caused by the use or operation of equipment in contravention of any of the conditions of the agreement;
  - iv. Damage to, or loss of, the equipment from any unknown cause.
- b. The Hirer shall protect the equipment from the elements during the time of delivery, use, storage or waiting period before pick-up.
- c. The Hirer shall maintain at its expense liability, property and casualty insurance coverage in amount necessary to fully protect the Owner and its equipment against all claims, loss or damage of whatever nature or type.
- d. The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.
- e. Any person signing the documents 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 Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and cost incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.
- f. Where the Hirer is more than one person liability shall be joint.
- g. By making a booking through confirming a quote via signature, deposit payment or remittance of funds, the hirer acknowledges and agrees to the Owners Terms and Conditions.
- h. In the case of the equipment being damaged, the hirer may have the opportunity to purchase the damaged equipment.



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### 7. FORCE MAJEURE

For the purpose of this clause, "Force Majeure" means an event or circumstance beyond the reasonable control of a party, including, but not limited to, acts of God, War, Rain, Hail, Wind, Fire, Explosion, Civil disobedience, Legislation not in force at the date of this Agreement or labour disputes. Neither Simba's Party Hire nor the Hirer will breach this agreement and each party will not be liable to the other party for delay or failure to perform its obligation under this agreement due to Force Majeure. Simba's Party Hire may give written notice to the Hirer, giving full particulars of such Force Majeure.

Simba's Party Hire shall not be liable for any indirect or consequential losses or expenses suffered by the Hirer, including but not limited to, loss of turnover, profits, business or goodwill or any liability to any other party or for any loss or damage suffered by the Hirer as a result of any delays caused by such Force Majeure events.

### 8. MISCELLANEOUS

The hirer agrees to ensure that any site specified on the hire agreement, will be clear of all obstructions to allow Simba's Party Hire to erect, install or place the hire equipment safely. These terms and conditions are governed by the Laws of Victoria and the Hirer and the Owner submit to the jurisdiction of the courts of the State.

A large, semi-transparent watermark of the Simba's Party Hire logo is centered on the page. It features the text "SimBa's Party Hire" in a bold, sans-serif font, with a stylized lion's head icon above the text. The logo is set against a circular background with a white border. The background of the page is a light purple color with a large, semi-transparent white circle overlaid on it.