



# PARTY EQUIPMENT HIRE AGREEMENT

## HIRE AGREEMENT

This Party Equipment Hire Agreement ("Agreement") is made on the below date (as outlined in the below form) between Karratha Community House Inc of 51 Gardugarli Drive, Baynton ("Owner") and you ("Hirer" – as outlined in the below *Party Equipment Hire Form*).

## BACKGROUND

i. The Owner is the proprietor of the equipment listed in Section A of the *Party Equipment Hire Form* ("Equipment").

ii. The Hirer will hire the Equipment specified in the *Party Equipment Hire Form* from the Owner upon the terms and conditions in this Agreement.

## TERMS AND CONDITIONS

### 1. Hire of Equipment

The hiring of the Equipment will commence from the commencement date specified in the form below and continue for the Hire Period specified in section C of the *Party Equipment Hire Form*.

The Hirer is entitled to use the Equipment for the hire period as outlined in the *Party Equipment Hire Form* ("Hire Period") and for any agreed extension of the period.

The Hirer agrees to return the Equipment to the address of the Owner on or before the end of the Hire Period as outlined below.

The Owner will not refund any hire fee monies if the Hirer elects to return the Equipment prior to the end of the Hire Period, regardless of the reason.

### 2. Payment for Hire

The Hirer agrees to pay the Owner the hire fee specified in the below form ("Hire Fee") for the Equipment for the Hire Period, which includes any applicable GST.

A security bond ("Bond") shall also be paid, as per the schedule of rates listed in the *Party Equipment Hire Form*.

The Hire Fee and Bond must be paid to the Owner 14 days before the Hire Period.

### 3. Collection of the Equipment

Collection of Equipment from the Owner is the responsibility of the Hirer, including any associated delivery, freight and transportation costs. Collection of equipment shall be no earlier than 1pm on first day of rental.

The Hirer will check the Equipment upon receipt and unless it notifies the Owner promptly upon receipt will be deemed to accept the Equipment as being complete and in good working order.

The Hirer agrees that all transport charges, including handling and insurance is at the expense of the Hirer.

### 4. Use, operation, and maintenance

The Hirer agrees that the use of the Equipment carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.

The Equipment must not be used by anyone other than the Hirer. The Hirer will use the Equipment in a good and careful manner and will comply with all the manufacturer's requirements and recommendations, respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

The Hirer agrees to comply with all laws relating to the use of the Equipment and related operations.

### 5. Hirer's warranties

The Hirer warrants that:

- The Equipment will be used in accordance with the conditions outlined on our website and in this agreement;
- The particulars in the form below are correct in every respect and are not misleading in any way including, without limitation, by omission;
- The Equipment will not be used for any illegal purpose;
- The Hirer's vehicle is suitable for transporting the Equipment;
- The Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Equipment in any way;

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- The Hirer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose; and
- The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

## 6. Indemnity

The Hirer will indemnify and will keep indemnified the Owner, all Owner's personnel against all costs, losses or damages arising out of or in any way in connected with your hiring and use of the Equipment, or a breach by the Hirer of these Terms and Conditions, except to the extent the costs, losses or damages were caused or contributed to by the negligence of the Owner and/or the Owner's personnel.

## 7. Loss, damage, or breakdown of Equipment

The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted) during the Hire Period.

If there is a breakdown or failure of the Equipment, then the Hirer must return the Equipment to the Owner at the Hirer's expense and the Hirer must not attempt to repair the Equipment.

## 8. Insurance

The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.

## 9. Liability

To the extent permitted by law, by hiring and using the Equipment you agree that the Owner and its personnel, representatives, servants and agents, shall not be liable to you, or anyone under your care and control, for any loss or damage (including without limitation, loss or damage caused by the negligence of the Owner or its personnel, servants and agents and incidental and consequential loss or damage) arising out of or in any way in connected with the use of the Equipment.

Nothing in this clause limits or excludes the liability of the Owner or the Owner's personnel for any liability that cannot be excluded under applicable law.

## 10. Disclaimer

To the extent permitted by law, the Owner disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Equipment.

## 11. Title

The Hirer acknowledges that the Owner retains title to the Equipment and that the Hirer has rights to use the Equipment as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Equipment and agrees not to do so.

The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Equipment and not to conceal or alter the Equipment or make any addition or alteration to, or repair of, the Equipment.

## 12. Repossession

The Owner may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.

If repossession occurs, the Owner will only charge the Hire Fee up to and including the time of repossession.

## 13. Completion of the Hire Period

The Hire Period is completed when ALL the hired Equipment has been returned to the Owner:

- clean, in good working order, and in the same condition as when it was hired; and
- on or by the date and time outlined in the *Party Equipment Hire Form* below.

The Hirer shall inform the Owner of any damage or defect arising during the hiring or any incident that occurred during the hiring likely to cause such defect or damage.

Return of Equipment in a dirty or improperly packaged condition, but otherwise complete and undamaged, will attract a 20% surcharge at the discretion of the Owner.

## 14. Return of Bond

The Bond, less any damage, replacement or cleaning surcharge costs incurred, shall be returned to the Hirer within 5 business days of the completion of the Hire Period.

## 15. Default

The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

- The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
- The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.
- A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

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**16. Remedies**

On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (“Remedies”):

- Declare the entire amount of the Hire Fees immediately due and payable without notice or demand to the Hirer;
- Commence legal proceedings to recover the Hire Fees and other obligations accrued before and after the Event of Default;
- Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession;
- Terminate this Agreement immediately upon written notice to the Hirer; and/or
- Pursue any other remedy available in law or equity.

**17. Cancellation by the Hirer**

Any cancellation by the Hirer must be made no less than 7 days prior to date of commencement of the Hire, or else no Hire Fees will be refunded.

Cancellation of bookings will only be accepted when made in writing, and will result in the forfeit of the Booking Deposit.

**18. Cancellation by the Owner**

If the Owner is required to cancel the booking due to unforeseen unavailability of the Equipment, the Owner shall advise the Hirer in writing and offer the Hirer a choice of:

- Re-scheduling the Hire at no additional cost to the Hirer; or
- Full refund of any monies already paid, including any deposit, hire fees or bond that has already been paid by the Hirer to the Owner, within 2 business days of

the written notice of cancellation. This shall be refunded into the account nominated in the *Party Equipment Hire Form*, unless otherwise instructed in writing by the Hirer.

**19. Severance**

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.

**20. Governing law**

This Agreement will be construed in accordance with and governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia there in connection with matters concerning this Agreement.

**21. Interpretation**

In this Agreement, unless the context otherwise requires:

- A reference to the singular includes the plural and vice versa;
- A reference to any party to this Agreement includes the party’s executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- A reference to an individual will include corporations and vice versa; and
- If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- Headings are for convenience only and do not affect interpretation.

**You are not buying the Equipment.**

**Do not sign this Agreement before you read it.**

**You are entitled to a completed copy of this Agreement when you sign it.**

Document Number	CL18	MOD RISK: Review every 2 years	Responsible Person	Chairperson	
Version	Reviewed by	Changes Made	Review Date	Approved By	Next Review Date
1.0	KCH Board	Original document.	27/11/2022	Board	27/11/2024
1.1	Elise Gore	Addition of disco package.	08/02/2023	Chairperson	27/11/2024

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## PARTY EQUIPMENT HIRE FORM

### Section A: Hirer's details

Full name	
Address	
Phone number	
Email	

### Section B: Equipment

Which equipment would you like to hire?	<input type="checkbox"/> Outdoor cinema package <input type="checkbox"/> Bubble, light and smoke machine <input type="checkbox"/> Disco package (incl. 2 x floor lights, 2 x light projectors, PA system, disco ball) <input type="checkbox"/> Children's chairs.... Number required: _____ (Note: chairs are included for free when hiring KCH room 2)
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### Section C: Hiring details

Hire duration	<input type="checkbox"/> Weekday (24hr hire period. Pick up and return during office hours) <input type="checkbox"/> Weekend (Weekend rate applies. Pick up Friday, drop off Monday)
Requested hire date(s) ("Hire period")	
Additional information	

### Section D: Agreement to the Terms and Conditions

Bond authorisation	<input type="checkbox"/> I agree to pay a bond to cover any damage that occurs during my hire. If damage exceeds the bond I will be invoiced the difference. I understand the bond will be refunded within 5 business days of the Equipment being returned in full, clean, and without damage.
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Bank account into which you would like the bond refunded into	Account name: _____ BSB: _____ Account number: _____
Agreement to terms and conditions	<input type="checkbox"/> I have read and agree to the terms and conditions outlined in the above <i>Party Equipment Hire Agreement</i> .
Signed	Signature: _____ Name: _____ Date: _____

**THE REMAINDER OF THE FORM IS TO BE COMPLETED BY A KCH REPRESENTATIVE**

**Schedule of rates** – all rates are in AUD and are inclusive of GST

Equipment	Bond	Weekday rate	Weekend rate	Units	Hire fee
Outdoor cinema package	\$250	\$140	\$195		
Bubble, light, smoke machine	\$100	\$50	\$70		
Disco package	\$50	\$40	\$50		
Children's chairs	\$20	Not avail.	\$4 each		
Total bond due		Total hire fee due			

Section E: Acceptance by the Owner – to be completed by KCH	
<b>Hire period:</b> Confirmed collection time	Equipment to be collected by the Hirer on _____ (date) between _____ and _____ (time)
Confirmed return time	Equipment to be returned by the Hirer on _____ (date) between _____ and _____ (time)

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<p>Fees payable</p> <p><b>Note:</b> Deposit (20% of hire fee) is required at time of booking. Bond and remaining hire fees are due 14 days prior to the commencement of the hire period.</p>	<p>Total Hire fee: _____</p> <p>Deposit due now: (20%) _____ Paid <input type="checkbox"/></p> <p><b>Due no later than 14 days before commencement of Hire period:</b></p> <p>Bond: _____</p> <p>Remaining hire fee (80%): _____</p> <p>Due date: _____</p>
<p>Authorisation of this Agreement by a KCH representative</p>	<p>Signature: _____ Date: _____</p> <p>Name: _____ Role: _____</p>

Section F: Finalising the Hire – to be completed by KCH	
<p>Checklist</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Equipment has been checked, is clean and in good working order</li> <li><input type="checkbox"/> Any damage has been photographed and escalated to the Operations Manager and, if necessary, the Insurer</li> <li><input type="checkbox"/> Hirer has been invoiced for any damages or cleaning surcharge payable <u>OR</u></li> <li><input type="checkbox"/> Bond has been refunded</li> </ul>
<p>Comments</p>	
<p>Signed</p>	<p>Date:</p>

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