



# Terms & Conditions

## Standard Conditions of Hire

**1 GENERAL** - All hire goods remain the property of ExpoNet Pty Ltd at all times. ExpoNet Pty Ltd retains the right to alter, vary or substitute any item without notice. All goods are subject to stock availability.

**2 PRICES** - Unless otherwise indicated, all pricing is exclusive of GST, cartage and damage waiver. Prices are for the duration of the exhibition not exceeding 10 days. Prices for duration of general hire not exceeding 7 days.

**3 PAYMENTS** - Orders cannot be confirmed until all hire and other charges have been paid in full & processed.

**4 LATE ORDERS** - Furniture and Audiovisual orders placed during move in are to be charged an additional late order service fee. Electrical and shelving orders received after the specified due date displayed on the Exhibitor Show Kit will incur a 20% surcharge with a minimum \$100.00 charge.

**5 CARTAGE & PLACEMENT** - All cartage and placement of equipment will be carried out by ExpoNet staff except as otherwise agreed in writing. Event cartage rates apply to CBD in Sydney/Melbourne/Brisbane. Other areas may attract additional cartage. For general hire cartage and placement POA.

**6 PICK UP** - All equipment must be available for pick up immediately after the event. No responsibility is taken for any goods left in or on our equipment after close of the event.

**7 CANCELLATIONS** - Any products delivered then cancelled will be charged at full rates. Goods cancelled less than 5 days prior to event / exhibition opening, but not installed will be charged at 50% of full rate.

**8 CLAIMS** - Any problems with any ExpoNet equipment must be notified to ExpoNet on delivery. ExpoNet will not accept any responsibility after the conclusion of the Hirer's event.

## Hiring Agreement

These terms apply to all equipment hired by the Hirer from the Owner unless agreed to by the Owner and varied in writing.

**1. Definitions in these Terms**, "Equipment" means the products, goods, stock or other items hired out by the Owner to the Hirer. "Hirer" means any person who requests the Owner to hire Equipment to it, including its employees and agents. A Hirer also includes event organisers and exhibitors. "Owner" means ExpoNet Pty Ltd ABN 45 132 935 105, its employees and agents. Terms means these terms and conditions. "PPSA" means the Personal Property Securities Act 2009 (Cth) (as amended). "PPSR" means the Personal Property Securities Register.

### 2. Terms of Payment

The Hirer agrees to pay the Owners hire charge and any other charges, including charges for loss, damage and repairs or any tax, GST, duty, levy, or other expenses paid or payable by the Owner. If not otherwise specified by the owner in writing all hiring charges including taxes and duties are to be paid prior to delivery of the equipment. The hirer agrees to provide the Owner with the Hirer's credit card number, expiry date and any other information, which may be necessary to debit the Hirers credit card prior to delivery of the equipment. Subsequent charges for loss, damage, repairs or other expenses are to be paid within seven days of the relevant invoice. The Hirer hereby authorises the Owner to debit the Hirers credit card with the amount shown on the relevant invoice if the Hirer has not paid that amount within seven days of the date of the relevant invoice. The Hirer agrees to pay any expenses incurred or loss suffered by the Owner as a result of breach of the Hirer of its obligation pursuant to these Terms (including legal costs on a solicitor-client basis) and to pay all costs and expenses incurred by the Owner, its legal advisers, mercantile agents and others in respect of anything instituted or being considered against the Hirer, whether for debt, possession of any Equipment or otherwise. The hirer acknowledges and agrees that the owner may pay a rebate, commission or other financial benefit to event organisers or like suppliers in connection with the hiring of the Equipment to the Hirer.

### 3. Credit Card Payment

A Surcharge applies to all payments.

### 4. Termination of Hire

The Owner at its discretion may notwithstanding the specified period of hire and notwithstanding any waiver of any previous default by the hirer forthwith terminate this Agreement with or without notice to the Hirer and re-possess the equipment in any of the following events:

- If the Hirer shall fail to pay any hiring charges within two (2) days of the due date for such payment.
- If the Hirer shall do or permit any act or thing whereby the Owners rights in the equipment are or may be prejudiced.
- If the Hirer should become or be made insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a Hirer being a limited company, should any order be made or resolution passed for the winding up of such company or an Administrator, Receiver or Manager be appointed.
- If the Hirer commits any breach of this Agreement.

For the purposes of repossessing the equipment, the Owner may enter into or upon any premises where the equipment may be without prejudice to the rights of the Owner to recover from the Hirer any moneys due hereunder or any damages for breach thereof and so far as allowed by law the Hirer indemnifies the Owner in respect of any claims, damages or expenses arising out of any action taken under this clause. If after the hire period the equipment is not returned to the Owner in the manner pre-agreed between the Hirer and the Owner, then the Hirer shall pay an additional charge of 100% of the daily rate for each additional day or part thereof until the equipment is returned to the Owner. This is in addition to any other remedies the Owner may have against the Hirer pursuant to this hire agreement or at law.

### 5. The Hirer's Obligations

The Hirer will:

- bear responsibility for the Equipment hired from the time of its delivery until collection by or return to the owner;
- upon installation, delivery or collection of the Equipment immediately examine the Equipment to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Equipment. In accepting the Equipment the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as required. The Hirer acknowledges that it has not in any way relied upon the skill or judgement or any representation made by or on behalf of the Owner in respect of the Equipment, its purpose, suitability or performance. Should the Hirer alter its installation or delivery requirements prior to, during, or after installation or delivery, the Hirer is liable for all extra costs of the Owners employees and cartage;
- assume the risk of and indemnify and hold the Owner harmless from and against any and all property damage and personal injury resulting from:
  - the use of the Equipment;
  - contact with underground cables, pipes, services or other obstructions;
  - all necessary surface repairs.
- use the Equipment in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed.
- ensure all Equipment is returned or ready for collection by the Owners driver, in a clean, dry and properly packed condition and if being collected, is readily accessible. The Hirer will pay for all cleaning or drying costs and for any damage resulting from not properly drying, cleaning and/or packing the Equipment.
- obtain any required approvals or permits and pay any fees associated with the use of the equipment.

### 6. Loss of or Damage to Equipment

If the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under these Terms. In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall immediately stop using the Equipment and take all necessary steps to prevent the Equipment from sustaining any further damage. The hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment and must not repair or attempt to repair the Equipment without the Owners prior written consent. If the Equipment is lost or damaged and the loss of or damage to the Equipment is caused by the negligence or act or omission of the Hirer or the breach of any of these Terms by the Hirer, the Hirer shall without limitation be liable for the following;

- any costs incurred by the Owner in repairing or replacing the Equipment;
- hire charges for the Equipment until the Equipment is replaced or repaired;
- any other costs whatsoever incurred or loss suffered by the Owner as a result of the damage to or loss of the Equipment.

### 7. Release and Indemnity and Limitation of liability

**7.1** The Hirer hereby releases the Owner from, and agrees to indemnify the Owner in respect of any third party claims, action, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the hire or use of the Equipment by the Hirer or these Terms.

**7.2** Except to the extent that the Owner is prevented by law, all guarantees, terms, conditions, warranties, undertakings, inducements or representations imposed by legislation in relation to the hire agreement whether express or implied, statutory or otherwise, relating to this hire agreement or its subject matter are excluded.

**7.3** In circumstances where the Owner's liability cannot be excluded and the Owner is able to limit the Owner's liability the Owner's liability is limited (at the Owner's election) to the repair and replacement of the equipment or the supply of substitute equipment (or the cost of doing so).

**7.4** Subject to clauses 7.2 and 7.3 the Owner's maximum aggregate liability for any and all claims under or in connection with this hire agreement is limited to an amount equal to the fees paid by the Hirer under this hire agreement. The Owner will not be liable to the Hirer for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Hirer has incurred and amounts the Hirer is liable to third parties.

### 8. Damage Waiver

Damage Waiver is payable by the Hirer to cover the cost associated with the normal wear and tear to the equipment. It does not apply to any other damage to Equipment including:

- damage resulting from misuse, abuse, overloading, exceeding rated capacity, or improper servicing of Equipment
- damage due to the mysterious disappearance of the Equipment;
- damage caused by the use or operation of Equipment in contravention of any of the conditions of this agreement;
- damage to, or loss of, the Equipment from any unknown cause;
- failure to return the equipment;
- the hire equipment whilst in transit, if being carried by the Hirer, or an employee contractor or agent of the Hirer;
- damage or breakage of the equipment due to fire, storm or accident.

### 9. Insurance

The Hirer will maintain at its own expense all appropriate policies of insurance required by law and including:

- for theft and damage to the Equipment hired in an amount not less than the full replacement cost of the Equipment;
- for liability, property and casualty insurance coverage for an amount not less than \$20,000,00.00 to indemnify the Owner and its Equipment against all claims, loss or damage whatsoever.

### 10. Special Conditions of Electrical Hire

Hirers should note that all electrical equipment used in an exhibition or event supplied by the owner or its subcontractors is operated solely by the owner. Further, such electrical equipment remains under the sole control of the owner. A hirer is permitted only to connect their own electrical equipment to any power points (GPO) supplied. Any other use or change to electrical equipment supplied and operated by the owner or its contractors may only be undertaken by the owner or its contractors or the approval of owner.

### 11. Price Lists

Any price lists published by the owner may be changed without notice.

### 12. Availability

All goods are subject to stock availability

### 13. Force Majeure

The Owner will not be responsible for any delays in delivery or installation of equipment due to causes beyond the Owner's reasonable 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.

### 14. PPSA

These terms create a security interest in favour of the Owner in the Equipment pursuant to the PPSA. The Hirer undertakes to immediately do such acts and provide such information as in the Owner's opinion may be necessary or desirable to enable the Owner to perfect any security interest created or provided for by these Terms, as an enforceable, perfected and otherwise effective security interest with first priority. The Hirer agrees to the Owner registering its security interest on the PPSR. To the fullest extent permitted by law the Hirer waives any rights it may have now or in the future to receive a copy of any verification statement or other confirmation related to the interests created or provided for, or perfected in the manner contemplated by, these Terms.