

Terms & Conditions



1. Definitions

- (a) "Equipment" refers to the items available for hire by Creative Hire Pty Ltd.
(b) "Hirer" encompasses any individual or entity requesting Equipment from Creative Hire Pty Ltd, including their representatives and personnel.
(c) "Owner" designates Creative Hire Pty Ltd, along with its employees and authorized agents.
(d) "Terms" signifies the following terms and conditions.

2. Payment Agreement The Hirer agrees to settle the hire charges and any additional expenses, such as fees for loss, damage, repairs, taxes, GST, duties, levies, or other costs incurred or payable by Creative Hire Pty Ltd. Unless otherwise specified in writing by Creative Hire Pty Ltd, all hire charges, including taxes and duties, must be settled before Equipment delivery. The Hirer must provide Creative Hire Pty Ltd with their credit card information, including the card number and expiry date, for payment before Equipment delivery. Any charges for loss, damage, repairs, or other expenses are due within seven days of the respective invoice date. The Hirer authorises Creative Hire Pty Ltd to charge their credit card for any outstanding amounts if not paid within seven days. The Hirer is responsible for covering expenses incurred and losses suffered by Creative Hire Pty Ltd due to the Hirer's breach of these Terms, including legal costs on a solicitor-client basis. The Hirer acknowledges and accepts that Creative Hire Pty Ltd may provide rebates, commissions, or other financial benefits to event organizers or similar suppliers in connection with Equipment hiring.

3. Payment Terms Payment terms are set out as in the following summary:

AMOUNT	TO CONFIRM	TO INSTALL
\$0 - \$10,000	Full Payment	Full payment already paid
\$10,001 - \$50,000	50%	50% one week prior to install
\$50,001 - \$250,000	50%	30% one month prior to install and the balance of 20% one week prior to install
\$250,001 and above	30%	30% one month prior to install, 30% on week prior to install and the balance of 10% seven days post event

4. Transport & Freight Transport and freight charges are an estimate quote. Creative Hire Pty Ltd reserves the right to pass on any related freight charges.

5. Design Charges Initial conceptual designs are free of charge. Any changes will be charged at an hourly rate of \$125.00 + GST.

6. Photography Creative Hire Pty Ltd reserves the right to use any photograph/video taken at the event with the express written permission of those included within the photography/video. Creative Hire Pty Ltd may use the photograph/video in publications or other media or marketing material produced, used or contracted by Creative Hire Pty Ltd including but not limited to brochures, websites, social media, tenders etc.

7. Hire Creative Hire Pty Ltd agrees to hire Equipment to the Hirer based on these Terms and any booking-specific terms. In the event of any inconsistency, these terms take precedence.

8. Termination

By Owner: Creative Hire Pty Ltd reserves the right to terminate Equipment hire at any time, either upon the expiration of the specified hire period or if the Hirer breaches these Terms. In such cases, the Hirer has no claims against Creative Hire Pty Ltd for the termination.

By Hirer: The Hirer can terminate Equipment hire by returning the Equipment to Creative Hire Pty Ltd during regular working hours or, if agreed upon in writing, by notifying Creative Hire Pty Ltd of the readiness for collection, provided the Hirer safeguards the Equipment until pickup.

Effect of Termination Upon termination, Creative Hire Pty Ltd is entitled to take immediate possession of the Equipment, and the Hirer appoints Creative Hire Pty Ltd as its agent for this purpose. If the Equipment is not returned or made ready for pickup by the agreed expiration or termination date, the Hirer shall incur an additional charge equal to 100% of the daily rate for each additional day or part thereof, unless specified otherwise by Creative Hire Pty Ltd.

9. Cancellation Policy A Cancellation Fee of 50% is applicable if the order is cancelled 96 hours prior to delivery, 70% if within 72 hours and 100% if within 24 hours.

10. The Hirer's Responsibilities The Hirer assumes all risk associated with Equipment use from the moment of delivery until collection or return to Creative Hire Pty Ltd. The Hirer is responsible for obtaining necessary permits and paying associated fees for Equipment usage. Upon installation, delivery, or collection of the Equipment, the Hirer must promptly inspect the Equipment for condition, suitability, and fitness for the intended purpose. The Hirer acknowledges its examination and that it did not rely on any representations made by Creative Hire Pty Ltd regarding the Equipment. The Hirer must not relocate the Equipment from the specified location without written permission from Creative Hire Pty Ltd. The Hirer must use the Equipment safely and appropriately for its designated purpose, adhering to any provided instructions. All Equipment must be returned in a clean, dry, and properly packed condition, or made readily accessible for collection. The Hirer is responsible for cleaning, drying, and packing the Equipment properly, covering any associated costs and damages.

11. Property Creative Hire Pty Ltd retains ownership of the Equipment at all times. The Hirer does not acquire ownership of the Equipment, acting only as a bailee of Creative Hire Pty Ltd.

12. Loss of or Damage to Equipment In case of loss, breakdown, or damage to the Equipment, the Hirer must immediately notify Creative Hire Pty Ltd. Notification does not relieve the Hirer of their obligations under these Terms. If the Equipment becomes unsafe or breaks down, the Hirer must cease use immediately and take steps to prevent further damage and potential injuries. Repairing or attempting to repair the Equipment without Creative Hire Pty Ltd's prior written consent is prohibited. The Hirer is liable for all costs incurred by Creative Hire Pty Ltd for repairing or replacing the Equipment, hire charges until repair or replacement, and any other related costs resulting from damage or loss due to the Hirer's negligence, wilful act, or breach of these Terms.

13. Release and Indemnity The Hirer releases and indemnifies Creative Hire Pty Ltd from third-party claims, actions, suits, demands, costs, and expenses arising from damage or injury to persons or property related to Equipment hire or the Hirer's breach of these terms.

14. Damage Waiver The Hirer agrees to pay a damage waiver to Creative Hire Pty Ltd to cover costs resulting from accidental damage to Equipment, provided such costs do not exceed 10% of the hiring fee for the specific item. If damage exceeds this threshold, Clause 7 applies. The damage waiver does not extend to or cover other Equipment damage or loss, including but not limited to:

- (a) Damage due to overloading, exceeding rated capacity, misuse, abuse, or improper servicing.
- (b) Damage or loss from Equipment disappearance.
- (c) Damage caused by Equipment use in violation of these Terms.
- (d) Damage or loss from unknown causes.

15. Insurance The Hirer must maintain, at their expense, appropriate insurance policies:

- (a) For theft and damage to the hired Equipment, with coverage equal to or exceeding the full replacement cost.
- (b) For liability, property, and casualty insurance, as necessary to protect Creative Hire Pty Ltd and its Equipment against all claims, loss, or damage.

16. Limitation of Liability To the maximum extent permitted by law, all warranties, conditions, and guarantees are excluded, and Creative Hire Pty Ltd's liability is limited to repairing or replacing the Equipment, supplying similar Equipment, paying for replacement or repair costs.

17. Security Interest These Terms create a security interest in favour of Creative Hire Pty Ltd in the Equipment, as per the Personal Property Securities Act 2009 (Cth). The Hirer agrees to cooperate and provide necessary information to help Creative Hire Pty Ltd perfect its security interest. The Hirer waives any future rights to receive verification statements or confirmations related to the interests created or provided for by these Terms.

18. Force Majeure If Creative Hire Pty Ltd is unable to fulfill its obligations due to causes beyond its control, such as acts of God, inclement weather, strikes, fires, or civil unrest, obligations under these Terms are suspended during the force majeure. Creative Hire Pty Ltd is not liable for any resulting loss or damage.

19. Credit Reporting The Hirer authorises Creative Hire Pty Ltd to:

- (a) Obtain credit reports containing personal information about the Hirer and their guarantors.
- (b) Obtain information regarding the Hirer's commercial credit activities.
- (c) Share credit information with credit providers for contract purposes, assisting the Hirer in avoiding payment defaults, notifying credit providers of defaults, and assessing creditworthiness.

20. Jurisdiction These terms and conditions are governed by the laws of Australia, and both the Hirer and Creative Hire Pty Ltd submit to the jurisdiction of Australian courts.

21. Charge The Hirer charges their estate and interest in any assets, tangible or intangible, in favour of Creative Hire Pty Ltd as security for all outstanding amounts. The Hirer agrees to execute a registrable instrument upon written request from Creative Hire Pty Ltd.

22. Miscellaneous If any Term becomes void or unenforceable, the remaining parts of these Terms remain in full force. Creative Hire Pty Ltd's failure to enforce any part of these Terms does not constitute a waiver of its rights for any subsequent breach by the Hirer.

Date: _____

Name: _____

Signature: _____