

TERMS AND CONDITIONS

1. INTERPRETATION

IN THIS AGREEMENT:

- 'Booking' means the booking or order constituted by the acceptance of these terms and the details and specifications set out in the Rental Agreement Confirmation;
- 'Commencement Date' means the commencement date for the Rental Period set out in the Rental Agreement Confirmation;
- 'Deposit' means a percentage stated on the Rental Agreement Confirmation of the Total;
- 'Goods' means the tent and furnishings described on the Rental Agreement Confirmation and any replacement for the tent and furnishings and includes all accessories and other equipment;
- 'GST' has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 'Guest' means any person who uses the Goods during the Rental Period;
- 'Hirer' means the person named as the contact on the Rental Agreement Confirmation;
- 'Owner' means Tenz and its substitutes, successors and permitted assigns, licensees, franchisees and/or agents;
- 'Price list' means the Owner's published price list which is current at the date of this agreement;
- 'Rental Period' means the period beginning on the date set out on the Rental Agreement Confirmation as the Commencement Date and ending on the date set out on the Rental Agreement Confirmation or, if the Goods are stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Goods have been stolen or damaged beyond repair;
- 'Total' means the total price of the Goods as set out in the Rental Agreement Confirmation or that may be agreed by any variation to the Rental Agreement Confirmation.
- Condition Report means the report documenting the condition of the Goods at the beginning of the Hire Period to be prepared by the Owner and reviewed and agreed upon with the Hirer on the Commencement Date.

2. CONDITIONS OF HIRE

RENTAL AGREEMENT:

2.1 The HIRER or prospective hirer (person hiring or intending to hire the equipment) by accepting to make a booking to hire the equipment enters into an agreement with Tenz whereby the hirer or prospective hirer agrees to the terms and conditions of hire as described below. Amounts outlined throughout this agreement are in Australian Dollars (\$AUD).

2.2 The OWNER agrees to rent the Goods to the Hirer for the Rental Period and the Hirer agrees to pay the Total, together with any applicable GST, on the terms and conditions set out in this agreement. The Hirer is entitled to use the Goods for the Rental period and for any agreed extension of the Rental Period. The Hirer agrees to perform its obligations under this agreement.

3. DEPOSIT:

The Hirer agrees that the Booking will only be deemed accepted by the Owner upon receipt of the Deposit. In the event of a cancellation of the Booking by the Hirer, the Deposit will be forfeited by the Hirer to the Owner as follows:

- (a) A fifty percent (50%) deposit is required once a booking has been made. Tenz reserves the right to cancel the Booking if the deposit payment is not received. The balance of the payment must be received no later than thirty (30) days prior to the hire date stated on the Rental Agreement Confirmation.
- (b) One hundred percent (100%) of the Deposit will be forfeited if the Booking is cancelled less than thirty (30) days prior to the Commencement Date; As per Rental Agreement

(c) Fifty percent (50%) of the Deposit will be forfeited if the Booking is cancelled more than thirty (30) days prior to the Commencement Date and the remainder of the Deposit will be refunded to the Hirer ; As per Rental Agreement

4. SECURITY BOND:

All hirers must agree to pay a Security Bond (amount payable will be advised at time of booking). The Security Bond will be refunded to the hirer within 7 working days after the item/s is returned unless loss or damage has occurred in which case it will be held until all costs are finalized and deducted from the bond money. An imprint of a MasterCard/Visa/American Express Card is required prior to all bookings. Any additional costs that need to be recovered will be charged against the hirer's credit card.

5. PAYMENT:

5.1 The Hirer agrees to pay the Total to the Owner by no later than Thirty (30) days prior to the Commencement Date, together with any applicable GST.

5.2 The Hirer acknowledges that the Owner will not deliver the Goods unless and until the Total has been paid and the relevant funds have cleared into the bank account nominated by the Owner.

5.3 The Hirer agrees to pay the other amounts set out on the Rental Agreement Confirmation calculated in accordance with the price list and any duties, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this agreement or the Hirer's hiring of the Goods.

5.4 Credit card Surcharges apply as per shown daily bank rate at date/time of payment shown on Rental Agreement confirmation.

5.5 All Music Festival bookings require the full Total payment at time of booking. Tentz reserves the right to cancel the Booking if the full payment is not received. In the event of a cancellation of the booking by the Hirer, the full payment will be forfeited by the Hirer to the Owner as follows:

(a) Fifty percent (50%) of the Total payment will be forfeited if the Booking is cancelled more than thirty (30) days prior to the Commencement Date, and the remainder of the payment will be refunded to the Hirer ; As per Rental Agreement

(b) One hundred percent (100%) of the full payment will be forfeited if the booking is cancelled less than thirty (30) days prior to the Commencement Date, as per Rental Agreement.

6. RESPONSIBILITY OF GOODS:

6.1 The Hirer is responsible for the Goods for the duration of the Rental Period and must reimburse the Owner the replacement cost for any Goods lost or damaged during the Rental Period, however such loss or damage may have been caused.

6.2 The Hirer is responsible for any and all expenses, losses, damages and/or claims incurred by the Owner arising from any negligence, omission, misuse or fault of the Hirer, its agents and any Guest.

6.3 If the equipment is returned damaged or inoperable the hirer agrees to pay Tentz the reasonable cost of the repair, or replacement in the event that an item is not repairable or not cost effective to repair. If damages exceed the bond monies then additional charges will be incurred. The Hirer will pay the outstanding monies via Direct Deposit the balance owing within 7 days. Should recovery of outstanding monies be warranted, all cost incurred recovering said monies (such as court costs, legal fees, debt collectors, interest accrued etc.), will be at the expense of the Hirer. If the equipment/s is deemed unreparable then full retail value of the item/s will be charged.

6.4 The Hirer is liable for the full replacement costs of any unreparable or missing Goods.

6.5 No cooking equipment is to be used inside any tents.

6.6 All equipment must be returned cleaned and well maintained.

6.7 Use of tea lights, candles or open flames of any type is strictly prohibited in and around any and all tent or similar structures associated with or incorporated into the Goods. This is dependent on the event, council regulations and locations.

6.8 There are no refunds, partial or otherwise, and no future credit accrued as a result of early return of the hire equipment.

7. HIRER'S WARRANTIES:

The Hirer warrants that:

- (a) The particulars on the Rental Agreement Confirmation are correct;
- (b) The Hirer will not breach any third party rights by its use of, or in connection with, the Goods; The Hirer must supply a list of guests to the Owner prior to arrival within 7 days of the event.
- (c) In selecting the Goods the Hirer has not in any way relied on the Owner's skill and judgment or on any representations made by or on behalf of the Owner and agrees that the Goods comply with their description, are in merchantable condition and are fit for the Hirer's purpose
- (d) The hirer and all parties using any of the hire items whether with or without the express permission of the hirer, understands and agrees that *Tentz* and any related parties are not liable for any costs or damages incurred by the hirer or any other such party as a result of theft of or from any of our equipment during the period of hire.
- (e) The hirer and all parties using any of the hire items whether with or without the express permission of the hirer, also indemnifies *Tentz* and any related parties with respect to any and all costs, damages or injuries (including such damages and injuries to third parties) incurred through the use, misuse or accident arising from the use or misuse of any of the hire products whether by negligence of *Tentz* or otherwise.
- (f) The hirer and all parties using any of the hire items whether with or without the express permission of the hirer, also indemnifies *Tentz* and any related parties with respect any and all costs, damages or injuries incurred through items left in the hire equipment which are received, handled or stored by *Tentz*, during or after the hire period whether by negligence or otherwise.

8. HIRERS OBLIGATIONS:

The Hirer must:

- (a) Keep the Goods in first class condition and only use them as they would be used by a careful and prudent owner;
- (b) Upon installation or delivery of the Goods immediately examine the Goods to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Goods. In accepting these Terms and Conditions the Hirer acknowledges that it will duly examine the Goods satisfy itself accordingly.
- (c) Protect the Goods from theft, damage and/or other risks at all times;
- (d) Be responsible for the actions or omissions of any Guest, whether authorized by the Hirer or not;
- (e) Not use the Goods for any illegal purpose including but not limited to possession or consumption of prohibited substances;
- (f) Only use the Goods in a safe and reasonable manner;
- (g) Report any damage to, or loss of, the Goods to the Owner immediately such damage or loss occurs;
- (h) Keep any part of the Goods that is a framed structure or a tent completely closed and secure while not in use during the Rental Period;
- (i) Not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without the prior written consent of the Owner;

(j) Not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Owner;

(k) Be liable for any breach of this agreement committed by the Hirer's servants or agents;

(l) Indemnify and hold harmless the Owner for any loss (including legal costs) incurred by the Hirer in relation to any breach of this agreement and for any liability arising out of any such breach;

(m) Not remove the Goods or any part thereof from the situation and position of its installation without the prior written consent of the Owner;

(n) Smoking is strictly prohibited in any and all tent or similar structures associated with or incorporated into the Goods.

9. INSTALLATION OF GOODS:

Either the Hirer or its representative must be present during or directly after the installation.

(b) Should the Hirer or its representative not be available during or directly after the installation then the Hirer waives their right to make changes to the installation without incurring additional installation charges.

(c) In the event of adverse weather conditions including winds above 20km/h, the Owner reserves the right to either postpone or cancel the installation due to workplace health and safety concerns. The Owner shall under no circumstances be liable to The Hirer for any delay, defective or non-performance under this Agreement as a result of adverse weather conditions. In the event of adverse weather, the Owner reserves the right to determine whether installation shall continue, if the Owner determines that, for safety reasons, the installation shall not continue, this agreement will be terminated and the Hirer shall have no claim whatsoever against the Owner. The Owner is entitled to recover its reasonable costs incurred attempting to install the Goods under this clause.

(d) The Hirer must ensure the Owner is provided with clear access to the site, free of any obstructions.

(e) The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must make any applications necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any relevant authority or organization.

(f) Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Owner by the Hirer. Where appropriate obtain a license from a Local Authority. Any requirements under the license must be notified to us in writing, at least twenty eight (28) days prior to the Commencement Date. Should the Owner for any reason be unable to comply with these requirements, then this Agreement will become void and the Hirer will be advised accordingly.

10. COLLECTION OF GOODS:

10.1 The Goods must be ready for collection by the Owner at the end of the Rental Period. All rubbish and personal property must be removed by the Hirer by the end of the Rental Period.

10.2 Should the Goods, in whole or in part, not be ready for collection at the end of the Rental Period, the Owner will be entitled to charge the Hirer an additional hire fee equal to one hundred percent of the total for each day of the Booking, for every additional day or part thereof that the Goods are retained by the Hirer. The Owner will also be entitled to charge the Hirer for any additional transportation costs incurred as a result of the Hirer's failure to arrange for the Goods to be ready for collection.

11. TRANSPORTATION CHARGES:

The Owner is not responsible for any transport, freight or shipping charges for dispatching the Equipment to the Hirer or return of the Equipment to the Owner. Any such charges will be included in quoted costs.

12. COMPLETION OF THE HIRE PERIOD:

At the discretion of The Owner, the hire period may only be completed when the Equipment has been returned to The Owner in the same condition as when it was hired:

- (a) On or by the date and time outlined in the Hire Agreement, or
- (b) Shall be deemed completed on the date agreed for pick-up by The Owner)
- (c) Where pick-up is agreed The Owner shall arrange to pick-up the Equipment within a reasonable period after a request to do so and shall issue the Hirer with a pick-up number.
- (d) The Hirer agrees to maintain the responsibility for the Equipment whilst it is awaiting pick-up.

13. INSURANCE:

The Hirer will maintain at its own expense all appropriate policies of insurance:

- (a) For theft and damage to the Goods hired in an amount not less than the full replacement cost of the Goods;
- (b) For liability, property and casualty insurance coverage in amounts necessary to fully protect the Owner and its Goods against all claims, loss or damage whatever.

14. REPOSSESSION AND INSPECTION:

- (a) The Hirer grants to the Owner a right of access to the Hire Address at all times to inspect, repair and/or examine the Goods and in case of breach of this agreement, to repossess the Goods.
- (b) The Owner may retake possession of the Goods if the Hirer breaches any provision of this agreement.

15. EXCLUSION OF LIABILITY

- (a) 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 Goods by the Hirer or any third party using the Goods during the Rental Period, or these Terms and Conditions.
- (b) The Owner will not be responsible for and the Hirer will indemnify the Owner against any and all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage caused by faulty material or workmanship or negligence on the part of the Owner.
- (c) The Owner takes no responsibility for the actions of any third party providers who may operate alongside the Owner from time to time. The Hirer participates in activities and events run by third party providers at its own risk and the Owner will not be responsible for any loss or damage caused in connection with any third party provider or activity run by a third party provider.

16. SECURITY DEPOSIT:

The Hirer agrees to provide the Owner with a security deposit per tent and credit card details to be served as a security to fulfill any of the Hirer's obligations under this agreement. For that purpose, the Hirer authorizes the Owner to charge the credit card used to place this booking for any damages caused to the Owner by the Hirer breaches any part of this agreement.

17. FORCE MAJEURE:

While every effort will be made by the Owner to carry out any Booking accepted, the full performance of a Booking is subject to variation or cancellation by the Owner consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labor or any other cause beyond the control of the Owner.

18. TERMINATION OF HIRE:

The Owner may terminate the hire at any time whereupon any goods delivered to the Hirer shall be returned to the Owner forthwith. The Hirer shall have no claim for such termination. If the Hirer cancels a booking, the Hirer shall pay the Owners liquidated damages. Upon termination of this hire agreement the Owner shall be entitled to

take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner as its agent and authorizes the Owner to enter on any land or premises owned by or under the control of the Hirer upon which the Equipment is then situated and agrees to indemnify the Owner in respect of any claims, damages or expenses arising out of the action taken pursuant to this provision.

19. DISPUTES:

Both The Owner and the Hirer agree that any disputes arising from the hire and use of the Equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.

20. TITLE TO GOODS:

The Hirer acknowledges that the Owner retains title to the Goods and that the Hirer has rights to possess the Goods as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Goods and agrees not to do so. The Hirer also agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession session of or otherwise deal with the Goods and not to conceal or alter the Goods or make any addition or alteration to, or repair of, the Goods.

21. NO WAIVER:

Time is of the essence of this agreement, except that no delay by the Owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

Due to our commitment to continual improvement, prices and specifications are subject to change without notice.

22. ANY COUNCIL REQUIREMENTS AND UNDERGROUND SERVICE LOCATING TO BE CARRIED OUT BY HIRER PRIOR TO INSTALLATION OF ANY EQUIPMENT NEEDING SUCH APPLICATIONS:

(a) The Hirer is responsible for any council applications and fees associated with such application including those for the locating and marking of any underground service.

(b) The Owner will not be held liable for any penalty payable due to the Hirer not carrying out their legal obligations for such local council requirements or damage to any services not having been located and informed to the Owner and staff installing the hired equipment.

23. ACCESS TO ELECTRICITY:

The Hirer agrees that the Owner shall have access to and the right to use the Hirer's electrical and power lines for the purpose of installation and operation of the Equipment

24. TRANSPORTATION CHARGES:

The Owner is not responsible for any transport, freight or shipping charges for dispatching the Equipment to the Hirer or return of the Equipment to the Owner. Any such charges will be included in quoted costs.

PLEASE RESPECT AND LOOK AFTER THE EQUIPMENT YOU HIRE AS IF IT WAS YOUR OWN.