

Hire Period

The hire period starts on «Event_Start_Date» and ends on «Event_End_Date» or on Council terminating this agreement earlier pursuant to clause. If a hirer fails to return equipment by the specified date an additional days hire rate will apply for every day the equipment is not returned. The hirer must return all of the equipment to Council in the same state and condition that it was in at the start of the hire period and free from any encumbrance or other interest (whether registered or not) adverse to the interest of Council. If the equipment is not returned in the same state the Council will charge the hirer for either repair, replacement or cleaning of the equipment.

Hire Fee Costs and Payment

The hirer must pay the total hire fee (i.e: including GST if any) in one payment in full at the end of the hire period or on the earlier return of the equipment.

The hirer must pay any additional costs and disbursements due to Council under this agreement by one payment in full the end of the hire period or on the earlier return of the equipment.

All payments due to Council under this agreement must be in cleared funds by way of cash or cheque.

Possession and Risk

The risk in the equipment passes with possession of the property to the hirer at the start of the hire period.

Insurance

The hirer must at its cost insure and keep the equipment insured during the hire period under a policy of insurance first approved by Council in the names of Council and the hirer for their respective interests. The hirer will provide evidence of such insurance cover to Council immediately on request.

Suitable Purpose

The hirer must not use the equipment for any purpose other than for or incidental to the Event described in Schedule 1. The hirer is deemed to have satisfied themselves at the start of the hire period that the equipment, as is, is suitable and sufficient for the purpose of the Event. The hirer must not alter, add to or in any way change the equipment without the permission of Council which permission may be refused in Council's sole discretion. The hirer is not entitled to exchange any of the equipment or seek a refund or claim any compensation in the event the equipment is not suitable and sufficient for the purpose of the Event.

Use and Maintenance

The hirer shall use the equipment in a skilful and proper manner and in accordance with law.

The hirer must, at its own cost, keep the equipment in good and substantial condition, reasonable wear and tear excepted. If the hirer fails to comply with the terms of clause 12 Council may carry out any repairs or replacement of the equipment required by virtue of the hirer's neglect or misuse and recover from the hirer the cost of such repair and replacement.

No Assignment or Disposition

The hirer must not, and must not agree to, sell, assign, mortgage, lend out or otherwise dispose of or deal with all or any part of the equipment in a manner that is prejudicial to Council's rights but will at all times keep the equipment in the hirer's possession.

The hirer acknowledges that the rights and privileges conferred by this agreement:

Are personal to the hirer and the hirer must not attempt to assign or part with such rights and privileges to any other person or body;

Are of a contractual nature only and do not give the hirer any ownership rights in the equipment save for the right of possession.

Limitation of Liability

The Council has no responsibility or liability in respect of any third party or for any damage, injury or loss suffered to or by the hirer or any third party or property occasioned by the hirer's use and possession or right to possession of the equipment during the hire period.

The hirer shall not be entitled to recover from the owner any sum for any delay, inconvenience or loss of any kind to any accident or defect of the chattel or from any other cause whatsoever.

Indemnity

The hirer will keep Council indemnified against any and all actions, fines, penalties or other loss or damaged occasioned by any breach of the hirer's obligations under this agreement.

Default

If the hirer fails to pay the hire fee or any part of it as they fall due in accordance with clause the Council may require that interest of 2% per annum calculated on that part of the hire fee that has fallen due must be paid for the period during which the default occurs. The hirer must pay all the Council's legal costs and disbursements, collection charges and other costs and disbursements incurred by Council on account of the hirer's default.

Entire Agreement

The hirer acknowledges that they have read the contract and accept the above terms and conditions as final and conclusive unless varied by the parties in writing.