

## TERMS AND CONDITIONS OF HIRE (FOLDING TABLES DIRECT)

1 These are the terms and conditions of hire of Folding Tables Direct Pty Limited ABN 32 084 543 232 ("FTD"). They are accepted when an order is placed by the Hirer and are the terms for any order made with FTD. These terms can only be varied in writing by mutual agreement.

2 "Hirer" means person/s or company hiring the Goods.

3 The "Period of Hire" is specified on the order form and commences when Goods are dispatched from FTD and ceases when the Goods are returned to or collected by FTD or otherwise determined in accordance with these terms.

4 "Goods" are those items identified on the order form or invoice.

5 FTD may cancel the Hire at any time if through circumstances beyond its control it is unable to provide the Goods.

6 Any quotation given by FTD is valid for 7 days only.

7 The minimum period of hire is 1 week unless otherwise agreed in writing.

8 Any part day of hire, whether arising out of a default by the Hirer or not, is deemed to be a full day.

9 The hire charges are payable for the period of hire inclusive of the date of dispatch and are set out in the order form.

10 Acceptance of the quotation is subject to receipt of a purchase order (for credit account Hirers) or payment of a non-refundable booking fee by EFT, credit card, or cash (for non-credit account Hirers). The booking fee will be 20% of the invoiced amount (excluding delivery) or \$50, whichever is the greater. If the total Price is less than \$50, full payment is required at the time of booking and will be treated as a booking fee.

11 Unless otherwise agreed, the Hirer shall pay for the Goods prior to or upon the commencement of the period of hire.

12 Acceptable forms of payment are cash, cheque, credit card or EFT. A 2% Visa/MasterCard/AMEX surcharge applies to any credit card payments.

13 Payment for additional charges such as penalties, additional period of hire, damage, including other charges for repossession will be paid immediately when FTD invoices the Hirer.

14 In the event that the Hirer cancels a booking more than seven (7) days before the agreed delivery date, the booking fee will be credited against a subsequent booking made by the Hirer provided that the subsequent booking is made within 12 months of the original event date. Any balance remaining will be refunded to the Hirer.

15 In the event that the Hirer cancels a booking less than one week but more than 48 hours before the agreed delivery date, the booking fee will be forfeited.

16 In the event that the Hirer cancels a booking less than 48 hours before the agreed delivery date, full payment is to be made.

17 The Owner may elect to waive or vary this cancellation clause at their absolute discretion

18 If agreed, FTD will deliver the Goods to the Hirer's nominated address. FTD reserves the right to refuse delivery where the premises of the Hirer are not reasonable accessible.

19 The Hirer can only return Goods during FTD's business hours which are 9 am to 4 pm weekdays.

20 Delivery is made when FTD delivers the Goods to the Hirer's nominated delivery address or the Hirer takes delivery at FTD's depot. Risk shall pass to the Hirer either upon dispatch or when FTD delivers the Goods to the Hirer's nominated address. FTD bears no responsibility for any damage theft of goods or any loss which occurs once goods have been dispatched to the Hirer, or delivered by FTD to the Hirer's nominated address.

21 FTD will not pick up the Goods unless it receives 3 clear days' notice and the Goods are stacked and accessible and provide labour. If the Hirer fails with the requisite notice or in the provision of loading assistance then the Goods will remain on hire or FTD may charge a reasonable hourly charge for the provision of labour.

22 Apart from fair wear and tear the Hirer is responsible for any loss or damage to the Goods or arising out of the use of the Goods (including theft) during the hire including up until they are collected or returned.

23 In the event of default or malfunction the Hirer shall notify FTD in writing within 24 hours. The Hirer will not repair, attempt to repair, cause to repair the Goods without the prior written consent of FTD.

24 The Goods will remain at all times the property of FTD.

25 The fitness for purpose, condition, description, assembly, manufacturer, design and performance of the Goods, whether implied by statute common law, trade use, custom or otherwise is expressly excluded.

26 The liability of FTD is limited to the cost of repair or replacement of the Goods on hire and FTD is not responsible for any loss including indirect loss or consequential losses suffered by the Hirer or any party, however caused during the hire including but not limited to loss of turnover, profits, business, goodwill or liability to any other party.

27 FTD is not liable for loss or damage arising out of its failure to meet any delivery date or variation, cancellation or suspension of the hire.

28 Any leniency indulgence or extension of time granted by FTD will not be a waiver of these conditions.

29 In these conditions a reference to a person includes a partnership and a body or entity whether corporate or otherwise.

30 The owner may terminate the hire if  
(a) the Hirer commits or permits any breach of these terms and conditions;  
(b) the Hirer is made insolvent or enters a scheme of arrangement.

31 Upon default and termination FTD may without prejudice to any other remedy:  
(a) require immediate payment of all money due;

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(b) charge interest on any overdue sum at a rate prescribed pursuant to regulations of the Supreme Court Act 1970

(c) charge the Hirer for any costs arising out of the default including legal costs and expenses;

(d) charge the Hirer for the cost of repairing or replacing any loss, damaged or destroyed Goods;

(e) charge the Hirer for any lost hire charges arising out of the unavailability of lost, damaged or destroyed Goods;

(f) claim damages from the Hirer.

(g) charge the Hirer by credit card debit for any damage to Goods which may arise. It may do so during or after the hire.

32 If the hire is terminated the Goods must be immediately made available for collection. FTD has the right to enter any premises where the Goods are kept to repossess them without liability for any damage caused and the Hirer will indemnify FTD for any liability which arises out of that repossession to any third party for any damage or costs and expenses arising.

33 The Hirer cannot assign the hire to any third party or encumber any of FTD's Goods.

34 No representation warranty made by FTD shall apply unless expressly given in writing.

35 The laws and courts of New South Wales shall determine any dispute between the parties.