



SPECIAL TERMS AND CONDITIONS

1. **ORDERS: MUST BE RECEIVED NOT LESS THAN 7 DAYS PRIOR TO EXHIBITION OPENING.**
2. **LATE ORDERS:**
 - 2.1 ORIGINAL ORDERS PLACED WITHIN 48 HOURS OF EXHIBITION OPENING AND SPECIAL DELIVERIES MAY BE SUBJECT TO AN ADDITIONAL 10% CARTAGE ON HIRE CHARGES.
 - 2.2 ORIGINAL ORDERS PLACED WITHIN 24 HOURS OF THE EXHIBITION OPENING AND SPECIAL DELIVERIES WILL BE SUBJECT TO AN ADDITIONAL 10% CARTAGE ON HIRE CHARGES.
3. **SPECIAL DELIVERIES: DELIVERIES OUTSIDE OWNERS NORMAL DELIVERY TIME WILL BE SUBJECT TO ADDITIONAL CHARGES.**
4. **CANCELLATIONS: ALL GOODS CANCELLED AFTER DELIVERY WILL BE CHARGED AT FULL RATE PLUS CARTAGE. ALL GOODS CANCELLED WITHIN 24 HOURS OF EXHIBITION OPENING BUT PRIOR TO DELIVERY WILL BE CHARGED AT A MINIMUM OF HALF RATE PLUS OTHER APPLICABLE CHARGES.**
5. **AVAILABILITY: ORDERS AND PAYMENTS RECEIVED AND ALL GOODS AND ITEMS LISTED ARE SUBJECT TO STOCK AVAILABILITY AT THE TIME.**
6. **HIRE RATES, ALL QUOTED RATES ARE FOR THE DURATION OF THE EXHIBITION TO A MAXIMUM OF PRICING AND DURATION 10 DAYS OR IN THE CASE OF GENERAL HIRE FROM 3 TO 7 DAYS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE (RATE & PRICE INCREASES WILL NOT APPLY TO ORDERS ALREADY PLACED AND PAID FOR.)**
7. **STAMP DUTY THE EXHIBITION HIRE RATE INCLUDES ALL GOVERNMENT STAMP DUTY & DAMAGE WAIVER: AND DAMAGE WAIVER CHARGES.**
8. **GST: ALL HIRE AND OTHER CHARGES QUOTED ARE GST EXCLUSIVE. THE GST WILL BE ADDED TO ALL CHARGES THAT ARE SUBJECT TO GST.**
9. **DELIVERY AND ALL GOODS WILL BE DELIVERED THE DAY OR MORNING PRIOR TO THE OPENING AND PICK UP: MUST BE AVAILABLE FOR COLLECTION IMMEDIATELY FOLLOWING CLOSURE OF THE EXHIBITION OR EVENT.**
10. **SALE ITEMS: SALE ITEMS ORDERED AND DELIVERED SEPARATELY TO HIRE GOODS WILL INCUR AN (CARTAGE) ADDITIONAL CARTAGE CHARGE (MINIMUM \$20.00 - P.O.A.)**
11. **HIRER'S GOODS: THE HIRER INDEMNIFIES THE OWNER IN RESPECT OF ANY LOSS OR DAMAGE TO PROPERTY (INCLUDING THE HIRER'S) OR PERSONS CAUSED BY THE USE, OPERATION OR KEEPING OF THE HIRE GOODS FOR ANY REASON WHATSOEVER DURING THE PERIOD OF HIRE INCLUDING ANY ITEMS OR EQUIPMENT LEFT EITHER IN OR ON HIRE GOODS FOLLOWING CLOSURE OF THE EXHIBITION OR EVENT (SEE CLAUSE 7 BELOW).**
12. **CLAIMS: CLAIMS RELATING TO THE QUALITY OF THE GOODS AND/OR SERVICES PROVIDED (INCLUDING ANY MISSING OR DAMAGED ITEMS) MUST BE MADE IMMEDIATELY. ONLY CLAIMS MADE WITHIN 2 HOURS OF THE OPENING OF THE EXHIBITION OR EVENT WILL BE CONSIDERED. AUDIO VISUAL OR OTHER ELECTRICAL EQUIPMENT WHICH MALFUNCTIONS DURING THE EVENT MUST BE REPORTED IMMEDIATELY AND WILL BE REPAIRED OR REPLACED AS SOON AS POSSIBLE.**
13. **EVENT CANCELLATION: A 10% PRE PREPARATION CHARGE WILL BE INCURRED IF AN EVENT IS CANCELLED AND REFUND IS OFFERED.**

GENERAL TERMS AND CONDITIONS

1. THE Owner will let on hire to the Hirer for the period and at the rental, the furniture, chattels and effects set out in the Contract hereto (hereinafter referred to as 'the goods').
2. THE Hirer shall pay the full amount of the rental and cartage and the deposit (if applicable) set out in the Contract for securing the performance of the Hirer's obligation under this agreement which deposit shall be refunded to the Hirer upon delivery of the goods to the Owner PROVIDED HOWEVER that the owner shall be entitled to apply the whole or part of the said deposit (if applicable) in or towards the satisfaction of any amount payable by the Hirer as a result of any breach by the Hirer of his obligation under this lease.
3. THE goods shall be delivered by the Owner at the Hirer's expense to the place of hire on or before the date set out in the Contract. The Hirer shall immediately following closure of the event on the date specified in the Contract have the goods available for collection by the Owner at the Hirer's expense.
4. IN the event that the goods are not available for collection nor delivered to the Owner on the date specified in the Contract the Hirer shall pay to the owner the further rent for each additional day of hire or part thereof until the goods are delivered to the owner.
5. THE Hirer shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the said goods or any of them or any interest in them or any of them or with any interest in this agreement but will keep the goods in his own possession and will not remove the same or any of them from the place of hire mentioned in the Contract without the consent of the owner in writing and will not cause or allow any of the said goods to be so affixed to the premises being the place of hire as to become fixtures and will not create or allow to be created any lien upon the goods and will duly and punctually pay all rates, taxes, charges and impositions payable in respect of the premises whereon the goods shall for the time being be situated and produce all receipts for such payments to the owner on demand and will protect the goods against distress, execution or seizure and indemnify the Owner against all losses, costs, charges, damages and expenses incurred by him by reason or in respect thereof.
6. THE Hirer shall at all times use the goods in a proper manner and shall at his own expense service, clean and maintain the goods in good and substantial repair and condition reasonable wear and tear excepted.
7. THE Hirer hereby indemnifies the Owner in respect of any loss or damage to property or persons caused by the use, operation or keeping of the goods for any reason whatsoever during the period of hire.
8. THE Hirer shall be responsible for any loss of or damage to the goods for any reason whatsoever except the loss or damage which is caused by reasonable wear and tear and the Owner shall be entitled to deduct the cost of replacement or repair from the deposit if applicable or to claim compensation for any such loss or damage from the Hirer such compensation to be paid within fourteen (14) days of receipt of written advice of such claim by the Hirer from the Owner.
9. Included in the Exhibition Hire Charges is a charge for damage waiver in consideration of which the Owner agrees to waive the liability of the Hirer for accidental loss or damage to the goods only.
10. Damage to CARPET TILES including cutting, spillage of oil, water or other substances, damage by vehicles or any other cause other than reasonable wear and tear is specifically excluded from the provisions of clause 7 above and the Hirer will be required to compensate the Owner for any such damage at full replacement cost plus damages.
11. IN the event of a break-down or failure of the goods the Hirer shall return the goods to the Owner's premises forthwith and on no account shall repair or attempt to repair the goods without the prior consent of the owner. In the event that such break-down or failure is caused by reasonable wear and tear and not by the Hirer's negligence or misuse then the period of hire in respect of such goods shall be determined upon such return of the goods to the Owner. In no event shall the Owner be responsible for any expenditure and damages and/or loss incurred by the Hirer arising out of any break-down or failure of the equipment whether caused by fair wear and tear, negligence on the part of the Owner or any other person or any other reason whatsoever.
12. THE Hirer shall allow the Owner access at any time during normal business hours to inspect the goods and to enter into and upon any premises where the goods are or are presumed to be for any purpose incidental to or arising out of this agreement.
13. THE Owner may notwithstanding the specified period of hire and notwithstanding any waiver of any previous default forthwith terminate this agreement and repossess the goods in any of the following events:
 - (a) if the Hirer fails to pay any hiring charges on or before the due dates.
 - (b) if the Hirer shall do or permit any act or thing to be done whereby the Owner's rights in any of the goods may be prejudiced.
 - (c) if the Hirer shall 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 company should an order be made or a resolution passed for the winding up of such company.
 - (d) if the Hirer commits any breach of this agreement.
14. UPON termination of this agreement for any reason whatsoever the Owner may enter into or upon any premises where the goods may be without prejudice to the rights of the Owner to recover from the Hirer any monies due hereunder or any damages for breach hereof and the Hirer indemnifies the Owner in respect of any claims damages or expense arising out of any action taken under this Clause.

Terms of Payment & Conditions of Hire: Hire is subject to the terms and conditions found at www.expoevolution.com.au/terms.aspx

Confirmation and/or payment of this order is an acknowledgement of the hirer's acceptance of the Terms and Conditions.