

## **Equipment Hire**

Event Personnel Australia offer the use of our Trucks and Vans for hire. These vehicles come with qualified Event Personnel Australia drivers. We also supply equipment for Events.

### **7 EQUIPMENT**

#### **Transit Responsibility**

7.1 During the transportation of hired equipment, including furniture, via our trucks or vans accompanied by our drivers, the responsibility for any damages, loss, or theft incurred during transit shall solely rest with the hirer.

#### **Insurance Requirement**

7.2 It is the responsibility of the hirer to ensure that adequate insurance coverage is in place to safeguard against any potential damages, loss, or theft of the hired equipment during transit. Our company shall not be liable for any such incidents occurring during transportation.

#### **Indemnification**

7.3 The hirer agrees to indemnify and hold harmless our company, its affiliates, employees, and agents from any claims, damages, losses, liabilities, and expenses arising out of or related to the transportation of the hired equipment, including but not limited to those resulting from negligence, misuse, or inadequate securing of the equipment during transit.

#### **Inspection Upon Receipt**

7.4 Upon receipt of the hired equipment at the designated destination, the hirer shall inspect the items for any damages or discrepancies and notify our company immediately of any issues observed. Failure to do so may result in the assumption that the equipment was received in good condition.

#### **Limitation of Liability**

7.5 In no event shall our company be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the transportation of the hired equipment, even if advised of the possibility of such damages.

#### **Force Majeure**

7.6 Our company shall not be liable for any delay, damage, or failure to perform its obligations under this clause if such delay, damage, or failure is caused by circumstances beyond our reasonable control, including but not limited to acts of nature, governmental actions, accidents, or strikes.

### **8 EQUIPMENT HIRE DAMAGE AND LIABILITY RESPONSIBILITIES**

#### **Return Condition**

8.1 The hirer agrees to return all hired equipment in the same condition as it was received, normal wear and tear excepted, upon the expiration or termination of the hire period.

#### **Responsibility for Damage or Loss**

8.2 If any hired equipment is returned damaged, inoperable, or missing, the hirer shall be solely responsible for covering the costs associated with repair, restoration, or replacement of the damaged or missing items.

#### **Assessment of Damage**

8.3 Our company reserves the right to inspect the returned equipment promptly upon receipt to assess any damages or discrepancies. The cost of repair or replacement shall be determined by our company's assessment of the extent of the damage or loss, and the hirer shall be notified accordingly.

#### **Payment Obligation**

8.4 Upon receipt of notification of damage or loss, the hirer agrees to promptly reimburse our company for all costs incurred to repair, restore, or replace the damaged or missing equipment, including but not limited to labour, materials, and shipping expenses.

#### **Failure to Return or Pay**

8.5 If the hired equipment is not returned, or the hirer fails to pay for the costs of repair or replacement within a reasonable timeframe, our company reserves the right to take legal action to recover the outstanding amounts, including seeking compensation through appropriate legal channels.

#### **Authorization for Charges**

8.6 By agreeing to these terms and conditions, the hirer authorizes our company to charge the payment method provided for any costs associated with repairing, restoring, or replacing damaged or missing equipment, in accordance with the terms outlined herein.