

# Terms & Conditions

## Standard Terms & Conditions Definition

"Owner" means Fusion Exhibitions Pty. Ltd. ABN 44 609 727 933;

"Hirer" means the person hiring the Equipment from the Owner;

"Equipment" means all properties which the Owner agrees to hire to the Hirer;

"Price" means the price for hiring the Equipment, as shown on the order or subsequently agreed between the Owner and Hirer;

"Claims" means any claim, legal action or liability for damages or compensation; liability to pay any fine or penalty; expenses, including repair and legal costs; consequential losses; and injury, including personal injury and death.

## 1. Payments

Payment is required in full prior to delivery by EFT, Credit Card, Cash or Cheque. A 1.5%+GST credit card fee will be charged on credit card transactions when using VISA or Mastercard. We do not accept AMEX/Diners.

## 2. Prices

Exhibitions: Prices are for the duration of the Exhibition not exceeding 10 days.

General Hire: Prices are for a period not exceeding 7 days. Minimum order for general hire is \$500.00+GST (not including delivery or collection) and a damage waiver of 9.0%+GST.

All transactions are processed in Australian Dollars. Prices do not include GST, damage waiver, delivery or collection. All items are subject to availability. The Owner reserves the right to change prices or our terms and conditions at any time.

## 3. Delivery and Installation

An additional charge will be made for delivery and/or collection. The rate is 27.5%+GST of the hire cost with a minimum charge of \$100+GST capped at \$1000+GST for Darwin and the surrounding area during normal business hours. Our Business Hours are 9.00am to 5.00pm Monday to Friday excluding public holidays. SPOA for costs outside the Darwin and the surrounding area. The Owner's in writing. All Equipment must be available for collection immediately after the Exhibition. No responsibility will be taken for any items left in or on our Equipment after close of the Exhibition. The Hirer will bear full responsibility for the Equipment hired from the time of its delivery until collection by or return to the Owner. For "General Hire" after hours delivery and collection rates may apply.

## 4. Fuel Levy

Where fuel costs increase beyond our reasonable control, we may introduce or vary a fuel levy. Any fuel levy will be clearly identified on invoices and may be adjusted from time to time.

## 5. Damage Waiver

Damage Waiver is an additional 9.0%+GST fee payable by the Hirer to cover accidental damage and costs associated with normal wear and tear of the Equipment. It does not cover:

- damage resulting from misuse, abuse, or vandalism of Equipment.
- damage, disappearance or loss of Equipment from any unknown cause.
- damage caused by the use or operation of Equipment in contravention of any conditions of this agreement. All damaged or broken items must be returned to the Owner or they will be classed as lost items, which must be paid for.

## 6. Damage or Loss

The Hirer shall at all times be liable for the loss of, or damage (other than accidental damage which is covered by the damage waiver) to the Owner's hire Equipment from whatever cause, from the time of delivery to when the goods are collected. Any damage must be reported to the Owner immediately on +61 8 8947 1990.

## 7. Late Orders

Effective for orders placed inside 7 days of the event and during move in are to be charged an additional late order fee of \$100.00+GST.

## 8. Cancellations

Refunds do not apply to goods cancelled after delivery. For the Owner's Equipment a cancellation fee equivalent to 50% of the hire order value shall be made where the cancellation occurs less than 7 days prior to the date of commencement of the hire. For sub contracted Equipment cancellation terms as per sub contractors companies terms and conditions.

## 9. Debt Collection

Any costs, expenses or disbursements incurred by the supplier in recovering any outstanding monies including debt collection, agency fees and solicitor's costs shall be paid by the Hirer.

## 10. Other

All items ordered are subject to availability. No responsibility is accepted for non delivery of goods where payment has not been made in advance or made available at the time of delivery. All hire goods remain the property of the Owner at all times. The Owner retains the right to alter, vary or substitute any item without notice. The Owner retains the right to remove goods at any time if the items are being mistreated or not used for the purpose for which they are designed or intended. Additional charges (including labour charges) may apply for delivery outside of normal business hours, on weekends or public holidays, orders received less than 48 hours prior to delivery, delivery outside of Darwin and the surrounding area, for design, consultancy and other similar services provided in connection with the

hire of the Equipment for the Hirer's event, if the site is not adequately prepared for delivery and/or installation of the Equipment, if we cannot obtain access to the site, if the Hirer fails to be in attendance at the agreed time for delivery or collection of the Equipment, cleaning the Equipment where it has been returned in an unclean state, for service calls to the site during the hire period, enforcing any provision of the from a variation to the Contract, including without limitation: a change in the type of Equipment required; a change in the position where the Equipment is to be or has been installed upon the site; a change in the location of the site; or a change in the delivery or collection instructions from those first agreed. All prices or price lists published by the Owner may be changed without notice. Our Business Hours are 9am to 5.00pm Monday to Friday.

## 11. Payment Terms

The Hirer agrees to pay the Owner's hire charge and any other charges, including charges for loss, damage and repairs or any tax, GST, duty, levy, or other expenses paid or payable by the Owner. If not otherwise specified by the Owner in writing all hiring charges including taxes and duties are to be paid prior to delivery of the Equipment. The Hirer agrees to pay and expenses incurred or loss suffered by the Owner as a result of breach of the Hirer of its obligation pursuant to the Terms (including legal costs on a solicitor client basis) and to pay all costs and expenses incurred by the Owner, its legal advisers, mercantile agents and others in respect of anything instituted or being considered against the Hirer, whether for debt, possession of any Equipment or otherwise.

## 12. Termination of Hire

The Owner at its discretion may notwithstanding the specified period of hire and notwithstanding any waiver of any previous default by the Hirer forthwith terminate this Agreement with or without notice to the Hirer and repossess the Equipment in any of the following events:

- If the Hirer shall fail to pay any hiring charges within two (2) days of the due date for such payment
- If the Hirer shall do or permit any act or thing whereby the Owner's rights in the Equipment are or may be prejudiced
- If the Hirer should 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 limited company, should any order be made or resolution be passed for the winding up of such company or an Administrator, Receiver or Manager be appointed.
- If the Hirer commits any breach of the Agreement. For the purposes of repossessing the Equipment, the Owner may enter into or upon any site where the Equipment may be without prejudice to the rights of the Owner to recover from the Hirer any moneys due hereunder or any damages for breach thereof and so far as allowed by law the Hirer indemnifies the Owner in respect of any claims, damages or expenses arising out of any action taken under this clause.

## 13. Hirer's Obligations

The Hirer will:

- bear responsibility for the Equipment hired from the time of its delivery until collection by or return to the Owner;
- upon installation, delivery or collection of the Equipment immediately examine the Equipment to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Equipment. In accepting the Equipment the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as required. The Hirer acknowledges that it has not in any way relied upon the skill or judgement or any representation made by or on behalf of the Owner in respect of the Equipment, its purpose, suitability or performance. Should the Hirer alter its installation or delivery requirements prior to, during, or after installation or delivery, the Hirer is liable for all extra costs of the Owner's employees and cartage;
- assume the risk of and indemnify and hold the Owner harmless from and against any and all property damage and personal injury resulting from:
  - the use of the Equipment;
  - contact with underground cables, pipes, services or other obstructions;
  - all necessary surface repairs.
- use the Equipment in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed.
- ensure all Equipment is returned or ready for collection by the Owner's driver, in a clean dry and properly packed condition and if collected, is readily accessible. The Hirer will pay for all cleaning and drying costs and for any damage resulting from not properly drying, cleaning and/or packing the Equipment.

## 14. Loss or Damage of Equipment

If the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under these terms. In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall immediately stop using the Equipment and take all necessary steps to prevent the Equipment from sustaining any further damage. The Hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment and must not repair or attempt to repair the Equipment without the Owner's prior written consent. If the Equipment is lost or damaged and the loss of or damage to the Equipment is caused by the negligence or wilful act of the Hirer or the breach of any of these terms by the Hirer, the Hirer shall without limitation be liable for the following:

- any costs incurred by the Owner in repairing or replacing the Equipment
- hire charges for the Equipment until the Equipment is replaced or repaired;
- Any other costs whatsoever incurred or loss suffered by the owner as a result of the damage to or loss of the equipment

## 15. Indemnity

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 Equipment by the Hirer on these terms.

## 16. Insurance

The Hirer will maintain at its own expense all appropriate policies of insurance: (a) for theft and damage to the Equipment hired in an amount not less than the full replacement cost of Equipment;

- for liability, property and casualty insurance coverage in amounts necessary to fully protect the Owner and its Equipment against all claims, loss or damage whatsoever.

## 17. Price List

Any prices or price list published by the Owner may be changed without notice.

## 18. Claims

Any claim relating to the quality of the Equipment or services provided must be made at the time of delivery or during the Exhibition/Event. NO CLAIM will be recognised after the Exhibition/ Event closes.

**\*Prices exclude GST, damage waiver, delivery or collection and are for the duration of the exhibition, not exceeding 10 days, general hire not exceeding 7 days. Items are subject to availability. Fusion Exhibitions reserves the right to change prices or our terms and conditions at any time [www.fusionexhibitions.com.au](http://www.fusionexhibitions.com.au)**