

SCHEDULE 1 - CONDITIONS OF HIRE

1. DEFINITION/INTERPRETATION

1.1 **Conditions of Hire** means these Conditions of Hire; **Equipment** means all equipment hired by Excel Events to the Hirer at the Hirer's request; **Excel Event Equipment Hire** means Excellent Events Pty Ltd ACN 120 685 172, and its subsidiaries, successors, assigns and associated companies and their servants and/or agents, and when used, the words "we", "us", and "our" are references to Excel Event Equipment Hire; **Hire Agreement** means the Hire Agreement as defined in clause 3.2 of these Conditions of Hire; **Hirer** means the Hirer hiring the Equipment, and when used, the words "you" and "your" are references to the Hirer; **Interest Rate** means the rate of 17% per annum; **Order** means the Order or Quote form listing the equipment offered to be hired by the Hirer; **Payment Date** means the date for payment specified on any tax invoice provided to the Hirer or otherwise agreed between the Hirer and Excel Event Equipment Hire; **Picking Slip** means Excel Event Equipment Hire hire docket provided upon delivery listing the Equipment hired by the Hirer from Excel Event Equipment Hire at the Hirer's request.

2. OFFER TO HIRE

2.1 You may from time to time offer to hire Equipment from us.

2.2 Each such order received by us shall constitute an offer by you to hire from us the Equipment specified in such order upon the terms and conditions referred to in Clause 3.2 of these Conditions of Hire. Each such offer is, in these Conditions of Hire, called an "**Offer to Hire**".

2.3 We may require you to provide documents or further information as part of the Offer to Hire, and if we do so we shall not be obliged to consider an Offer to Hire until such documents and further information have been provided.

2.4 An Offer to Hire may be revoked by you at any time prior to acceptance by us as provided for in Clause 3.2 of these Conditions of Hire, but if written notice of revocation from you is not actually received by us prior to acceptance, the revocation shall be ineffective and you shall be bound by the Hire Agreement (defined in Clause 3.2 of these Conditions of Hire).

3. CONSIDERATION AND ACCEPTANCE OF OFFER TO HIRE

3.1 We shall consider each Offer to Hire but shall not be obliged to accept any Offer to Hire, and we may accept any Offer to Hire on the terms and conditions comprising the Hire Agreement (defined in Clause 3.2 of these Conditions of Hire) or such other terms and conditions as we in our absolute discretion think fit and agree with you.

3.2 If we decide to accept an Offer to Hire, acceptance shall be constituted by delivery of the Equipment, and an agreement (in these Conditions of Hire called the "**Hire Agreement**") shall have been entered into between us and you in relation to the Equipment ordered on the terms and conditions contained in the Conditions of Hire, the Order or Quote form and the Picking Slip (together with any specific terms or variations).

3.3 Excel Event Equipment Hire reserves the right to amend the hire charge for any Equipment the subject of the Offer to Hire at any time up to delivery.

3.4 Within a reasonable time after receipt of the Offer to Hire, and with you being notified, Excel Event Equipment Hire may, for any reason, decide not to supply the Equipment the subject of the Offer to Hire, and Excel Event Equipment Hire is not liable to you for any loss or damage suffered as a result of the non-supply.

4. HIRE PERIOD

4.1 The Hire Period:-

(a) Is the period of hire specified in the Order or Picking Slip; and

(b) in the case of:-

(i) Excel Event Equipment Hire delivering the Equipment to the Hirer, commences from the time the Equipment leaves Excel Event Equipment Hire premises; and

(ii) the Hirer collecting the Equipment from Excel Event Equipment Hire premises, commences from the time Excel Event Equipment Hire makes the Equipment available for collection from its premises.

4.2 Hire charges start upon the commencement of the Hire Period.

4.3 If the hiring of the Equipment under a Hire Agreement extends beyond the Hire Period the Hirer is charged a daily rate for each subsequent day of hire.

5. SECURITY INTEREST

5.1 These Conditions of Hire constitute a security agreement, and the Hirer grants a security interest in all Equipment hired to the Hirer under these conditions.

5.2 Without limiting sub-clause 1. above and the operation of these Conditions of Hire generally, the Hirer grants a purchase money security interest in all Equipment supplied to the Hirer in favour of Excel Event Equipment Hire Excel Event Equipment Hire.

5.3 The Hirer must immediately upon request by Excel Event Equipment Hire, sign any documents, provide all necessary information and do all things required by Excel Event Equipment Hire to ensure that Excel Events' purchase money security interest is a perfected security interest.

5.4 The Hirer must not enter into any security agreement that allows any other person to have or to register a security interest in relation to the Equipment until Excel Event Equipment Hire has a perfected security interest and if applicable, a perfected purchase money security interest.

5.5 In accordance with section 115 of the PPSA, for any Equipment hired that are not products that are used predominantly for personal, domestic or household purposes:

(a) The Hirer and Excel Event Equipment Hire hereby agree to contract out of sections 95, 118, 121(4), 130, 132(4), 135, 142 and 143 of the PPSA; and

(b) The Hirer waives any rights the Hirer may have to:

(i) receive any notices the Hirer may be entitled to receive under sections 95, 118, 121, 130, 132 or 135;

(ii) receive a copy of any financing statement or any financing change statement registered by Excel Events, or any verification statement confirming such registration, in respect of any security interest Excel Event Equipment Hire may have in the Equipment;

(iii) apply to a court for an order concerning the removal of an accession under section 97; and

(iv) object to a proposal of Excel Event Equipment Hire to dispose or retain any collateral under sections 130 and 135.

5.6 For the purposes of this clause: "PPSA" means the Personal Property Securities Act 2009, and the expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest", "purchase money security interest" and "verification statement" have the meanings given to them by the PPSA, and references to sections are sections of the PPSA.

6. DELIVERY

6.1 If Excel Event Equipment Hire agrees to deliver the Equipment to the Hirer:-

(a) delivery is taken to be when the Equipment leaves Excel Event Equipment Hire premises;

(b) delivery will be to the location nominated by the Hirer to Excel Event Equipment Hire, either in the Offer to Hire or otherwise, and at the cost of the Hirer; and

(c) Excel Event Equipment Hire will use its best endeavours to have the Equipment delivered to the Hirer promptly, but Excel Event Equipment Hire is not liable for any loss or damage, and any Hire Agreement is not affected by, any delay in delivery, late delivery or non-delivery of the Equipment.

6.2 If the Hirer collects the Equipment from Excel Event Equipment Hire delivery is taken to be when the Equipment is collected by the Hirer from Excel Event Equipment Hire Premises.

6.3 The Hirer must complete the Picking Slip (provided with the Equipment), although the failure to do such does not negate the Hire Agreement.

6.4 The Hirer is not entitled to make any claim for compensation or terminate this agreement as a result of Excel Event Equipment Hire making late delivery of the Equipment.

7. SUBSTITUTION

7.1 Excel Event Equipment Hire has the right to substitute any portion of the Equipment hired with the nearest type of Equipment without liability to the Hirer.

8. EXTENSION OF HIRE PERIOD

8.1 Without limiting the application of the Hire Agreement, you may make a request to us in writing prior to the last day of the Hire Period.

8.2 If, at the time of such written request, you are not in breach in any obligation under the Hire Agreement, then we may, in our sole and unfettered discretion, grant an extension upon whatever terms we consider appropriate, whereupon:-

(a) we will advise you of the extension period so granted and the terms upon which such extension is granted including any changes to the terms of the Hire Agreement; and

(b) subject to sub-clause (a) above, the same terms and conditions contained in the Hire Agreement will continue to apply to the extended Hire Agreement.

9. CANCELLATION AND EARLY RETURN

9.1 In the event of cancellation by the Hirer of more than 24 hours but less than 48 hours before the date of commencement of the Hire Period specified in the Order, 25 per cent of the total hire charge is payable.

9.2 If the Hirer cancels the Hire Agreement on the order for the Equipment, or fails to take delivery of the Equipment, within 24 hours of the time for delivery, Excel Event Equipment Hire may, at its discretion, charge the Hirer the full amount owing under the Hire Agreement, or part thereof.

10. RETURN OF HIRED PRODUCTS AND LATE RETURN

10.1 Subject to this clause 10 and clause 8, you must return the Equipment to Excel Event Equipment Hire premises from where the Equipment was dispatched before 12pm on the last day of the Hire Period.

10.2 Where Excel Event Equipment Hire agrees to the Hirer returning the Equipment to Excel Event Equipment Hire:-

(a) the hiring continues until the Hirer returns the Equipment to Excel Event Equipment Hire premises from where the Equipment was dispatched; and

(b) if the Hirer fails to return the Equipment to Excel Event Equipment Hire premises prior to 12pm on the last day of the Hire Period, the Hirer will be charged a minimum full day's hire, and such daily rates will continue to be charged in full for every day thereafter that the Equipment remains unreturned prior to 12pm on any given day.

10.3 In the event that Excel Event Equipment Hire agrees to collect the Equipment from the Hirer:-

(a) the Hirer must make the Equipment available for collection by Excel Event Equipment Hire from the location where the Equipment was delivered, unless otherwise agreed in writing by Excel Event Equipment Hire;

(b) All Equipment shall be ready for collection by Excel Event Equipment Hire by the nominated time for collection in a clean, dry and properly packed condition and in a readily accessible position.

(c) Unless otherwise agreed, Excel Event Equipment Hire will not pack or check the Equipment on site.

10.4 The Hirer shall pay for cleaning and/or drying and for any damage resulting from the Equipment not having been properly dried, cleaned and/or packed.

10.5 The Hirer will pay all consequential charges (e.g. overtime) in relation to the late return of the Equipment.

11. TRANSPORTATION CHARGES

11.1 Excel Event Equipment Hire is not responsible for any transport, freight or shipping charges for dispatching the Equipment to the Hirer or return of the Equipment to Excel Event Equipment Hire .

11.2 EQUIPMENT COUNT

11.3 Excel Event Equipment Hire count and/or decision as to the condition of Equipment prior to dispatch and upon return shall be final.

- 11.4 A statutory declaration sworn on behalf of Excel Event Equipment Hire as to the condition and number of items of Equipment returned to or collected by Excel Event Equipment Hire is final and cannot be disputed by the Hirer. Such a statutory declaration is admissible in legal proceedings as conclusive evidence of its contents.
- 12. EXCEL EVENT EQUIPMENT HIRE RECEIVING HIRER'S GOODS**
- 12.1 Where Excel Event Equipment Hire receives any goods owned by the Hirer when the Equipment is collected by or returned to Excel Event Equipment Hire, if the Hirer has not claimed those goods within 14 days after Excel Event Equipment Hire received them, Excel Event Equipment Hire may
- dispose of those goods without liability to the Hirer;
 - return the goods to the Hirer at the Hirer's cost.
- 13. INSTALLATION AND DISMANTLING OF EQUIPMENT**
- 13.1 Hiring quotations are subject to site inspections and to the erection and dismantling of the Equipment hired in ordinary working hours. Extra charges shall be payable for the delivery to and removal from higher or lower levels.
- 13.2 Should the Hirer alter or vary the position required for installation of the Equipment prior to, during or after installation the Hirer shall be responsible for any additional costs associated with such variation or alteration of installation. Such additional costs are payable upon completion of installation.
- 13.3 The Hirer shall not remove the Equipment or any part thereof from the situation and position of its installation without the consent of Excel Event Equipment Hire.
- 14. ACCESS TO ELECTRICITY**
- 14.1 The Hirer agrees that Excel Event Equipment Hire shall have access to and the right to use the Hirer's electrical and power lines for the purpose of Excel Event Equipment Hire fulfilling its obligations and exercising its rights under the Hire Agreement.
- 14.2 The Hirer warrants that, where the Equipment is to be delivered and/or installed at a property of which the Hirer is not the registered owner, Excel Event Equipment Hire is entitled to use the electricity at the property for the purpose of fulfilling its obligations and exercising its rights under the Hire Agreement at no cost to Excel Event Equipment Hire.
- 15. ACCESS TO PROPERTY**
- 15.1 The Hirer warrants that Excel Event Equipment Hire has permission to enter the property to which delivery is to be, or has been, made to fulfil its obligations and exercise its rights under the Hire Agreement.
- 16. RIGHT TO INSPECT**
- 16.1 Subject to clause 15, the Hirer grants Excel Event Equipment Hire a right of access at all times to inspect, repair and/or examine the Equipment and in case of default, remove the Equipment.
- 17. DEPOSIT AND PAYMENT OF HIRE CHARGE**
- 17.1 The Hirer agrees to pay charges specified by Excel Event Equipment Hire for hire of Equipment.
- 17.2 Unless otherwise agreed in writing between Excel Event Equipment Hire and the Hirer, a deposit of 20% of the hire charge shall be paid by the Hirer to Excel Event Equipment Hire upon confirmation of the order by Excel Event Equipment Hire.
- 17.3 Unless otherwise agreed in writing between Excel Event Equipment Hire and the Hirer, the balance of the hire charge is payable prior to delivery of the Equipment by Excel Event Equipment Hire to the Hirer. Payment of the deposit and hire charge will only be made by way of credit card payment, bank cheque, cash, or electronic transfer of funds at point of sale.
- 17.4 Excel Event Equipment Hire shall have the right to impose such additional charges as it may consider necessary in its absolute discretion for the clearing and levelling of sites.
- 17.5 The Hirer shall pay for any additional charges at Excel Event Equipment Hire current rate for the setting up of chairs and tables, folding and stacking preparation for pick up.
- 18. REFUNDABLE BOND**
- 18.1 Excel Event Equipment Hire may require a bond to secure to Excel Event Equipment Hire the due performance by the Hirer of all the Hirer's obligations hereunder.
- 18.2 If the Hirer shall breach any of the obligations in the Hire Agreement, Excel Event Equipment Hire shall have the right to apply the bond either in whole or in part towards the cost of replacement/rectification.
- 18.3 Such application shall not prevent Excel Event Equipment Hire recovering from the Hirer damages for any breach of this agreement if such damages are in excess of the amount of the bond.
- 19. CREDIT CARD AUTHORISATION**
- 19.1 The Hirer authorises Excel Event Equipment Hire to complete any documentation for the purposes for the Hirer making payment through a credit card system or other credit card accommodation extended to the Hirer and acceptance by Excel Event Equipment Hire.
- 19.2 The Hirer agrees to provide Excel Event Equipment Hire prior to delivery of the Equipment with the Hirer's credit card number, expiry date and any other information which may be necessary to debit the Hirer's credit card for any amount becoming due to Excel Event Equipment Hire in accordance with the Hire Agreement.
- 20. INTEREST**
- 20.1 The Hirer is liable to pay Excel Event Equipment Hire interest calculated at the Interest Rate calculated daily on the balance of all amounts invoiced for Equipment hired to the Hirer under any Hire Agreement remaining unpaid from time to time; however, such liability is waived by Excel Event Equipment Hire where payments are made on or before the Payment Date, or as otherwise agreed by Excel Event Equipment Hire in writing.
- 21. CHARGE**
- 21.1 The Hirer charges its interests to Excel Event Equipment Hire in any real property it owns whatsoever with:
- the payment of the hire charge; and
 - the performance of the Hirer's obligations under the Hire Agreement.
- 22. OBLIGATIONS OF HIRER**
- 22.1 The Hirer must:-
- not sell, transfer, assign, lease, part with possession or otherwise dispose of the Equipment, or agree, offer or purport to do any such thing;
 - not, or attempt or purport to, either directly or indirectly, create, incur, assume or suffer to exist any mortgage, lien, charge or encumbrance of any kind on or in the Equipment;
 - not remove, conceal, change, alter or deface any name, name plate, identification number, trademark, or any other identifying mark or number on the Equipment;
 - not remove, or allow to be removed, the Equipment from the location specified to Excel Event Equipment Hire without Excel Events' prior written consent;
 - ensure Excel Event Equipment Hire has access to the Equipment at all times; and
 - immediately inform Excel Event Equipment Hire of any seizure or attempted seizure of the Equipment, or of any material loss or damage to the Equipment;
 - otherwise take all such steps as may be necessary to safeguard and protect the title and the rights Excel Event Equipment Hire in the Equipment.
- 22.2 The Hirer must further comply in all respects with all applicable laws, regulations requirements, and rules relating to the registration, licensing, use and safe and lawful operation of the Equipment.
- 22.3 The Hirer must only use the Equipment for the purposes for which the Equipment was designed, by qualified or licensed or certified (whichever is applicable) personnel and in compliance with all instructions and recommendations issued by the manufacturer.
- 23. ACKNOWLEDGMENTS OF HIRER**
- 23.1 The Hirer acknowledges that:-
- prior to entering into the Hire Agreement, it has satisfied itself as to the suitability of the Equipment for the Hirer's purposes;
 - it has read and understood and wishes to be bound by the full terms, conditions and effect of these Conditions of Hire;
 - the person who made the Offer to Hire was authorised by you to do so;
 - Excel Event Equipment Hire has not made any representation or promise to you of any nature, whether regarding your rights under any Hire Agreement or otherwise;
 - that all conditions and warranties, express or implied, whether arising by virtue of statute or otherwise as to the condition, suitability, capacity, quality, fitness, safety of or title to the Equipment are hereby expressly negated and excluded and Excel Event Equipment Hire gives no condition, warranty or undertaking and makes and has made no representation in relation to the condition or suitability of the Equipment or its title, quality, fitness or safety other than as set out in the Hire Agreement;
 - it has received adequate verbal and/or written instructions on the correct use of the Equipment;
 - the use, operation and possession of the Equipment is at the Hirer's risk;
 - Any labour hire provided by the Hirer for installation and/or removal of the Equipment shall be provided at the Hirer's cost;
 - its obligations to pay the hire charges and to comply with the terms of the Hire Agreement continue to the extent permitted by law, despite the occurrence of any defect in, or total or partial breakdown of, the Equipment or any damage to or loss of the Equipment; and
 - no option to purchase the Equipment has been given to it and there is no contract or agreement for the sale of the Equipment to it.
- 24. INDEMNITY BY HIRER**
- 24.1 The Hirer hereby indemnifies, and keeps indemnified at all times, Excel Event Equipment Hire against:-
- all costs and expenses of operating and maintaining the Equipment;
 - all liabilities, claims, proceedings, penalties (whether civil or criminal), fines or other sanctions, judgments, costs and expenses whatsoever which may at any time be made or claimed by the Hirer or any employee, servant, agent or sub-contractor of the Hirer, or any third party or parties or by their respective dependants arising directly or indirectly in any manner out of the ownership, management, maintenance, control, transport, use or operation of the Equipment;
 - all liabilities, claims, proceedings, penalties (whether civil or criminal), fines or other sanctions, judgments, costs and expenses which may at any time be made or claimed against Excel Event Equipment Hire because of any design of any article or material in the Equipment or relating thereto, whether because of infringement of patent or other right or alleged infringement of patent or other right; and
 - loss, destruction of or damage to the Equipment by fire, accident or any other cause whatsoever;
 - any failure or default by the Hirer fully to observe or comply with any one or more of its obligations express in or implied by any Hire Agreement.
- 24.2 The indemnities and assumptions of liability contained in any Hire Agreement continue in full force and effect notwithstanding the termination of the Hire Agreement.
- 25. WARRANTY OF EXCEL EVENTS**
- 25.1 Excel Event Equipment Hire warrants that at the time of delivery, Excel Event Equipment Hire has taken all reasonable care to ensure that the Equipment is in working order and condition.

25.2 Excel Event Equipment Hire is not liable or responsible for any latent defects in the Equipment or any loss or damage caused whilst in transit to the Hirer's location for the Equipment.

26. USE, REPAIR AND MAINTENANCE OF EQUIPMENT

26.1 The Hirer must:-

- (a) comply, in all respects, with the instructions and recommendations of the manufacturer and/or Excel Event Equipment Hire relating to the Equipment and its use;
- (b) operate and maintain the Equipment in accordance with recognised manuals (including every Operator Manual), methods and standards for Equipment of such type;
- (c) ensure that the Equipment is only operated by competent and properly qualified, certified, licensed and/or trained personnel;
- (d) except for fair wear and tear, at all times keep and maintain the Equipment properly serviced, in proper working order and condition and in good and substantial repair;
- (e) properly and thoroughly dry and clean the Equipment upon completion of hire and prior to returning to Excel Event Equipment Hire, failing which the Hirer acknowledges it will be charged at the sole and unfettered discretion of Excel Event Equipment Hire a cleaning fee at such an amount that is reasonable to clean the Equipment thoroughly and properly;
- (f) notify Excel Event Equipment Hire of each maintenance event and part replacement, and provide copies of the Hirer's production and maintenance reports relevant to the Equipment upon request by Excel Event Equipment Hire;
- (g) with reasonable promptness and at the Hirer's cost, replace all parts which may, from time to time, be lost, stolen, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use; and
- (h) not, without the prior written consent of Excel Event Equipment Hire, make any replacement or alteration to the Equipment which may affect the value of the Equipment, the operation of the Equipment, or the manufacturer's warranty in respect of the Equipment.

26.2 In the event of the breakdown or damage of the Equipment:-

- (a) due to fair wear and tear, Excel Event Equipment Hire is responsible for the repair of such Equipment; and
- (b) due to any misuse, mishandling, faulty operation, negligence, incorrect servicing and maintenance on the part of the Hirer, its employees or agents, or otherwise, the Hirer is responsible for the repair of such Equipment.

26.3 If the Hirer is of the opinion that the Equipment has broken down due to fair wear and tear:-

- (a) the Hirer must notify Excel Event Equipment Hire of such as soon as is reasonably practical, but in any event, no later than the following business day; and
- (b) Excel Event Equipment Hire, together with its employees, contractors and agents, must be given immediate access to the Equipment; and
- (c) if Excel Event Equipment Hire is delayed from accessing the Equipment, the Hirer will be additionally liable to pay the daily rates for each applicable day.

26.4 All replacement parts that are fitted by the Hirer, or on behalf of the Hirer, become the property of Excel Event Equipment Hire upon their attachment to the Equipment.

27. PROPRIETARY RIGHTS

27.1 Excel Event Equipment Hire will retain all copyright and other proprietary rights in any Excel Event Equipment Hire confidential information and any Excel Event Equipment Hire material, including documents, drawings, certifications and instructions provided to the Hirer. The Hirer must not use the Excel Event Equipment Hire information or material or their contents for any purpose other than the purpose for which they were provided. The Hirer must not disclose, transfer, transmit or otherwise make available to any third party in any manner or form, any material or their contents or any information relating to them or the Equipment without Excel Event Equipment Hire written consent.

28. LIMITATION OF LIABILITY – EXCEL EVENT EQUIPMENT HIRE

28.1 Except as otherwise provided in the Hire Agreement, the Hirer agrees that Excel Event Equipment Hire is not liable for any direct, indirect, or other consequential loss or damage to the Hirer or any property of the Hirer including, but not limited to, loss of profits or revenue or costs arising from the loss or use of the Equipment under any circumstances whatsoever.

28.2 To the full extent permitted by the law, the Hirer releases and discharges Excel Event Equipment Hire and its agents and employees from all claims and demands on Excel Event Equipment Hire and any loss or damage whatsoever and whenever caused to the Hirer, its agents or employees, whether by way of death or injury to any person of any nature or kind, accident or damage to property, delay, financial loss, or otherwise arising directly or indirectly from or incidental to a breakdown of or defect in the Equipment or any accident to or involving the Equipment or the use, operation, repair, maintenance or storage which may otherwise be suffered or sustained in, upon, or near the Equipment.

28.3 Where clauses 28.1 and 28.2 cannot legally operate and to the extent permitted by law, Excel Event Equipment Hire's liability for breach of any warranty or any term implied by law or statute into the Conditions of Hire is limited to the lesser of the cost of providing the services under the Hire Agreement again or the hire charges payable under the Hire Agreement.

29. INSURANCE

29.1 The Hirer must, at its own expense, maintain throughout the term of every Hire Agreement insurance for:-

- (a) the loss of or damage to the Equipment for not less than the current market value of the Equipment; and
- (b) all third party and public liability risks in respect of the use of the Equipment for an amount not less than \$10,000,000.00.

29.2 The Hirer must:-

- (a) ensure that Excel Event Equipment Hire is recorded as owner of the Equipment in any insurance policy relating to the Equipment;
- (b) upon request by Excel Event Equipment Hire, deliver to Excel Event Equipment Hire a copy of each insurance policy duly certified by the insurer in respect thereof and a certificate of currency in respect thereof;
- (c) duly and punctually pay all premiums, stamp duties, charges and other expenses, including excesses, necessary for effecting and keeping on foot each insurance policy; and
- (d) ensure that each insurance policy provides that all notices to be given by the insurer to the Hirer will also be given to Excel Event Equipment Hire.

29.3 If default is made by the Hirer in effecting or keeping up any insurance policy or if any insurance policy from any cause becomes void or voidable Excel Event Equipment Hire may, but without any obligation so to do and without prejudice to its other rights and remedies hereunder, effect and keep up that insurance policy at the cost of the Hirer and the Hirer must immediately upon demand repay Excel Event Equipment Hire all premiums and other moneys from time to time paid or payable by Excel Event Equipment Hire in respect hereof.

29.4 The Hirer must not at any time do or suffer to be done to the Equipment anything whereby any insurance policy may be or become void or voidable.

29.5 The Hirer must do all things necessary and provide all documents, evidence and information necessary to enable Excel Event Equipment Hire to collect or recover any moneys due or to become due in respect of any insurance policy and for that purpose the Hirer permits Excel Event Equipment Hire if necessary to sue in the name of the Hirer.

29.6 The Hirer must as soon as possible in the circumstances notify Excel Event Equipment Hire of any material claim under any insurance policy or of the occurrence of any event giving rise to any material claim thereunder, and Excel Event Equipment Hire in conjunction with the Hirer may make or compromise any and every such claim in respect of such insurance and demand, sue for, recover, receive and give discharges for all moneys payable by virtue thereof, and if any such insurance proceeds come into the hands of the Hirer such moneys must be thereafter applied in payment of money due to Excel Event Equipment Hire by the Hirer.

30. LOSS OR DAMAGE

30.1 If either:-

- (a) loss of the Equipment (or any part thereof) or the loss of their use due to destruction, damage beyond repair or the rendering of the Equipment (or any part thereof) for any reason whatsoever permanently unfit for normal use; or
- (b) the theft, disappearance or seizure of, or the requisition for use of the Equipment (or any part thereof) which results in the loss of possession of it by the Hirer,

occurs, then:-

- (a) the Hirer must inform Excel Event Equipment Hire immediately;
- (b) the Hirer must pay to Excel Event Equipment Hire on demand any amount owing under the Hire Agreement, and any other moneys then due and owing;
- (c) the Hirer must pay to Excel Event Equipment Hire all moneys subsequently received by the Hirer under any insurance policy by reason of the occurrence or received from any other person by reason thereof; and
- (d) notwithstanding anything else in these Conditions of Hire, the Hirer must pay to Excel Event Equipment Hire the full replacement or reinstatement cost (whichever is applicable) of the Equipment within 14 days of such loss.

30.2 Except as otherwise set out in the Hire Agreement, the Hirer is liable for all loss or damage to the Equipment during the currency of every Hire Agreement, irrespective of the cause and must continue to pay all hire charges and all other moneys under the Hire Agreement notwithstanding such loss or damage to the Equipment.

31. DAMAGE WAIVER CHARGE

31.1 On pre-payment of the damage waiver charge by the Hirer, Excel Event Equipment Hire agrees, on prompt submission of evidence and/or police report to waive its right to claim for loss or damage caused by fire, storm, collision, accident and burglary in excess of one hundred dollars (\$100) or ten percent (10%) of the list price of the Equipment, whichever is the higher. The excess will apply to each individual item. The waiver will not apply:

- (a) for mysterious disappearance or conversion of Equipment
- (b) where the goods have not been adequately secured against theft
- (c) where the Hirer has been negligent
- (d) to the cost of removal or freight associated with replacement of Equipment

32. DEFAULT

32.1 It is an event of default if:-

- (a) you fail to pay in full every invoice issued under the Hire Agreement by the Payment Date;
- (b) you fail to perform any of your other obligations under the Hire Agreement or pay any other monies payable under the Hire Agreement and such failure continues for a period of 10 days after we have notified you of such failure; or
- (c) you become unable to pay your debts as and when they are due and payable, you go into liquidation, are made bankrupt, have a winding up application or bankruptcy petition filed against you, appoint or have appointed to you any external administrator;
- (d) we ascertain that you have made a false, inaccurate or misleading statement, having a material effect in relation to the making of the Hire Agreement; or
- (e) you cause or commit or suffer any other act or thing likely to endanger the safety, condition, or safe keeping of the Equipment.

32.2 If any of the events in sub-clause 1 above occur (each constituting an "Event of Default") then:-

- (a) we may terminate any Hire Agreement without notice to you;

- (b) any hire charges or other monies then accrued under the Hire Agreement, but not paid, become immediately due and payable by you to us;
- (c) we may at any time retake possession of all Equipment in your possession at that time without notice and without prejudice to our rights under the Hire Agreement, and we are entitled to enter upon the location for the purpose of removing the Equipment and will not be liable in respect of loss or damage arising from such entry or removal of the Equipment; and
- (d) we may, in our sole and unfettered discretion, commence proceedings in any court, either at law or in equity, to enforce performance by you of the applicable terms and provisions of the Hire Agreement and/or to recover damages for a breach of the Hire Agreement.

32.3 Upon termination of a Hire Agreement Excel Event Equipment Hire shall be entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints Excel Event Equipment Hire as its agent and authorises Excel Event Equipment Hire to enter on any land or premises owned by or under the control of the Hirer upon which the Equipment is then situated and agrees to indemnify Excel Event Equipment Hire in respect of any claims, damages or expenses arising out of the action taken pursuant to this provision.

33. COSTS

33.1 The Hirer shall pay any losses, expenses, damages, commissions, interest and costs, including solicitor and own client legal costs, arising from the Hirer's failure to comply with its obligations under a Hire Agreement.

34. GST

34.1 Unless otherwise stated, an amount payable by a party under an Hire Agreement in respect of a taxable supply represents the value of that supply (exclusive of GST), and the recipient must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

35. FORCE MAJEURE

35.1 If Excel Event Equipment Hire is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) Excel Event Equipment Hire may give written notice to that effect to the Hirer, giving full particulars of such force majeure, in which case the obligations of Excel Event Equipment Hire under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. Excel Event Equipment Hire shall not be liable for any loss or damage suffered by the Hirer as a result of any delays caused by such force majeure events.

36. MISCELLANEOUS

36.1 Every Hire Agreement is governed by the laws of Queensland.

36.2 No amendment or variation of the Hire Agreement is valid or binding on Excel Event Equipment Hire unless agreed to in writing by Excel Event Equipment Hire.

36.3 Where the Hirer comprises more persons than one, the Hire Agreement shall bind all of those persons severally and jointly.

36.4 Any waiver by us of any default by you in the strict and literal performance of or compliance with any provision, condition or requirement, or any delay by us in exercising any remedies available to us under the Hire Agreement, will not constitute a variation or waiver of any provision, condition or requirement or remedy available to us.

36.5 In the event any term or provision of any Hire Agreement is invalid, illegal or unenforceable, such term or provision is to be severed from the Hire Agreement as if it were never a part of it, with the remainder of the Hire Agreement unaffected by such severance.