

Terms & Conditions

Doing Business with Moreton Hire

By confirming your order with Moreton Hire, we assume you have agreed to our Terms and Conditions policy below. Moreton Hire reserve the right to update our Terms and Conditions at any time.

1. Definitions

In these terms the following terms have the following meanings:

“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;

“Contract” means the contract to hire the Equipment, constituted by the Order, these Terms, any Special Terms and such other documents or written communications which evidence the agreement between the Owner and the Hirer;

“Equipment” means all properties which the owner agrees to hire to the Hirer;

“Hirer” means the person hiring the Equipment from the Owner;

“Hire Period” means the period for which the Equipment is hired, as shown on the Order or subsequently agreed between the Owner and Hirer;

“Owner” means the company which supplies the Equipment to the Hirer, being either Moreton Hire Pty Ltd ACN 132 853 779 as the case may be;

“Order” means the form used by the Owner for the placement of orders to hire Equipment;

“Price” means the price for hiring the Equipment, as shown on the Order or subsequently agreed between the Owner and Hirer;

“Site” means the place at which the Equipment is delivered or installed by the Owner;

“Special Terms” means any terms (other than these Terms) which are specified in the Order, or subsequently agreed in writing between the Owner and Hirer; and “Terms” means these terms.

2. Application of Terms

These terms apply to all Equipment hired by the Hirer from the Owner. If the Special Terms are inconsistent with these Terms, the Special Terms prevail to the extent of any inconsistency.

3. Hire

The Hirer hires the Equipment from the Owner for the Hire Period for the Price.

4. Ordering and Acceptance

The Hirer may offer to hire the Equipment by delivering an Order to the Owner. The Owner accepts the Order when it communicates acceptance to the Hirer.

5. Price

The Price is for the hiring of the Equipment for the Hire Period. It does not include delivery, preparation of the Site, freight, installation, dismantling, packing or pick up, unless as otherwise stated.

6. Additional Costs

The Hirer must pay to the Owner in addition to the Price, all costs incurred by the Owner (including labour costs):

- (a) for delivery of the Equipment, including any additional costs for delivery to other than street level;
- (b) for freight, installation, dismantling, packing and pick up of the Equipment;
- (c) for providing any service to the Hirer outside of ordinary work hours, on weekends or public holidays;
- (d) for design, consultancy and other similar services provided in connection with the hire of the Equipment or the Hirer's event;
- (e) if the Site is not adequately prepared for delivery and/or installation of the Equipment;
- (f) if the Owner cannot obtain access to the Site;
- (g) arising 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 pick up instructions from those first agreed;
- (h) arising from a failure of the Hirer to be in attendance at the agreed time for delivery or pick up of the Equipment;
- (i) in cleaning the Equipment where it has been returned in an unclean state;
- (j) for service calls to the Site during the Hire Period;
- (k) for Site inspections in excess of 2 for any one Contract;
- (l) in enforcing any provision of the Contract against the Hirer; and
- (m) for replacement of any Equipment not returned by the Hirer at the end of the Hire Period, or at the Owner's election 100% of the daily rate applicable under the Contract for each day or part thereof that Equipment remains unreturned.

If any costs referred to in this clause are ascertainable before the Hire Period commences, they must be paid before that time. This provision does not limit the Owner's rights to damages, compensation or indemnity under any other provision of these Terms.

7. Copyright

The Hirer acknowledges that copyright in all designs, drawings, proposals and other material produced by the Owner or any of its consultants in connection with this Contract remains the property of the Owner (or its consultants as the case may be). The Hirer must not infringe copyright in respect of that material.

8. Price Lists

Any price lists published by the Owner may be changed without notice.

9. Goods and Services Tax and Stamp Duty

The Price excludes GST and Stamp Duty unless otherwise specified on the Order. Where the Price excludes GST or Stamp Duty, the Hirer must also pay GST and Stamp Duty on the Price.

10. Payment

The Price will be paid as follows:

(a) 30% non-refundable deposit on acceptance of the Order by the Owner;

(b) 40% 30 days prior to commencement of the Hire Period; and

(c) 30% payment due prior to commencement of installation for the hire period.

The Owner is not obliged to deliver possession of the Equipment to the Hirer until funds given in payment of the Price are cleared.

11. Credit Card Payments

The Hirer authorises the Owner to complete any documentation for the purposes of the Hirer making payment through any credit card or direct debit system. The Owner may, in addition to the Price, charge a credit card fee for payment by credit card. The Owner reserves the right to refuse payment by credit card, including: where the Price exceeds \$2,000; where the Hirer proposes to use Diners Club or American Express; or where payment is not made at the times and in the amounts required by these Terms. Should the owner accept payment by credit card under any of these circumstances then a credit card fee equal to 1.5% (Visa/Master) or 3% (Diners/Amex) of the total payment will be charged, plus applicable GST. Our preferred methods of payment are Electronic Funds Transfer or Direct Debit.

12. Interest on Unpaid Amounts

The Hirer must pay interest to the Owner at the rate of 1% per month on any amount which is overdue, from the date it became due until the date it is paid.

13. Cancellation and Early Return

If the Hirer cancels the Order after it has been accepted or fails to take delivery of the Equipment the Hirer must pay the Price to the Owner as liquidated damages.

The Hirer is not entitled to any refund of the Price if it returns the Equipment before the Hire Period Ends.

14. Instructions from Hirer

The Hirer must provide the Owner with clear delivery, installation and pick up instructions at least 7 days prior to commencement of the Hire Period. These instructions must include the date, time, place and name of the Hirer's representative who will receive and return the Equipment.

15. Access

The Hirer warrants that it has the right to access the Site, and that the Owner may access the Site to fulfil its obligations under the Contract.

16. Preparation of Site

The Hirer must prepare the Site to the Owner's satisfaction for delivery, installation, dismantling and pick up of the Equipment. This includes ensuring the Site is accessible, removing obstacles, levelling the ground, and ensuring the Site is safe. The Owner is not responsible for doing these things.

17. Electricity

The Owner may use the electricity supply at the Site for the purposes of installing and/or operating any of the Equipment. This is at no cost to the Owner.

18. Return of Equipment

The Hirer must return the Equipment to the Owner before 5.00pm on the last day of the Hire Period. Where the Owner has agreed to collect the Equipment from the Hirer, the Owner must have the Equipment ready for collection on the last day of the Hire Period in accordance with the pick up instructions.

The Equipment must be returned clean, in good repair, properly stacked and packed, and otherwise ready for transit or storage.

19. Owner Receiving Hirer's Goods

If when the Equipment is returned or collected the Owner receives goods owned by the Hirer, the Owner may dispose of those goods without liability to the Hirer unless the Hirer claims them within 14 days after they came into the Owner's possession. Whether or not the Hirer claims them, the Owner may return the goods to the Hirer at the Hirer's cost.

20. No Warranty

The Owner gives no warranty that the Equipment is fit for the purpose required by the Hirer. The Hirer must satisfy itself as to this.

21. Substitution of Equipment

The Owner may substitute the Equipment with equipment of a similar type without liability to the Hirer.

22. Display of Name

The Owner's identification, trade name, trade mark and signage may appear on the Equipment. The Hirer must not conceal or obliterate these. The Hirer cannot claim any charges from the Owner for advertising in respect of these.

23. Risk

The Equipment is at the risk of the Hirer during the Hire Period and at all times during which it is on the Site or in the Hirer's possession. The Hirer holds the Equipment as bailee and must take reasonable care of it. The Hirer must not part with possession of the Equipment or encumber it.

24. Instructions in Use

The Hirer acknowledges that it has received instructions in the use of the Equipment, that it understands those instructions, and will comply with them.

25. Inspection and Repair

The Owner may inspect and repair the Equipment at any time during the Hire Period. The Owner or its representative may enter upon the Site for this purpose.

26. Removal, Alteration and Use of Equipment

The Hirer must not: remove the Equipment from the Site or its position of installation; alter the Equipment; repair or attempt to repair the Equipment; or use the Equipment for a purpose which is different from that for which it is designed.

27. Damage to Equipment

The Hirer must compensate the Owner for the replacement cost of any Equipment which is damaged, lost or stolen during the Hire Period or at any time during which it is in the Hirer's possession. The Hirer must also compensate the Owner for any other loss or expense it incurs as a result of such events.

The Hirer acknowledges that any Equipment which has been damaged will be kept for one month after it is returned to the Owner, and then will be destroyed.

A statutory declaration signed by the Owner as to the condition of the Equipment and the number of items delivered and/or returned is final, cannot be disputed by the Hirer and is admissible in legal proceedings as conclusive evidence of its contents.

28. Bond

If requested by the Owner the Hirer must pay (in addition to the Price) a bond equivalent to 10% of the Price. The Owner may apply so much of the bond as is necessary to compensate the Owner for any breach by the Hirer of the Contract, or any damage or loss sustained in respect of the Equipment. The balance if any is refundable to the Hirer.

29. Insurance

The Hirer must maintain public liability insurance for \$10 million and property insurance for the full replacement value of the Equipment. For all orders with a total value exceeding \$20,000, the Hirer is required to produce a relevant Certificate of Currency, or have their insurance policy specifically endorsed for the Owner's interests if so requested.

30. Indemnity

The Hirer indemnifies the Owner, its officers, employees and agents against all Claims the Owner incurs as a result of: the Hirer's negligence; the Hirer's breach of the Contract; the Hirer's breach of any warranty contained in these Terms; the Hirer's breach of any law; preparation of the Site for delivery or installation of the Equipment; the Owner's entry upon the Site; the delivery, installation, inspection, use, dismantling and collection of the Equipment; and contact with underground pipes or wires on the Site.

31. Owner Not Liable

The Owner is not liable to the Hirer for, and is released from liability in respect of: failure to have the Equipment ready for collection when the Hire Period commences; failure to deliver the Equipment in accordance with the delivery instructions; loss, damage or injury to any person, property, animal or thing resulting from the delivery, installation, inspection, use, dismantling and collection of the Equipment; the break down or failure of the Equipment; failure to provide equipment of the type and in the quantity specified in the Order; and defects in the installation of the Equipment at the Site.

32. Exclusion of Laws

To the extent permissible by law, all warranties or other rights implied by law in favour of the Hirer are excluded.

33. Limitation on Liability

If the Owner is liable to the Hirer for a breach of this Agreement or any warranty implied by law which has not been lawfully excluded, the Owner's liability is limited to: refunding the Price; repairing the Equipment; replacing the Equipment; supplying the Equipment for hire again; or payment to the Hirer of the cost of having the Equipment supplied for hire again. The Owner may choose which of these options apply. The Owner is not liable to the Hirer for consequential or indirect loss, economic loss, or other expenses. The Hirer must not claim a lien over or retain possession of the Equipment in satisfaction of its claim.

34. Termination

The Owner may terminate the Contract at any time without liability to the Hirer. If the Contract is terminated the Hirer must return the Equipment, or the Owner may at its election collect the Equipment from the Site at the Hirer's cost.

35. Amendments

No amendment to the Contract will be binding on any party unless made in writing properly and duly executed by that party.

36. Waiver

The failure of the Owner to exercise any right arising as a result of a breach by the Hirer of the Contract will not waive that right, nor will any practice developed between the parties waive or lessen the Owner's rights under the Contract.

37. Assignment

The Hirer must not assign the Contract.

38. Governing Law

The Contract will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland Courts in Brisbane City.

39. Severance

If any provision of the Contract is, for any reason, considered or found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract. The remainder of the provisions of the Contract will remain in full force and effect unless the basic purposes of the Contract are defeated.

40. Warranty Of Authority

Any person signing or purporting to sign the Order or another document on behalf of the Hirer warrants that they have the authority of the Hirer to sign, and indemnifies the Owner against all losses incurred if that person does not have such authority.

41. Joint and Several Liability

If the Hirer is more than one person the Hirer is jointly and severally liable under the Contract.

42. Privacy Policy.

Moreton Hire collects your personal information to assist us in providing the goods or services you have requested and to improve our products and services. We, Moreton Hire and all related companies anywhere in the world may be in touch to let your know about goods, services or promotions which may be of interest to you. Please let us know if you object to this and if you would prefer not to be contacted with special offers or in relation to our other goods and services.

43. DAMAGE WAIVER FEE

(a) Upon payment by the Hirer of the Damage Waiver Fee the Hirer is not responsible for the cost of repairs to or the cost of replacement of the Equipment if necessary because of damage to the Equipment sustained during the Hire Period.

(b) Clause (a) only applies where that cost is equal to or less than \$50,000. The Hirer remains responsible for those costs to the extent that they exceed \$50,000.

(c) If the Hirer:

- i. has hired Equipment from the Owner for one event or exhibition;
- ii. the Equipment has been hired under more than one Contract; and
- iii. the Hirer has paid the Damage Waiver Fee under more than one of those Contracts,

(d) Clause (a) only applies where that cost is equal to or less than \$50,000 in aggregate for those Contracts in respect of which the Damage Waiver Fee has been paid. The Hirer remains responsible for those costs to the extent that they exceed \$50,000 in aggregate for those Contracts.

(e) Clause (a) will not continue to operate after the expiration of the Hire Period unless an extension by the Owner is granted in writing and an additional fee is paid.

(f) Clause (a) does not limit the Hirer's liability for failure to return the Equipment.

(g) Clause (a) will not apply to, and the Hirer remains responsible for, loss or damage occurring to the Equipment:

- i. because of breach of any statutory laws or regulations in connection with the use of the Equipment by the Hirer;
- ii. because of misuse, abuse, wilful or malicious acts, negligent or reckless use or overloading of the Equipment;
- iii. because of disregard for instructions given to the Hirer by the Owner in respect of the proper use of the Equipment or in contradiction of the manufacturer's instructions if supplied with the Equipment at the time of hiring;
- iv. because of the unexplained disappearance of the Equipment;
- v. because of theft of the Equipment;

vi. while the Equipment is in transit, if being carried by the Hirer or an employee, contractor or agent of the Hirer.

44. Drawings

Any Drawings provided to the Hirer are the property of the Owner. It is not permitted to copy them or to pass them on to third parties without prior written consent of the Owner.
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