

TERMS & CONDITIONS – GOODS OR EQUIPMENT HIRE

Please take your time to read these terms and conditions, by hiring our equipment means that you have agreed to these terms.

By using our services, you guarantee that you have read, understood and agreed that: (1) you have the capacity to abide by this agreement and the authority to decide to this agreement, (2) you are bound to these terms and conditions, (3) you agree to comply with all local rules and laws.

1. Definition

Hire Goods means; All the work product specified by the client for the propose of hiring, such as Furniture, **Flooring, Lighting, Hanging Banner Frames, Stand Upgrade Rentals (Pre-Made Stands) are consider as a hire.**

Equipment Means; the same as thing as Hire Goods. or **Equipment means** the items hired out by the owner to the hirer.

Owner means Select Print Solutions Pty Ltd T/as Select Print & Exhibitions ABN 58 133 294 489.

Hirer means; every person and customer that hires the equipment or services of Select Print Solutions Pty Ltd T/as Select Print & Exhibitions. or Hirer means any person who requires the owner to hire equipment to it

2. OWNER OF PROPERTY

- a. All Hire Goods (Noted Above) remain the Property of Select Print Solutions Pty Ltd T/as Select Print & Exhibitions at all times. Property of Select Print Solutions Pty Ltd T/as Select Print & Exhibitions retains the right to alter, vary or substitute any item without notice.
- b. All Goods are subject to stock availability – this may vary due to stock being available. Stock provided is a hire, hence is second hand – no refund is available for a change of mind once goods are delivered.

3. PRICES

If and when applicable, GST payable on our services or products will be set out in our invoices. By accepting these Terms and condition, you agree to pay us an amount equivalent to the GST imposed on these charges. Cartage and damage Waiver. Prices are for the duration of the exhibition. Note: if verbal changes are made after the render has been provided, the quotation will vary.

4. PAYMENT TERMS.

- A. **Fees:** The rental fee is based on a rate of 50% deposit, and complete payment upon delivery and installation, plus any additional fees incurred. Additional charges shall be added in the event the equipment is damaged, missing any parts, or returned later than the due date. All charges shall commence from the Effective Date of this Agreement. Lessee shall pay to the Lessor an additional service charge of [WRITTEN DOLLAR AMOUNT] dollars (\$[NUMERICAL DOLLAR AMOUNT]) per day for

each day the equipment has not been returned, in addition to the daily rental fee. owner shall invoice the hirer on a [TIME PERIOD] basis and all invoices are due upon receipt.

- B. **Credit Card Payments:** The Hirer authorizes the Owner to complete any document for the purpose of the Hirer making payment through credit card or direct debit system. The owner may in addition to the price, charge a credit card fee by payment via credit card. Credit card fees will incur additional surcharges, this will be charged along with applicable GST on point of transaction. The Owner reserves the right to refuse payment by credit card, including: where the price exceeds \$2,000 in this circumstance our preferred method of payment is Electronic Funds or Direct Debit. The Hirer agrees to provide the owner with the hirer's credit card details which may be necessary to debit the Hirer's credit card prior to delivery of the equipment.
- C. The Hirer agrees to pay the owner's hire charge and any other charges, including damages, and repairs or any Tax, GST, levy or other expenses paid or payable by the owner. All Hiring charges are to be paid by the hirer prior to delivery of the equipment.

5. SECURITY DEPOSIT.

In addition to the rental fee, the hirer shall pay a security deposit of [WRITTEN DOLLAR AMOUNT] dollars (\$[NUMERICAL DOLLAR AMOUNT]) prior to receiving any equipment and at the time this Agreement is signed. This deposit shall be returned to the hirer upon termination of this Agreement, subject to the option of the owner to apply it against any charges or damages incurred. Any amounts refundable to the hirer shall be paid at the time this Equipment Rental terms is terminated. The security deposit shall bear interest at an annual rate of 10% from the date paid to the owner until the date refunded, based on the total amount of the security deposit. Subsequent charges for loss, damage, repairs or other expenses are to be paid within 5 days of the relevant invoice. The Hirer authorises the owner to debit the hirer's credit card with the amount shown on the relevant invoice if the hirer has not paid that amount within 5 days of the relevant invoice.

6. CARE AND OPERATION.

The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

7. CARTAGE & PLACEMENTS

All cartage and placements of equipment will be carried out by Select Print Solutions Pty Ltd T/as Select Print & Exhibitions, except as otherwise agreed in writing. Event Cartage fees apply to Sydney CBD, Melbourne and Brisbane. Other areas may attract additional charges.

8. CANCELLATION, NON-PARTICIPATION ON THE PART OF THE EXHIBITOR; WITHDRAWAL FROM THE CONTRACT BY SELECT PRINT SOLUTIONS PTY LTD T/AS SELECT PRINT & EXHIBITIONS.

1. Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor (Hirer) cancels or fails to take part in the event without notification of cancellation. If the exhibitor (hirer) cancels and another hirer can be found for the stand, owner retains the right to demand 25% of the invoiced stand rental charge from the original hirer to cover costs.

The full stand rental must be paid when owner rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The hirer retains the right to submit evidence to prove that no such costs were incurred by owner, or that they were lower than stated. The right to assert additional claims remains unaffected.

II. Withdrawal by Select Print Solutions Pty Ltd T/as Select Print & Exhibitions.

Owner is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours before the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor (hirer), as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if owner subsequently becomes aware of any reasons which, they had been known before, would have excluded that person from participation.

9. PICK UP /DISPOSAL

Unless the Hirer has booked with Select Print and exhibitions for additional events for each calendar year (minimum of 2 events with deposits paid), All purchased equipment including custom stand builds must be available for pick up immediately after the event. No responsibility is taken for any goods left in or on our equipment after close of the exhibition or event. In the instance the Owner has received goods owned by the Hirer, The Owner may dispose of those goods after 14 days of the events bump out. If no claim has been made by the Hirer., All costs incurred to dispose of these goods will be charged to the Hirer.

10. STORAGE

- I. Unless the Hirer is booked in for more than one event per calendar year utilising the goods that have been returned from their last event, Select Print Solutions Pty Ltd T/as Select Print & Exhibitions will charge storage fees for the Hirers goods that are not claimed within 7 days after the event. This charge will be calculated weekly on the size of the goods, and invoiced monthly to the Hirer. The hirer must give 24 hours' notice before a pickup of any goods from the Owners warehouse permitting the owner adequate time for preparation to dispatch the goods. NOTE - No goods shall be released until all outstanding invoices are reconciled, and if the Hirer stalls in picking up their goods, storage fees will begin to be added during the waiting period.
- II. In the event that a client books multiple shows compiled into the one order with Select Print and Exhibitions The client will receive not only a generous discount but also Select Print and exhibitions obligation to provide exceptional service. The order would be bound and honoured to Select print and exhibitions by the client, and production will commence immediately well in advance to the date of the event. Production will incur costs to Select Print and Exhibitions in advance to the event in order to coordinate the clients order. Therefore, any cancellations would result in full payment by the client to Select Print and Exhibitions.

11. CLAIMS

Please notify Select Print Solutions Pty Ltd T/as Select Print & Exhibitions of any problems with your order immediately on delivery. No claims will be considered after the event has closed. And therefore, no refunds or credits will be issued for complaints made after the event.

12. NO REFUND ON APPROVED STAND

Certain legislation including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified. Accordingly, once the approval has been confirmed by the Hirer:

- a. Hirer agrees that there is no refund on approved Stand if damaged after approval or during the process of exhibition by the hirer.
- b. The Hirer will be on installation site to make approval upon installation,
- c. If the hirer is not on site to approve their stand upon installation, the Hirer will be contacted either via email or message with images to approve, and confirm that the work is complete and certified. Hirer are advised to confirm installation on site.
- d. Select Print Solutions Pty Ltd T/as Select Print & Exhibitions will leave the site, and no last-minute changes can be made after this.
- e. Once stock has been delivered it cannot be refunded, regardless of the reason.
- f. 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.

13. DELIVERY/STAND CONSTRUCTION AND INSTALLATION

- I. **Delivery:** All Installations will be delivered on the allocated day of bump in advised through the event organiser, prior to the event opening.
- II. **Installation:** In principle, every Hirer shall be free to design and equip their stand according to their own criteria. Upon hire, the owner shall install the exhibition stands and other event areas in accordance with the measure by the organizer and in accordance with the specification of the Hirer. The stand shall be properly installed by a team of knowledgeable personnel from Select Print Solutions Pty Ltd T/as Select Print & Exhibitions at the fixed opening times throughout the duration of the event stipulated in the Special Exhibiting Conditions.

14. CHANGE OF STAND

Hirer agree to pay extra fees of 10% of the actual charges if changes are to be made on site after installation of stand.

15. TESTING OF EQUIPMENT

Select Print & Exhibitions will exercise commercially reasonable efforts to test equipment requiring testing and to make all necessary corrections prior to providing stocks to Client. Hirer agrees that the owner shall test every electrical or other similar equipment in the presence of the hirer before delivery, accordingly, hirer shall not be liable for refunds on overt and obvious defects upon testing the equipment which hirer would have reasonably foreseen.

16. GENERAL

- I. 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.
- II. 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.
- III. 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.

17. LOSS, DAMAGE AND INSURANCE

- (a) The owner will maintain current insurance policies in respect of the Equipment to its full insurable value.
- (b) The hirer is responsible for the loss and damage to the Equipment whilst on hire. The hirer will pay for any losses, damages, costs and expenses suffered by the owner not recovered through the Insurance effected at the commencement of the hiring.
- (c) The hirer agrees to indemnify and hold the owner harmless from all claims, costs and damages suffered in respect of injury to person or property arising out of the hirer's use and custody of the Equipment.
- (d) The hirer acknowledges that the hirer must pay for risks that the Insurance does not cover including theft, damage resulting from misuse or use violating statutory rules and regulations, or over or under loading electric current, or caused by contact with corrosive substances or caused by the negligence of the hirer or any other person whilst under hire to the hirer, or loss or damage whilst being transported, or when the Equipment is wrongly converted to the hirer's own use.

- (e) It is agreed that in the event that the hirer suffers any loss or damage howsoever arising as a result of inoperable Equipment then the liability of the owner is limited to the repair of the Equipment and is not to include economic or consequential damages of any nature whatsoever. Provided that if the equipment was tested in the presence of the hirer, refunds are not available to the hirer.
- (f) The owner shall not be liable for any damages or delay in delivery of the Equipment or any consequential or economic loss or damage caused or contributed to by the Equipment. (g) The hirer must not perform or permit any action which may cause any prejudicial effect to the Insurance or potential claim under the Insurance.
- (g) The hirer must perform any action and provide any document, evidence and information necessary to enable the owner to recover any moneys due at any time under the Insurance.

18. LOSS, DAMAGE CAUSED BY NEGLIGENCE OR ACT OF THE HIRER

The Hirer hereby acknowledged that a damage or loss to an Equipment caused by the negligence or act of the Hirer or the breach of any of these Terms by the Hirer, the Hirer shall be liable without any limitations to the below;

- (a) any other costs whatsoever incurred or loss suffered by the Owner as a result of the damage to or loss of the Equipment.
- (b) any costs incurred by the Owner in repairing or replacing the Equipment;
- (c) hire charges for the Equipment until the Equipment is replaced or repaired

19. DEFAULT

- (a) Specified Default events for the purposes of this Agreement include:
 - i. failure of the hirer to pay any moneys on the due date and in the manner and currency specified in this Agreement;
 - ii. failure by the hirer to perform any liability under this Agreement, excluding payment default, and, in relation to any remediable or rectifiable failure in the decision of the owner, within 14 days following notice by the owner requiring remedy or rectification;
 - iii. non-compliance by the hirer with or the fact of inaccuracy of any representation or warranty made or deemed to be made delivered to the owner under or in connection with this Agreement, which has a material adverse effect on the owner;
 - iv. the fact of any attachment, execution, writ of execution, garnishee order, charging order, or similar legal process being enforced or levied against any asset of the hirer;
 - v. the appointment of any receiver and/or manager over, or possession taken by any secured party of, any asset of the hirer;
 - vi. cessation of payment generally by the hirer or the inability of the hirer to pay all its debts as and when they become due and payable;
 - vii. the appointment of any administrator of the hirer;
 - viii. the creation by any Security Party of any debt arrangement with its creditors generally or any class of creditors;
 - ix. the fact of any governmental requisition for the compulsory sale or divestment, cessation or alteration of current use of any part of the Secured Collateral which has a Material Adverse Effect or which prevents or impedes the performance of any Security Document;
 - x. the initiation of any investigation under the Australian Securities and Investments Commission Act 2001 or any other legislation of any Security Party or its business activity or business records, which has a Material Adverse Effect;
 - xi. the cessation or proposal for cessation of business generally by the hirer; (b) In the event of any Default by the hirer, the owner may inspect, repair or remove the Equipment at any time and the hirer must

grant the owner access to the Equipment for that purpose. (c) In the event of any Default by the hirer, the owner may retake possession of the equipment, notwithstanding anything else herein contained. (d) If repossession takes place, the owner shall only charge the Hiring Charges up to and including the time of repossession. (e) If the owner is unable to hire the Equipment to the hirer, the owner may in its discretion supply or hire alternative suitable equipment to the hirer. If the alternative equipment is not suitable, the owner will not be liable for any claims arising out of its inability to supply the Equipment or alternative suitable equipment to the hirer. (f) The owner may at any time during any continuing Default, declare all amounts due and payable by the hirer to the owner to be immediately due and payable, and enforce this Agreement.

20. REMEDIES UPON DEFAULT

If the hirer is in default then without prejudice to any other rights or remedies: (a) the hirer may perform any action necessary or desirable to remedy or rectify that default to the satisfaction of the owner at the full cost of the hirer; (b) the owner may terminate this Agreement and any other agreement between the owner and the hirer; and (c) the hirer shall indemnify the owner for any costs incurred in recovering Equipment whether abandoned, unlawfully detained or otherwise.

21. TERMINATION

- I. Without prejudice to any other remedies available to the owner and notwithstanding any period of hire specified the owner may in its absolute discretion terminate this Agreement at any time and/or decline to hire the Equipment to the hirer at any time if;
 - a. If the Hirer fails to pay any hiring charges on or before the due dates.
 - b. 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.
- II. Upon termination of this Agreement the hirer shall promptly return the Equipment to the owner; and
- III. upon termination the owner shall be entitled to take possession of the Equipment and for this purpose the hirer irrevocably appoints the owner its attorney and authorises the owner or its agent to enter on any land or premises owned by or under control of the hirer and recover the Equipment and will pay for and indemnifies the owner against any claims, losses, damages, costs and expenses arising out of the repossession of the Equipment.

22. MAINTENANCE AND REPAIR.

The hirer shall maintain at the hirer's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.