

Terms and Conditions

The Conditions of Hire set out below shall apply to all contracts to the hire of equipment between the Owner (When referred to 'Owner' means Dashi & Co) and the Hirer or their appointed agent. This contract is personal to the Hirer and is not capable of assignment whether in whole or part by the Hirer.

1. Definitions and Law

"ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act; "Conditions" means these general conditions for the hiring of equipment; "Contract" means any contract for the hire of Equipment by the Supplier to the Hiree and includes any document(s) that set out details relevant to the hiring of equipment; "consumer" is as defined in the ACL and in determining if the Hiree is a consumer, the determination is made if the Hiree is a consumer under the Contract; "Equipment" means the good supplied by way of hire by the Supplier to the Hiree; "Default Interest" means an interest at the rate from time to time prescribed in Section 2 of the Penalty Interest Rate Act 1983; "GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended; "Hiree" means person, jointly or severally if more than one, hiring the Equipment or acquiring the services; "Services" means the services provided by the Supplier to the Hiree; "Supplier" means Dashi & Co ABN: 28 662 963 583

2. Deposit/Payment

A non-refundable deposit (typically 20%) must be received at the time of the order, unless otherwise agreed in writing. If the Owner does not receive a deposit from the Hirer, the Owner shall be entitled to cancel the Hirer's order and re-hire the equipment without notifying the Hirer. If the Hirer cancels a booking within 48 hours of the Commencement Date, no refund will be given unless the equipment is re-hired to another customer. If the Hirer's equipment or service is unable to be re-hired to another customer, then the Hirer is liable for payment in full.

The Hirer may be required to pay a bond to the Owner. The bond will be returned in full, less any charges for damaged or soiled equipment. Refunds of bonds may be made up to 1 week after the equipment has been returned to or picked up by the Owner.

The Hirer will pay to the Owner all costs including any administration costs and fees, debt collection fees, legal fees, and disbursements incurred by the Owner in connection with the exercise or attempted exercise of any of its rights and remedies under this hire agreement, including but not limited to, late payment of accounts.

3. Charges

Equipment may be hired from the Commencement Date to the Termination Date. The hire period begins from the time the equipment is delivered or picked up and runs until the equipment is collected up or returned to the Owner, or this hire agreement is terminated due to conditions in this agreement.

All hired equipment is to be returned in the same state as it was hired in. The Hirer shall pay for delivery/removal costs (if applicable), excess use charges, damage to or loss of the equipment, confiscation charges and other fines and professional cleaning costs (if any).

The Hirer shall also pay for any costs and/or loss of earnings incurred by the Owner if the equipment is confiscated, or is returned late or in a damaged state such that the equipment is not available or suitable to hire to a future party. Such costs would include, but is not limited to, sub-hiring equipment from third parties, transportation of sub-hired equipment, and the resulting loss of earnings if the Owner cannot hire the equipment to any future party.

The Hirer is liable for repair or replacement costs of hired equipment if it is damaged, destroyed, or confiscated in any way (which includes but is not limited to: misuse, wilful damage, accidental damage, fire, theft, graffiti while in the possession of the Hirer).

This will be taken from the bond paid previously to the Owner, however if the cost of replacement exceeds the bond payment, or if no bond payment is received, the Hirer will be liable for the excess above the bond payment. The Hirer expressly gives permission to the Owner to recover any charges or debts owed by the Hirer.

4. Delivery and collection

Delivery and collection of equipment may incur an additional fee where outside of the Owners free deliver area as determined by the Owner.

It is the Hirer's obligation to return equipment back to the Owner on the Termination Date, unless collection has been agreed in writing. The Hirer hereby authorises the Owner to bring the Owner's vehicle onto the place where the equipment is to be used or located to deliver, set up and or remove the equipment, either on the expiry of the hire period or on the breach by the Hirer of any term in this contract.

Unless arrangements have been agreed in writing, the Hirer must be present at the delivery address to acknowledge receipt of the equipment. The Hirer agrees to ensure that any site specified on the Hire Agreement, will be clear of all obstructions to allow the Owner to erect, install or place the equipment.

Any items or objects that are required, or requested by the Hirer, to be moved, are done so without any liability to the Owner. The Owner may seek additional payment for any unreasonable delay incurred by the Owner while waiting for the specified area to be cleared.

The Owner is not liable for any compensation to the Hirer or any third parties as a result of the hire not proceeding under this clause.

5. Hirer's Obligations

The Hirer is responsible for checking the equipment upon pickup or delivery. The Owner cannot accept responsibility for shortages or claims after the customer takes possession.

Where the Hirer is not available to check equipment being delivered or collected, the Hirer shall not be entitled to subsequently dispute the amount of, or condition of the equipment. If the Hirer finds that an item of equipment is faulty or is not in working order, the Hirer must notify the Owner immediately.

If the Owner is only notified at the completion of the Termination Date then the Owner is not liable for any compensation to the Hirer. If the Hirer requests the Owner to inspect an item of equipment on site and it is found that the equipment contains no fault then the Hirer may be liable for transportation and labour costs, including any after hour call-out fees.

The Hirer shall:

- Take proper and reasonable care of the equipment at all times; and
- Satisfy themselves that the equipment is suitable for the intended use; and
- Return all equipment in the same state as it was hired; and
- Not attempt to repair or authorise the repair of any equipment without written permission from the Owner or open the protective casing of any equipment whatsoever; and
- Take full responsibility for the maintenance & security of any equipment hired; and
- Agree to notify the Owner in writing of any cancellation or alteration of equipment required; and
- Indemnify the Owner against any claim made by any person against the Owner for any damage, expense, claim, demand action or loss arising directly or indirectly out of the Hirer's use or possession of the equipment; and
- Immediately notify the Owner of any damage to or loss of, or forfeiture of the equipment whatsoever including (by way of example and not limited to) disappearance or theft of equipment, fire, confiscation, negligence or misuse; and

6. Risk & Insurance

The risk in the Equipment and all insurance responsibility for theft, damage or otherwise will pass to the Hiree immediately on the Equipment being delivered to the Hiree or taken from the Supplier's premises.

The Hiree accepts full responsibility for the care, safekeeping and return in good order of the Equipment. The Hiree assumes all risk and liability for loss, damage or injury to persons or to property of the Hiree, or third parties arising out of the use, installation or possession of any of the goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee under the ACL.

The Hiree must either insure the Equipment against loss, theft or damage beyond economic repair on a 'new for old' basis or alternatively indemnify the Supplier in a similar amount. All monies received by the Hiree from an insurance company or from any other source in settlement of such claims are held in trust by the Hiree and must be paid to the Supplier on demand. The Hiree must not compromise any claim without the express consent of the Supplier.