

## **Conditions of Hire**

### **1. Bookings**

To secure a booking of the Goods, Surf Perth requires a completed booking form emailed or faxed by the Customer. A booking is valid from the date Surf Perth confirms acceptance in writing and confirmation of payment is received.

A deposit will be required in cash, or credit card details left, when the Goods are collected.

All quotations are subject to availability of services quoted and are not guaranteed until confirmation of payment is received and booking confirmed. Some quotations will have validity dates on them and if payment is not received by that expiry date then the quotation will automatically cancel without notification.

The Goods means all goods specified on the booking form.

### **2. Proper Use and Ownership of Goods**

The Customer must use the Goods in a skilful and proper manner for the purposes intended, and in the manner recommended by the manufacturer. The Customer acknowledges that the Goods are the property of Surf Perth. During the period of hire, the Customer shall not sell, lease, pledge, assign, transfer, part with possession of or deal with Goods in any manner which may affect Surf Perth's ownership of the Goods.

The Customer acknowledges having:

- a) selected the Goods without relying on the skill or judgment or any advice from Surf Perth as to the fitness of the Goods for any particular purposes of the Customer;
- b) satisfied itself as to the quality and fitness of the Goods for the purposes of the Customer upon taking delivery of the Goods.

### **3. Breakdown and Damage**

The Customer shall be responsible for any loss or damage to the Goods for any reason whatsoever except loss or damage as a result of reasonable wear and tear.

In the event of a breakdown or failure of Goods or defect in the Goods becoming apparent during the Period of Hire, the Customer shall return it immediately or notify Surf Perth. The Customer shall not repair or attempt to repair or cause any repair to be made to the Goods without the prior consent of Surf Perth in writing. If the breakdown or failure is caused by reasonable wear and tear or a defect in the Goods, and was not caused or contributed to by misuse or negligence of the Customer or any person under its control, the Period of Hire shall cease on return or notification to Surf Perth.

In no event shall Surf Perth be responsible for any expenditure, damage, sum for delay inconvenience or loss incurred by the Customer (and including no liability for any consequential losses) arising out of any breakdown or failure or any defect in the Goods whether caused by fair wear and tear, lack of repair, negligence or any other reason whatsoever.

No conditions or warranties as to fitness for purpose, merchantable quality, correspondence with the description or otherwise shall be implied in these Conditions of Hire except to the extent that any condition or warranty may be included or be implied by statute and may not be excluded by agreement. Any condition or provision inconsistent with such implied condition or warranty shall be of no force and effect to the extent of that inconsistency. The liability of Surf Perth for a breach of a condition or warranty implied in this Agreement by the Trade Practices Act, 1974 (other than pursuant to s.69 thereof) shall be limited to the replacement of the Goods or the supply of equivalent Goods.

#### **4. Return of Goods**

The Customer shall return the Goods to Surf Perth on or before the due date as shown on the invoice in good order and condition, including being properly cleaned.

#### **5. Period of Hire**

The Hire Period is that period set out in the Booking Form. If the Customer cancels the booking after it has been accepted or fails to take delivery of the Goods the Customer Surf Perth is entitled to keep all monies paid to it. The Customer is not entitled to any refund of the Price if it returns the Goods before the Hire Period Ends.

The Goods shall be deemed to have been duly delivered and returned if delivered and returned to Surf Perth's premises during Surf Perth's business hours.

Where Surf Perth agrees in writing that it will accept return of the Goods other than at Surf Perth's premises, the Customer shall remain responsible for the Goods until the earlier of such time as Surf Perth collects the Goods or the expiry of 5 days from after the date agreed for collection.

Surf Perth can repossess the Goods if:

- a) the Customer fails to pay any hiring charge by the due date;
- b) the Customer does or permits to be done any act or thing which may prejudice Surf Perth's rights in respect of the Goods; or
- c) the Customer commits any breach of the Contract.

For the purposes of re-possessing the Goods pursuant to this clause, Surf Perth may enter upon or into any premises where the Goods may be without notice and the Customer indemnifies Surf Perth in respect of any claims, damages or expenses arising out of any such action. Repossession of the Goods by or on behalf of Surf Perth shall be without prejudice to any other rights of Surf Perth arising out of this Contract.

#### **6. Payment of Hiring Charges**

The Customer shall immediately pay to Surf Perth the hiring charges which includes the Price and any additional fees when placing the booking.

In addition to the hiring charges the Customer will pay a cash deposit when collecting the Goods.

The Price is for the hiring of the Goods for the Hire Period. It does not include delivery or pick up, unless otherwise stated.

The Customer must pay to Surf Perth in addition to the Price, all costs incurred by Surf Perth:

- a) for delivery of the Goods, including any additional costs for delivery to other than street level;
- b) for providing any service to the Customer outside of ordinary work hours, on weekends or public holidays;
- c) arising from a variation to the Contract, including without limitation: a change in the type of Goods required or a change in the delivery or pick up instructions from those first agreed;
- d) arising from a failure of the Customer to be in attendance at the agreed time for delivery or pick up of the Goods;
- e) in cleaning the Goods where it has been returned in an unclean state;
- f) for repair of the Goods
- g) in enforcing any provision of the Contract against the Customer; and
- h) for replacement of any Goods not returned by the Customer at the end of the Hire Period, or at Surf Perth's election 100% of the daily rate applicable under the Contract for each day or part thereof that Goods remains unreturned.

This provision does not limit Surf Perth's rights to damages, compensation or indemnity under any other provision of these Terms. The Customer must pay interest to Surf Perth 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.

## **7. Deposit**

Surf Perth holds the deposit as security for the due performance by the Customer of its obligations and may apply the whole or part of the deposit at any time against moneys due but unpaid or any expenses, loss or damage incurred by Surf Perth as a result of a failure by the Customer to perform properly its obligations. Application by Surf Perth of the whole or any part of the deposit pursuant to this clause shall be without prejudice to any other rights of Surf Perth arising out of this Contract.

Where Goods are not returned to Surf Perth by the Customer by the expiration of the hire period where an extension of the hire period has not been agreed between the Customer and Surf Perth, Surf Perth may forfeit the Deposit and shall be at liberty to immediately notify the police of the circumstances and at the cost and expense of the Customer repossess the Goods.

## **8. Safety**

The Customer acknowledges that in connection with the Goods and its use, it is solely responsible for obtaining all advice or information necessary for the safety of and the safe use of the Goods.

The Customer assumes all risks and liabilities in respect of the Goods and for injuries to and death of persons and damage to property arising from the possession use or storage of the Goods. Surf Perth will not be responsible for damage to person or property caused from the use or misuse of Goods.

To the maximum extent permitted by law, the Customer indemnifies Surf Perth from any loss of or damage to the goods, and any loss, damage, claim, expense, damage, cost or proceeding which may arise as a result, directly or indirectly, arising from the Customers possession, use and storage of the Goods.