

Recitals:

R1. In-Tents Events (owner) is the proprietor of the plant and equipment ("equipment") listed in this Hire Agreement

R2. The hirer will hire the equipment specified in the schedule from the owner upon the terms and conditions in this Agreement.

Operative Part:

1. HIRE OF PLANT AND EQUIPMENT

1.1 Agreement Acceptance: - By commencing a booking, the Hirer expressly agrees to adhere to all terms stipulated within this hire agreement. It is the Hirer's responsibility to thoroughly review and comprehend all clauses within the hire agreement before initiating the booking or submitting payment.

1.2 Commencement and Duration of Hire: - The hiring of the equipment begins from the mutually agreed hire date and extends until the Equipment is picked up or returned.

1.3 Usage and Extension: - The Hirer is granted the entitlement to utilize the Equipment for the agreed-upon hire period and any extensions explicitly permitted in writing.

1.4 Return of Equipment: - The Hirer obliges to return the Equipment to the Owner's specified address by the conclusion of the hire period or to have the Equipment ready for scheduled pickup as outlined in the Booking.

1.5 Non-Refund of Hire Charges: - Regardless of the reason, the Owner retains the right to withhold any hire charges if the Hirer opts to return the Equipment before the hire period's conclusion.

2. PAYMENT FOR RENTAL

2.1 Hire Fee Agreement: - The Hirer agrees to fulfill the obligation of paying the specified hire fee for the Equipment as outlined in the invoice, encompassing any applicable GST charges, throughout the agreed hire period.

2.2 Payment Timeline: - The full hire fee amount must be settled with In-Tents Events no later than 30 days prior to the scheduled commencement date of the hire period, ensuring timely completion of the payment process. This timeline ensures adequate processing and preparation of the Equipment for the scheduled rental period.

2.3 Alternative Payment Arrangements: - In exceptional circumstances, where mutually agreed upon with In-Tents Events, alternative payment schedules or arrangements differing from the standard 30-day requirement may be considered and documented accordingly in the agreement.

3. Fee & Cancellation

3.1 The Fee must be paid as follows: (a) the Deposit on the day you accept the hire Contract of 40% (b) the balance at least 30 days prior to delivery or collection of the Equipment.

3.2 Where the Hire Period is extended, the Fee will increase as agreed between the parties, and the increased Fee must be paid at least 2 business days prior to the expiry of the initial Hire Period.

3.3 Additional Costs may apply when: (a) erecting or dismantling the Equipment is required (b) the Equipment is not properly packed and ready for collection (c) clearing and leveling of sites is required (at In-Tents Events' sole discretion). (d) Setup and Dismantling Fees, Delivery and Pickup Costs, Cleaning and Maintenance Fees, Late Return Fees, Damage or Loss Charges, Special Service Charges, Site Preparation Costs, Utility Costs, Permitting or Licensing Fees, Customization or Special Requests, Security or Insurance Fees, Last-Minute Changes or Additions.

3.4 A - Cancellation Policy:

(a) All payments made towards booking the Equipment are non-refundable due to the nature of our business and the advanced scheduling required for events. As events are often booked well in advance, sometimes up to 2 years ahead, cancellations close to the event date result in significant financial loss for In-Tents Events. Therefore, In-Tents Events strictly upholds a non-refundable policy to safeguard against revenue loss arising from last-minute cancellations.

(b) In cases of cancellation or failure to take delivery of the Equipment: - In-Tents Events reserves the right to charge a cancellation fee as stipulated in the contract. This fee accounts for the full or partial amount owed under the Hire Contract, as previously agreed upon in writing. The specific terms concerning cancellation fees will be clearly outlined in the contract, and exceptions will not be typically considered due to the non-refundable policy.

3.4 B - Illness or Sickness Related Cancellation & Postponement Terms:

Recognizing the unique challenges posed by COVID-19 and other illness-related scenarios, the following terms apply:

(a) COVID-19 Related Cancellations & Postponements: - In the event of a COVID-19-related cancellation or postponement: - Postponement: In-Tents Events acknowledges the impact of COVID-19 on event plans and offers flexibility for rescheduling without additional fees, subject to availability. - Cancellation: Payments made towards booking the Equipment remain non-refundable. However, considering the unprecedented nature of COVID-19, In-Tents Events may provide a credit note for future events, deducting any unrecoverable expenses already incurred directly related to event preparation.

(b) General Illness or Sickness: - This policy extends beyond COVID-19 to cover illness or sickness affecting the feasibility of the event. In-Tents Events understands unforeseen health circumstances and offers flexibility for event rescheduling without additional fees, subject to availability, while maintaining the non-refundable stance on payments.

(c) Documentation Requirement: - Proper documentation or evidence of illness may be required for consideration of rescheduling or credit note issuance.

(d) For any cancellations or postponements unrelated to illness or sickness: - In-Tents Events adheres to the standard cancellation policy outlined in section 3.4 A

3.4 C – In the event of government-enforced mandates, lockdowns, or illness-related concerns:

(a) COVID-19 Mandates and Illness-Related Concerns:

In-Tents Events reserves the right to verify and confirm all relevant documents concerning COVID-19 mandates or illness-related issues. Failure to produce necessary documents or satisfy safety standards may result in In-Tents Events, at its discretion, offering to postpone or cancel the booking without a refund, as outlined in section 3.4 B.

(b) Event Date Changes Due to Unforeseeable Circumstances:

If the Hirer needs to change the event date due to unforeseen circumstances, In-Tents Events, at its sole discretion, may choose to waive the fees outlined in section 3.4.

(c) Fee Payment and Currency: -

The Fee is payable even if the Equipment is collected or returned prior to the expiry of the Hire Period. - All tax invoices must be paid in Australian dollars.

(d) Payment Delinquency:

If the Fee is not paid by its due date, In-Tents Events reserves the right to cancel the booking or charge interest at the rate of 50% per annum above the standard rate.

(e) Bonds and Deposits:

Bonds and deposits are non-refundable and will only be refunded at In-Tents Events' discretion.

4. SUBSTITUTION

In-Tents Events retains the right to substitute any part of the Equipment hired with an available alternative of similar quality and functionality, absolving In-Tents Events from any liability to the Hirer.

(a) Available Alternatives: - In-Tents Events will provide available substitutes of comparable quality and functionality. The availability of specific Equipment may vary, and In-Tents Events cannot guarantee an exact match in all cases.

(b) Hirer Notification: - Whenever feasible, In-Tents Events will endeavor to inform the Hirer about intended substitutions in advance. However, operational circumstances might necessitate immediate substitutions without prior notice.

(c) Exemption from Additional Liabilities: - The substitution of Equipment by In-Tents Events does not impose any additional liabilities or obligations on the Hirer, beyond those stipulated in this agreement.

(d) Right to Available Alternatives: - The Hirer acknowledges that, in the event of substitution, In-Tents Events will provide available alternatives and holds the right to provide suitable substitutes based on current inventory, without compromising the intended functionality of the hired Equipment.

5. TITLE

Title to the Equipment at all times remains with In-Tents Events. Ownership and title to the Equipment are not transferred to the Hirer at any point during the hire period or subsequent to it.

(a) No Transfer of Ownership: - The Hirer understands and agrees that no transfer of ownership, rights, or title of the Equipment occurs, irrespective of the duration of its use or possession by the Hirer.

(b) Ownership Protection: - In-Tents Events retains full ownership and legal title to the Equipment, safeguarding its rights and

interests therein. The Hirer shall not claim or create any rights, liens, charges, or encumbrances on the Equipment during the hire period.

(c) Care and Responsibility: - While in possession or use of the Equipment, the Hirer bears responsibility for its safekeeping, ensuring proper usage, and maintenance in line with the provided guidelines.

(d) Return of Equipment: - Upon completion of the hire period, the Equipment must be returned to In-Tents Events in its original condition, barring fair wear and tear, as per the terms specified in this agreement.

6. DELIVERY

If In-Tents Events agrees to deliver the Equipment to the Hirer:

(a) Delivery Location and Timing:

- Delivery will be made to the location specified by the Hirer for the agreed delivery fee. In-Tents Events will exert its best efforts to ensure the Equipment is delivered before the commencement of the Hire Period. However, In-Tents Events cannot be held liable for any loss outside of the booking resulting from delayed, late, or non-delivery of the Equipment.

(b) Delivery Commencement:

- Delivery is considered initiated once the Equipment leaves In-Tents Events' premises.

(c) Delivery Conditions and Access:

- In-Tents Events delivers using trucks and trailers, and all bookings are based on the assumption that we have sufficient access to drive in and turn around at the site. Due to the size and weight of marquee-related items, it is the Hirer's obligation to inform In-Tents Events if items need to be carried into the site. If truck-side delivery is not possible and carrying items is required, additional hire costs will apply.
- Failure to disclose access limitations preventing truck-side delivery may result in termination of the booking or higher costs being charged on the day.

(d) Underground Utilities and Marking:

- The Hirer is responsible for ensuring that all underground utilities, pipes, and any other relevant items are properly marked before the installation of the Equipment. Any damage caused to unmarked underground utilities is the liability of the Hirer, as it is their obligation to ensure clear identification prior to installation.

(e) Hirer's Responsibility:

- The Hirer is responsible for ensuring their presence on-site on the designated drop-off date to facilitate access for In-Tents Events. Failure to receive the delivery may result in cancellation of the booking without refund.

(f) Non-Liability for Delivery Issues:

- The Hirer acknowledges that In-Tents Events is not responsible for any loss caused by delays, late delivery, or non-delivery of the Equipment in the event of unforeseen circumstances out of our control. In-Tents Events will endeavour to adhere to the agreed-upon delivery schedule but cannot guarantee against unforeseen circumstances.

7. RETURN OF EQUIPMENT AND LATE RETURN

7.1 Equipment Return Deadline: - The Hirer is required to return all Equipment to In-Tents Events before 4:30 PM on the final day of the Hire Period.

7.2 Late Return Charges: - Should the Equipment not be returned by 4:30 PM on the last day of the Hire Period, In-Tents Events reserves the right, at its sole discretion, to levy Additional Costs. These costs will be reasonably calculated by In-Tents Events, considering the losses incurred due to the Hirer's failure to comply with the return deadline.

7.3 Collection Arrangements: - If In-Tents Events agrees to collect the Equipment from the Hirer, the Hirer is responsible for ensuring the Equipment is available for collection at the previously specified location. The Equipment should be in a clean, dry, and appropriately packed condition, unless otherwise mutually agreed upon in writing by In-Tents Events.

8. ACCESS

8.1 Property Access and Permission: - The Hirer assures that In-Tents Events has the necessary authorization to enter the property designated for Equipment use, encompassing both delivery and inspection throughout the Hire Period.

8.2 Event Preparation and Equipment Needs:

(a) Power Supply: The Hirer assumes the responsibility to ensure an uninterrupted and sufficient power supply for all Equipment requiring electricity. This includes, but is not limited to, lighting setups, audiovisual systems, heating or cooling units, and any other

electrical components essential for the event's operations.

(b) Utility Connections: Alongside power supply, the Hirer is accountable for arranging other vital utility connections. This may involve ensuring adequate water supply, proper drainage facilities, or any additional utilities imperative for the effective operation of the hired Equipment.

(c) Venue Compliance: The Hirer must confirm that the event venue complies with the technical specifications essential for the hired Equipment. This encompasses safety protocols, space suitability, and structural requirements to safely house and operate the Equipment.

(d) Operational Readiness: The Hirer must ensure all necessary preparations are completed before the event. This involves setting up the Equipment according to pre-arranged configurations specified in the agreement. It also includes conducting operational tests to verify the Equipment's functionality and readiness for the event.

(e) Event-Specific Needs: Addressing specific event requirements forms a critical part of the Hirer's responsibilities. This may involve arranging staging setups, seating arrangements, logistical layouts, or any other event-specific elements instrumental in facilitating a seamless event experience utilizing the hired Equipment.

9. OBLIGATIONS OF HIRER

9.1 The Hirer is obligated to:

(a) Maintain Equipment Ownership: Refrain from selling, transferring, assigning, leasing, or disposing of the Equipment in any manner. The Hirer should not part with possession or initiate any actions that could jeopardize the Equipment's ownership status.

(b) Avoid Financial Obligations: Ensure no mortgage, lien, charge, or encumbrance is placed on or against the Equipment, safeguarding it from any financial obligations or legal claims.

(c) Preserve Equipment Identity: Refrain from altering, defacing, or removing any identifying marks, such as names, identification numbers, trademarks, or other labels on the Equipment, maintaining its original identity.

(d) Restricted Relocation: Obtain prior written consent from In-Tents Events before relocating the Equipment from its designated location, preventing unauthorized removal.

(e) Prompt Reporting: Immediately notify In-Tents Events in case of Equipment seizure, attempted seizure, significant loss, or damage incurred, ensuring timely communication and resolution.

(f) Adherence to Instructions: Comply with all manufacturer's instructions and In-Tents Events' recommendations concerning the proper use and handling of the Equipment, adhering to specified guidelines.

(g) Proper Operation and Maintenance: Operate and maintain the Equipment according to manuals, established methods, and industry standards relevant to Equipment of similar type, ensuring appropriate usage.

(h) Qualified Personnel Operation: Ensure that only competent, properly qualified, certified, licensed, and/or trained personnel operate the Equipment, ensuring safe and efficient utilization.

(i) Maintenance and Repairs: Maintain the Equipment in good working order, undertaking necessary servicing, repairs, and upkeep except for instances of fair wear and tear, to sustain its functionality and condition.

(j) Cleaning and Maintenance: Properly clean and thoroughly dry the Equipment before the expiry of the Hire Period, maintaining cleanliness and hygiene standards.

(k) Immediate Damage Reporting: Report any damages to the Equipment promptly to In-Tents Events, enabling timely assessment and resolution.

(l) Protection of Rights: Undertake necessary measures to protect In-Tents Events' title and rights in relation to the Equipment, ensuring their safeguarding and preservation.

9.2 Adherence to Legal Requirements: The Hirer must fully comply with all applicable laws, regulations, requirements, and rules concerning the registration, licensing, proper usage, and lawful operation of the Equipment, ensuring adherence to legal standards and protocols.

10. ACKNOWLEDGMENTS OF HIRER

10.1 The Hirer acknowledges that:

(a) Equipment Suitability: Before entering the Hire Contract, the Hirer has independently assessed the Equipment's suitability for their specific purposes.

(b) Acceptance of Terms: The Hirer has thoroughly read, comprehended, and consents to be bound by the complete terms, conditions, and implications outlined in these Conditions of Hire.

- (c) Authorization of Offer: The person presenting the Offer to Hire was duly authorized to do so on behalf of the Hirer.
- (d) Disclaimer of Conditions and Warranties: All conditions and warranties, whether statutory or otherwise, related to the Equipment's condition, suitability, capacity, quality, fitness, safety, or title, are explicitly disclaimed and excluded. In-Tents Events offers no condition, warranty, or representation beyond what is explicitly detailed in these Conditions of Hire.
- (e) Receipt of Instructions: Adequate verbal and/or written instructions on the appropriate use of the Equipment have been provided to the Hirer.
- (f) Assumption of Risk: The Hirer accepts that the use, operation, and possession of the Equipment entail inherent risks, and assumes responsibility for said risks.
- (g) Continued Obligations: The Hirer acknowledges their ongoing obligations to fulfill hire charges and comply with the Conditions of Hire, in accordance with legal provisions, notwithstanding any defects, breakdowns, damages, or losses incurred by the Equipment.

11. WARRANTY AND INDEMNITY

11.1 Indemnification Obligation: You agree to indemnify, to the fullest extent permitted by law, and hold harmless In-Tents Events, its officers, directors, employees, agents, successors, and assigns against any actions, claims, demands, losses, damages, suits, including legal costs incurred on a solicitor and client basis, brought by any party against In-Tents Events, directly or indirectly related to or arising from the Hire Contract.

11.2 Indemnification Scope: You further agree to indemnify and hold In-Tents Events harmless from any actions, claims, demands, losses, damages, liabilities, and responsibilities that arise as a result of:

- (a) Your breach of the Hire Contract; or
- (b) Any act, omission, negligence, unlawful conduct, or deliberate misconduct, including actions undertaken by your officers, directors, employees, agents, successors, and assigns that contravene these Conditions of Hire or relate to the subject matter of the Hire Contract.

LIMITATION OF LIABILITY

12.1 The Hirer acknowledges that, except as otherwise specified in these Conditions of Hire, In-Tents Events shall not be held liable for any direct, indirect, or consequential loss or damage to the Hirer or their property. This includes, but is not limited to, loss of profits or revenue or costs incurred due to the loss or use of the Equipment under any circumstances.

12.2 To the maximum extent permissible by law, the Hirer releases and absolves In-Tents Events, its agents, and employees from all claims, demands, losses, or damages of any nature or kind. This encompasses death, injury, accidents, property damage, delay, financial loss, or any other harm incurred directly or indirectly due to or incidental to Equipment breakdowns, defects, accidents involving the Equipment, or its use, operation, repair, maintenance, or storage, whether suffered in, upon, or near the Equipment.

12.3 If clauses 12.1 and 12.2 are deemed invalid under the law and where legally permissible, In-Tents Events' liability for breaching any implied warranties or terms under the Conditions of Hire is restricted. In such cases, the liability will be limited to the lesser amount between the cost of re-providing the services outlined in the Hire Contract or the Fee payable under the Hire Contract.

13. INSURANCE

13.1 Throughout the Hire Period, the Hirer must, at their own expense, maintain insurance covering:

- (a) Loss of or damage to the Equipment, valuing not less than the current market value of the Equipment.

13.2 The Hirer's obligations include:

- (a) Ensuring that In-Tents Events is listed as the owner of the Equipment in any insurance policy pertaining to the Equipment.
- (b) Providing In-Tents Events, upon request, with a certified copy of each insurance policy issued by the insurer for the Equipment, along with a valid certificate of currency.
- (c) In the event of the Hirer's failure to comply with the insurance obligations outlined in this section, it is explicitly understood that such failure shall not relieve the Hirer of their responsibilities. The Hirer remains governed by relevant legal regulations and laws, maintaining their obligation for the replacement or associated costs related to any loss or damage as stipulated in this agreement.

14. LOSS OR DAMAGE

14.1 In the event of a breakdown or safety concerns with the Equipment during the Hire Period, the Hirer must promptly notify In-

Tents Events (including providing the relevant police report, if applicable). The Hirer should discontinue Equipment use and refrain from attempting repairs. It is the Hirer's responsibility to prevent further damage to the Equipment and ensure the safety of individuals and property from any associated risks.

14.2 If the Equipment is lost, damaged, or stolen, the Hirer must immediately inform and provide comprehensive details to In-Tents Events. For incidents occurring outside In-Tents Events' standard business hours, the Hirer should leave a message on the answering service. In emergencies or cases of damage, an emergency contact is available.

14.3 The Hirer acknowledges full responsibility for any loss or damage sustained by the Equipment from the commencement of the hire date, except for damage arising from a negligent act or omission by In-Tents Events, throughout the Hire Period. The Hirer bears the cost of any replacements or repairs resulting from loss or damage, including the incurred hire charges during the Equipment repair period. In the event of Equipment loss or damage, the Hirer must promptly notify In-Tents Events and comply with reasonable requests pertaining to In-Tents Events' inquiries into the loss or damage.

14.4 The Hirer agrees to remit to In-Tents Events all funds subsequently received from any insurance policy or any other source due to the incident, in addition to their existing responsibilities.

15. TERMINATION

15.1 In-Tents Events reserves the right to immediately terminate the Hire Contract and repossess the Equipment if:

(a) You breach or default under any of these Conditions of Hire and fail to rectify the breach or default within one (1) Business Days of receiving a notice from In-Tents Events; or

(b) You become bankrupt, or an administrator, receiver, liquidator, or external controller is appointed.

15.2 Upon termination of the Hire Contract under this clause 15, you must promptly arrange for the Equipment to be available for collection by In-Tents Events at a specified date and time.

15.3 Should you fail to comply with clause 15.2, you grant In-Tents Events or its agents the consent to access the premises where the Equipment is situated, whether or not you are present. In-Tents Events may use reasonable force necessary to repossess the Equipment.

15.4 You agree not to hold In-Tents Events or its agents liable for any damages resulting from or connected with the repossession of the Equipment as per clause 15.3.

16. GST

16.1 Unless otherwise stated, an amount payable by under these Conditions of Hire 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.

17. FORCE MAJEURE

17.1 In the event that In-Tents Events is unable, wholly or partially, to fulfill its obligations due to circumstances beyond its control, including but not limited to acts of God, inclement weather, strikes, lockouts (including government-imposed lockdowns), fires, riots, civil commotion or unrest, interference by civil or military authorities, or acts of war, In-Tents Events may provide notice to the Hirer, providing comprehensive details of the force majeure event. In such cases, the obligations of In-Tents Events under the Hire Contract shall be temporarily suspended to the extent affected by the force majeure event for the duration of the force majeure.

18. MISCELLANEOUS

18.1 The Hire Contract shall be governed by and construed in accordance with the laws of Queensland, Australia. Any dispute, controversy, or claim arising out of or in connection with the Hire Contract shall be subject to the exclusive jurisdiction of the courts of Queensland, Australia.

18.2 If any provision of the Hire Contract is determined to be invalid, illegal, or unenforceable, it shall not affect the validity, legality, or enforceability of any other provision of the Contract. The parties shall make reasonable efforts to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that reflects the original intent of the parties.