

## Good Time Event Hire Pty Ltd Hire of Equipment – Terms and Conditions

### Good Time Event Hire Pty Ltd Hire of Equipment – Terms and Conditions

#### 1. Definitions

The following definitions apply to these Terms and Conditions:

(a) **“Additional Charges”** is defined in clause 5 of this Agreement.

(b) **“Agreement”** means this Agreement, including the Schedule, and any variation in writing after the date of the agreement.

(c) **“Attendee”** means each individual person attending the Site for an event for which the Marquees are used, regardless of whether such attendees were invited.

(d) **“Buildings and Portables”** means the buildings and portables as described in Item 3 of the Schedule provided and set up by Good Time Event Hire for the Client at the Site.

(e) **“Client”** means the Party hiring the Equipment from Good Time Event Hire as described in Item 1 of the Schedule.

(f) **“Confidential Information”** means information or documents provided to, received by or produced by a Party in respect of the supply of the Marquees and the Equipment but excluding information that is generally available to the public or is known to a Party before the date of this Agreement.

(g) **“Consumer Guarantees”** means the guarantees relating to the supply of goods and services contained in the Consumer Law.

(h) **“Consumer Law”** means the Australian Consumer Law.

(i) **“Damage Waiver Fee”** means the amount payable by the Client to the Owner set out in Item 7 of the Schedule to cover the costs associated with the normal wear and tear to the Equipment

(j) **“Deposit”** means the amount payable by the Client to Good Time Event Hire set out in Item 8 of the Schedule.

(k) **“Due Date for Payment”** means the due date for payment of the Hire Charges as set out in Item 9 of the Schedule

(l) **“Engineering Requirements”** means the engineering requirements prescribed by the Victorian Building Authority in relation to the Marquees.

(m) **“Equipment”** means the plant, equipment, furniture and/or machinery (as the case may be) described in Item 4 of the Schedule and (where applicable) any additional equipment which Good Time Event Hire hires to the Client by agreement between the parties.

(n) **“Event Management Plan”** means the plan which outlines legal duties which must be taken by the Client to ensure the health and safety of Attendees.

(o) **“Good Time”** means Good Time Event Hire Pty Ltd (ACN 669 569 877)

(p) **“Force Majeure Event”** means any of the following events:

- (i) A severe Weather Event;
- (ii) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, or epidemic;
- (iii) embargo, power shortage or water shortage;

(iv) any state-wide or nationwide industrial action affecting the construction or the delivery of the Equipment which is not caused or contributed to by a Party;

(v) a change in law;

the consequences of which:

(vi) are beyond the control of the party claiming relief (“Affected Party”); and

(vii) could not have been prevented, overcome or remedied by the exercise by the Affected Party of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances (including the expenditure of reasonable sums of money); and

(viii) mean the Affected Party is incapable of complying with their obligations pursuant to this Agreement as a result of the event.

(q) **“Hire Charges”** means the rates payable by the Client for the hire of the Marquees and Equipment as set out in Item 6 of the Schedule.

(r) **“Hire Period”** means the period described in Item 5 of the Schedule.

(s) **“Marquees”** means the marquees as described in Item 2 of the Schedule provided and set up by Good Time Event Hire for the Client at the Site and includes the Buildings and Portables.

(t) **“Party”** means a Party to this Agreement and includes all assignees, employees, agents or sub-contractors.

(u) **“PPSA Act”** means the *Personal Property Securities Act 2009* (Cth) and any regulations and amendments made under the PPSA Act.

(v) **“Quote”** means the quote or invoice provided by Good Time Event Hire to the Client as detailed in Item 11 of the Schedule.

(w) **“Schedule”** means the schedule to this Agreement.

(x) **“Site”** means the address set out in Item 10 of the Schedule where the Marquees will be located.

(y) **“Tax Invoice”** means a fully itemised validly issued tax invoice for the relevant amount.

(z) **“Terms”** means the Terms and Conditions of this Agreement.

(aa) **“Third Party”** means any other party who is not a party to this Agreement, including Attendees.

(bb) **“Weather Events”** means an act of God/natural weather event including lightning, storm, natural flood, fire, landslide or earthquake.

(cc) **“Wind Management Plan”** means the plan which seeks to identify the possible risks associated with wind, and outlines the proactive and reactive actions to take at each level of risk in relation to the Marquees and Equipment.

#### 2. Interpretation

Interpretations in this Agreement, unless the context requires otherwise:

(a) singular includes the plural and vice versa;

(b) writing” include any communication sent by letter, facsimile transmission or email;

(c) nothing in these Terms and Conditions is to be read or implied so as to exclude, restrict or modify any

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condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified;

(d) the Client acknowledges that this Agreement consists of these Terms and Conditions, the Schedule and any documentation expressly incorporated as part of the Agreement; and

(e) the Client agrees that it has read and understood the Terms and Conditions before executing the Agreement.

### 3. Hire of the Equipment

(a) The Client agrees to hire the Marquees and the Equipment from Good Time Event Hire for the Hire Period and Good Time Event Hire agrees to provide the Marquees and Equipment to the Client for the Hire Period.

(b) The Client must pay the Hire Charges and the Damage Waiver Fee to Good Time Event Hire for the hire of the Marquees and Equipment.

(c) The Client agrees to ensure the Marquees and Equipment is at the Site and available for collection by Good Time Event Hire at the end of the Hire Period in the condition required pursuant to this Agreement.

### 4. Other Charges

In addition to the Hire Charges, the Client will be responsible for the fees and charges in respect of the following:

(a) if the Client does not return the Marquees and Equipment in clean and good working condition, charges for the cleaning and repair of the Marquees and Equipment;

(b) any stamp duty or GST arising out of this Agreement;

(c) any other applicable tolls, levies, fines, penalties and any other government charges arising out of the Client's use of the Marquees and Equipment;

(d) charges for payment made by credit card;

(e) any additional costs Good Time Event Hire incurs in setting up the Marquees in accordance with clause 8(b) and (c).

(f) any costs incurred by Good Time Event Hire in repairing or conducting maintenance on the Marquees or Equipment., including the cost of Good Time Event Hire attending the Site during any event;

(g) any other charges or expenses paid or payable by Good Time Event Hire arising out of this Agreement.

(Additional Charges).

### 5. Payment

(a) The Client must pay the Hire Charges in full by the Due Date for Payment.

(b) The Client must pay any Additional Charges, where applicable, within seven (7) days of receiving a Tax Invoice from Good Time Event Hire.

(c) If the Client does not make any payment under this Agreement in full by the due date, Good Time Event Hire may cease or suspend supply of the Marquees and Equipment to the Client, terminate this Agreement and/or charge:

(i) Interest of two percent (2%) per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983* (Vic) on the amount outstanding from the due date until the date of payment; and

(ii) any costs and expenses (including legal costs) incurred by Good Time Event Hire in recovering any unpaid

amounts under this Agreement and/or enforcing compliance with the terms of this Agreement.

### 6. Deposit

(a) The Client must pay the Deposit to Good Time Event Hire on the date of entering into this Agreement.

(b) If the Client breaches this Agreement, or subject to clause 7, if the Client cancels this Agreement, the Client agrees that Good Time Event Hire shall be entitled to retain the Deposit and the Deposit will vest in Good Time Event Hire and become the absolute property of Good Time Event Hire.

### 7. Cancellation Terms

(a) If the Client seeks to cancel this Agreement, the following payments shall apply.

(i) if cancelled within 30 days of the commencement of the Hire Period, the Client shall pay 50% of the Hire Charges (inclusive of GST);

(ii) if cancelled within 15 days of the commencement of the Hire Period, the Client shall pay 65% of the Hire Charges (inclusive of GST);

(iii) if cancelled within 7 days of the commencement of the Hire Period, the Client shall pay 80% of the Hire Charges (inclusive of GST) plus any Additional Charges incurred; and

(iv) if cancelled at any time after the Marquees have been substantially set up by Good Time Event Hire at the Site or within 1 day of the commencement of the Hire Period, the Client shall pay 100% of the Hire Charges (inclusive of GST) plus any Additional Charges incurred.

### 8. Delivery and Set Up

The Client acknowledges and agrees that:

(a) Good Time Event Hire will deliver the Marquees and Equipment to the Site and set up the Marquees and Equipment (unless otherwise agreed).

(b) In the event that there is:

(i) a change to the proposed location on the Site where the Marquees are to be set up from the date of the Quote; or  
(ii) additional supports or stumping required to set up the Marquees or additional time required to construct the Marquees in the proposed location

as a result of:

(iii) A request by the Client to change the location of the Marquees, or

(iv) the site plan provided by the Client nominating an unsuitable site or not accurately disclosing the details of the surface (including but not limited to uneven ground or instable surfaces) on which the Marquees are to be constructed; or

(v) changes in the surface upon which the Marquees are intended to be located from the date of the Quote (including but not limited to as a result of Weather Events which have occurred or are predicted to occur); the Client must pay to Good Time Event Hire the Additional Charges as a result of such change.

(c) Should the Client alter its installation or delivery requirements prior to, during, or after delivery, the

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Client is liable for all extra costs associated with such alteration.

(d) Subject to the Client paying Good Time Event Hire the Hire Charges for the first week of the Hire Period, Good Time Event Hire will:

- (i) set up the Marquees and Equipment in accordance with the Engineering Requirements; and;
- (ii) issue the regulation 126 certificate of compliance to confirm that the Marquees have been constructed in accordance with the requirements prescribed by the Victorian Building Authority.

### 9. Use of the Marquees and Equipment

(a) The Client takes full responsibility, at its own expense, for the conduct of any events in or around the Marquees including:

- (i) management of the event, the Attendees and the surrounding environment;
- (ii) the provision of all necessary utilities, services and facilities;
- (i) monitoring weather conditions; and
- (ii) keeping Attendees, staff and facilities safe and secure.

(b) The Client must comply with:

- (i) all laws applicable to conducting an event in the Marquees including, but not limited to, obtaining any necessary permits or approvals;
  - (ii) any Wind Management Plan obtained by Good Time Event Hire.
- (c) The Client must obtain any other required Event Management Plan, Wind Management Plan, risk assessment or safety or evacuation or other plan required by law, and the Client acknowledges that:

- (i) Good Time Event Hire is not required to approve or give any advice or assistance to the Client in connection with the preparation of the plans;
- (ii) to the extent permitted by law, Good Time Event Hire is not liable for any such approval, advice and assistance that may be given to the Client.

(d) The Client must do anything reasonably necessary to comply with the plans and permits under clauses 9(b) and 9(c) by undertaking the following actions:

- (i) hiring a safety policy officer to oversee and ensure that the Client is compliant with the plans and permits;
- (ii) hiring competent and sufficient employees who can implement the plan; and
- (iii) anything else which Good Time Event Hire instructs the Client to undertake to ensure reasonable compliance with the plans and permits from time to time.

### 10. Client's obligations

(a) The Client acknowledges and agrees that:

- (i) this Agreement is personal to the Client and the Client must not allow or authorise any other person or entity to re-hire or have possession of the Marquees and/or Equipment at any time, unless expressly agreed by Good Time Event Hire in writing;
- (ii) before taking possession of the Equipment, the Client has satisfied itself as to the suitability and condition of the Marquees and Equipment;

(iii) the Client will only use the Marquees and Equipment for the purpose for which it was designed by the manufacturer; and

(iv) Good Time Event Hire makes no representations and gives no guarantee or warranty in respect of the Marquees and Equipment, its purpose, suitability or performance.

(v) the use of the Equipment carries with it dangers and risks of injury and the Client agrees to accept all dangers and risks.

(vi) The Client will use, care for and store the Equipment in a proper, safe, secure and prudent manner and only use it for the purpose and capacity for which it was designed.

(b) The Client must:

- (i) use the Marquees and Equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions and any instructions provided by Good Time event Hire;
- (ii) ensure that all persons using the Marquees and Equipment are instructed in its safe and proper use;
- (iii) comply with all occupational health and safety laws and regulations;

(iv) comply with all directions of Good Time Event Hire in relation to use of the Marquees and Equipment, including but not limited to:

A. in relation to use of the Marquees and Equipment during Weather Events;

B. ensuring that no streamers, tape or other objects are attached to or hung off the Marquees;

C. ensuring heaters are not placed within 1.5 meters of the walls of the Marquees

(v) ensure that all instructions and signs are observed by Event Attendees and persons using the Equipment;

(vi) clean (including in relation the furniture, after each Event) and keep the Marquees and Equipment in good condition and in accordance with the manufacturer's and Good Time Event Hire's instructions, at the Client's cost;

(vii) not in any way alter, modify, tamper with, damage or repair the Equipment without Good Time Event Hire's prior written consent;

(viii) at all times during the Hire Period, store the Equipment safely and securely;

(ix) notify Good Time Event Hire upon becoming aware of any damage or deterioration to the Equipment or the Marquees;

(x) allow Good Time Event Hire to enter the Client's premises and inspect and maintain the Marquees and Equipment from time to time during the Hire Period during normal working hours;

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- (xi) not take down, remove or transfer the Marquees, except with Good Time Event Hire's written consent;
- (xii) whenever the Client is moving the Equipment (except the Marquees), ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and manufacturer's guidelines;
- (xiii) not remove the Equipment from the Site without Good Time Event Hire's written consent;
- (xiv) in relation to any Equipment which is affixed to or part of the Marquees, not remove or attempt to relocate such Equipment;
- (xv) use best endeavours to ensure that the Marquees and Equipment is not contaminated with any hazardous substances. The Client must advise Good Time Event Hire of any risks of hazardous substance contamination to the Marquees and/or Equipment as soon as they become apparent. Where the Marquees and/or Equipment may have been subjected to contamination, the Client must, at its own cost, remove any contamination to the satisfaction of Good Time Event Hire (acting reasonably);
- (xvi) make the Site fully accessible to Good Time Event Hire for delivery of the Marquees and Equipment;
- (xvii) not prevent or interfere with the delivery of the Marquees and Equipment to the Site by Good Time Event Hire and
- (xviii) not prevent or interfere with the set up or installation of the Marquees and Equipment by Good Time Event Hire.

### 11. Title in the Equipment

- (a) Good Time Event Hire is the owner of the Marquees and the Equipment and in all circumstances retains the title to the Marquees and Equipment.
- (b) The Client's right to use the Marquees and Equipment is as a bailee only.
- (c) The Client must not offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Marquees and Equipment in any way.
- (d) The Client acknowledges and agrees that the Marquees and Equipment is not and will not become a fixture.

### 12. PPSA

- (a) Good Time Event Hire may register any actual or impending security interest in relation to any security interest contemplated or constituted by this Agreement in the Marquees and Equipment and the proceeds arising in respect of any dealing in the Marquees and Equipment.
- (b) The Client must undertake to:
  - (i) do anything that is required by Good Time Event Hire to enable Good Time Event Hire to acquire and maintain one or more perfected security interests under the PPSA in respect of the Marquees and Equipment and its proceeds, to register a financing statement or financing change statement, and to ensure that Good Time Event Hire's security position, and rights and obligations, are not adversely affected by the PPSA;
  - (ii) not register a financing change statement in respect of a security interest contemplated or constituted by this

Agreement without Good Time's prior written consent; and

- (iii) not create or purport to create any security interest in the Equipment, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Marquees and Equipment in favour of a Third Party without Good Time Event Hire's prior written consent.

(c) that it waives its right under the PPSA to receive a copy of any 'verification statement' or 'financing change statement' (as those terms are defined in the PPSA Act).

### 13. Return of the Equipment

Unless otherwise agreed by the Parties in writing, Good Time Event Hire will pack up and collect the Marquees and Equipment from the Site at the end of this Agreement.

### 14. Responsibility for the Equipment

The Client is responsible for all loss, theft or damage caused to the Marquees and Equipment except to the extent that such loss, theft or damage was caused by Good Time Event Hire.

### 15. Equipment stops working

(a) In the event that the Equipment breaks down or the Equipment and/or Marquees become unsafe to use during the Hire Period, the Client must:

- (i) immediately stop using the Marquees and/or Equipment and notify Good Time Event Hire;
- (ii) take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Marquees and/or Equipment;
- (iii) take all steps necessary to prevent any further damage to the Marquees and/or Equipment itself; and
- (iv) not repair or attempt to repair the Marquees and/or Equipment unless instructed to do so by Good Time Event Hire.

(b) Subject to clause 16(a), upon receiving notice from the Client in accordance with this clause, Good Time Event Hire will take all reasonable steps to repair the Marquees/ Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified.

### 16. Loss or damage to the Equipment

(a) Where the Marquees or Equipment has become damaged, broken down or become unsafe to use as a result of the acts or omissions of the Client, the Client's employees or contractors or an Attendee, or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Hire Period, the Client must pay to Good Time Event Hire:

- (i) any costs incurred by Good Time Event Hire: to recover and repair or replace the Marquees and/or Equipment;
- (ii) any Hire Charges for alternate equipment required by the Client until the Equipment is repaired or replaced; and
- (iii) the cost of Good Time Event Hire attending at the Site during the Hire Period to undertake repairs or provide a replacement during the Hire Period; and

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(iv) any other costs whatsoever incurred or loss suffered by Good Time Event Hire: as a result of the damage to or loss of the Marquees and/or Equipment (including any loss of Hire Charges which Good Time Event Hire would have received from a Third Party for the hire of the Marquees and/or Equipment).

(b) The Client acknowledges that Good Time Event Hire may inspect the Equipment at any time during the Hire Period, and the Client shall provide all assistance and co-operation necessary to facilitate such inspection of the Equipment. The Client shall indemnify Good Time Event Hire in relation to any action of trespass or any other action or claim by a Third Party against Good Time Event Hire in the course of Good Time Event Hire exercising its right to inspect or recover the Equipment.

(c) If the Marquees or Equipment is lost or damaged and the loss of or damage to the Equipment is caused by the Client or the breach of this Agreement by the Client, the Client shall without limitation be liable for the following:

(i) any costs incurred by Good Time Event Hire in repairing or replacing the Equipment and/or Marquees;

(ii) Hire Charges for the Equipment and/or Marquees until the Equipment and/or Marquees are repaired or replaced; and

(iii) any other costs whatsoever incurred or loss suffered by Good Time Event Hire as a result of the damage to or loss of the Equipment and/or Marquees (including any loss of Hire Charges which Good Time Event Hire would have received from a Third Party for the hire of the Marquees and/or Equipment)..

(d) The Client is liable for the payment of the new list price of any Equipment not returned to Good Time Event Hire.

### 17. Damage Waiver Fee

(a) Upon payment by the Client of the Damage Waiver Fee the owner shall be responsible for the cost of repairs or replacement of the Marquees or Equipment due to damage occurring during the Hire Period from Weather Events.

(b) This clause in no way entitles the Client to, or implies the availability of, compensation from the Owner for any liability incurred by the Client in relation to the use of the Equipment.

(c) This clause will not continue to operate after the expiration of this Agreement unless an extension by the Owner is granted in writing and an additional agreed Damage Waiver Fee is paid.

(d) This clause does not apply to or cover any other damage to or loss of Equipment including, without limitation:

(i) damage or loss due to disappearance or theft of the Equipment and/or Marquees;

(ii) damage caused by the use of Marquees and/or Equipment in contravention of this Agreement;

(iii) damage to, or loss of, the Marquees and/or Equipment from any unknown cause.

(iv) breach of any statutory laws or regulations in connection with the use of the Equipment by the Client or its Attendees;

(v) misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use of the Marquees and/or Equipment;

(vi) disregard for instructions given to the Client by Good Time Event Hire in respect of the proper use of the Equipment or Marquees.

### 18. Confidentiality

The Parties, and any employees, agents or sub-contractors of the Parties, must not disclose Confidential Information belonging to the other party without the other's prior written consent unless the disclosure is to:

(a) a Third Party in relation to the provision of the Equipment;

(b) the insurers or legal advisors of a Party; or

(c) required by law or a regulatory authority.

This clause shall survive termination of the Agreement.

### 19. Security Camera Installation

(a) The Client agrees that:

(i) Good Time Event Hire may install security cameras in the Marquees;

(ii) Good Time Event Hire will be entitled to access the footage from the security cameras at any time and for any purpose it considers reasonably necessary; and

(iii) If Good Time Event Hire is requested by any person or authority to provide footage from any Event for any lawful purpose, Good Time Event Hire may produce that footage to any person or authority as Good Time Event Hire considers reasonable.

(b) If and when required, the Client will take reasonable steps to make all Attendees aware that there are security cameras in the Marquees, and the purpose to which the footage may be put by Good Time Event Hire.

(c) The Client expressly authorises Good Time Event Hire (or its employee, agent or contractor) to enter the Site for the purpose of installing and maintaining the security cameras in the Marquees.

### 20. Privacy

Good Time Event Hire will comply with the legal requirements of the *Privacy Act 1988* (Cth), including Australian Privacy Principles in relation to the collection of any information in relation to this Agreement.

### 21. Termination

(a) Either party may terminate the Agreement immediately by written notice to the other party if:

(i) the other party breaches any material obligation in this Agreement and does not remedy the breach within fourteen (14) Business Days of being notified in writing of the breach; or

(ii) the other party assigns any of its property for the benefit of its creditors, enters into or threatens to enter into bankruptcy, receivership, voluntary administration, liquidation or any other type of insolvency regime.

(b) From the date of termination of this Agreement, the Client shall be required to make all payments which are due under this Agreement up to the date of termination, including any cancellation fee payable in accordance with Clause 7.

(c) Termination under this clause will be without prejudice to any other rights or remedies to which either party may be entitled.

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### 22. Recovery of the Equipment

If the Client breaches the Agreement or if the Agreement or a Hire Period has been terminated under Clause 21, Good Time Event Hire may, at the Client's cost, take all steps necessary (including legal action) to recover the Marquees and Equipment, including entering the Client's premises to do so. The Client expressly authorises Good Time Event Hire to enter the Client's premises for the purpose of recovering the Marquees and Equipment.

### 23. Insurances

- (a) The Client will maintain at its own expense all appropriate policies of insurance, and provide to Good Time Event Hire a certificate of currency prior to collection or delivery of the Equipment and/or on request for:
- (i) theft and damage to the Marquees and Equipment in an amount not less than the full replacement cost of the Marquees and Equipment; and
  - (ii) public liability insurance for any single event for a minimum amount of \$20 million.
- (b) The Client shall at all times observe the conditions of the insurance policies.
- (c) The Client must not do or allow or permit to be done any act or thing which may prejudice or invalidate any insurance or render any policy of insurance effected pursuant to the provisions of this clause void, voidable, or otherwise liable to cancellation.
- (d) The Client must provide to Good Time Event Hire a copy of all such insurance policies and renewal notices within thirty (30) days of such policies being effected or renewal notices being received.

### 24. Limitation of Liability

- (a) Subject to paragraph (c) of this clause, and except as expressly provided to the contrary in this Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to this Agreement or its subject matter are excluded to the maximum extent permitted by law.
- (b) Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Consumer Guarantees.
- (c) Where Good Time Event Hire is not able to exclude a guarantee, term, condition, warranty, undertaking, inducement or representation imposed by legislation in relation to this Agreement, ('Non-Excludable Provision') and to the maximum extent permitted by law, Good Time Event's maximum aggregate liability for all claims under or relating to this Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, is limited to an amount equal to the total Hire Charges paid by the Client under this Agreement.
- (d) Subject to paragraph (c) of this clause, Good Time Event Hire will not be liable to the Client for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Client has incurred, or amounts that the Client is liable to pay its customers or Third Parties.

### 25. Indemnity

- (a) The Client agrees to use and possess the Marquees and Equipment at the Client's risk and Good Time Event Hire has no responsibility or liability for any loss or damage to any property of the Client by reason of the use or possession of the Marquees and/or Equipment by the Client.
- (b) To the full extent permitted by law, the Client releases and discharges Good Time Event Hire (including its directors, shareholders, officers, agents and employees) from all claims, demands, loss or damage whatsoever and whenever caused to the Client (and its agents or

employees), Attendees or Third Parties whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, arising directly or indirectly from or incidental to a breakdown of, or defect in, the Marquees, Equipment or any accident to or involving the Marquees and/or Equipment or arising out of the hire or use of the Marquees and/or Equipment.

- (c) To the extent permitted by law, Good Time Event Hire, its employees and any agents or contractors will not be liable for and the Client will indemnify and hold harmless against any claims, actions, expenses (including all reasonable legal expenses), loss or damages of a Third Party resulting from or arising out of the hire or use of the Marquees and/or Equipment or the use of information provided by the Client.
- (d) Good Time Event Hire may also be entitled to make a claim in respect of, indirect loss or consequential loss (such as, without limitation, loss of profits) incurred or sustained by Good Time Event Hire or any other person as a result of any omission or act of the Client or as a result of a breach of this Agreement.
- (e) The indemnity in this clause does not apply if the claims, actions, expenses, losses or damages of a Third Party are determined to have resulted from the negligence of Good Time Event Hire.
- (f) The indemnities and assumptions of liability contained in this clause will continue in full force and effect, notwithstanding the termination of the Hire Contract

### 26. Force Majeure

Neither party will be responsible for any delays in delivery or return of the Equipment due to a Force Majeure Event.

### 27. Dispute Resolution

- (a) A party (Initiating Party) claiming that a Dispute has arisen must give the other party (Recipient Party) a notice setting out brief details of the Dispute (Dispute Notice). Within 5 Business Days of service of a Dispute Notice, the Recipient Party must give the Initiating Party a notice setting out brief details of the Recipient Party's position on the Dispute (Reply Notice).
- (b) If Dispute and Reply Notices are given, the parties will enter into good faith discussions with the objective of settling the Dispute. At least one meeting of the authorised representatives must take place within 10 Business Days of service of a Reply Notice.
- (c) If the Dispute continues to be unresolved, the parties must submit the Dispute to mediation in accordance with the Australian Commercial Disputes Centre (ACDC) Guidelines for Commercial Agreements.
- (d) The parties will agree on the appointment of mediator. If the Parties do not agree on the mediator to be appointed within 10 Business Days of either Party

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referring the Dispute to mediation, then the mediator is to be appointed by the ACDC.

(e) The costs and expenses of the mediator will be shared by the parties equally.

(f) This dispute resolution clause will not be a bar to the commencement of legal proceedings or taking of immediate action where Good Time Event Hire consider in its sole discretion that it is necessary to do so

### **28. General Matters**

#### (a) Variation

These terms and conditions may only be varied by written agreement, as mutually agreed by the parties.

#### (b) Assignment

Unless Good Time Event Hire expressly consents, the Client must not assign any obligation, entitlement, charge or otherwise deal with the Client's rights or obligations under this Agreement.

#### (c) Governing Law and Jurisdiction

This Agreement is governed by the law in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of any proceedings in connection with this Agreement.

#### (d) Non-merger

The covenants, agreements and obligations contained in this Agreement will not merge or terminate upon the termination of this Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

#### (e) Severability

If any part of this Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

#### (f) Notices

A notice must be in writing and handed personally or sent by email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received within 4 days of posting. Notices sent by email are deemed received on confirmation of successful transmission.