

# Terms & Conditions



e1. **GENERAL** - All hire goods remain the property of EDL Electrical at all times. EDL Electrical retains the right to alter, vary or substitute any item without notice. All goods are subject to stock availability.

2. **PRICES** - Unless otherwise indicated, all pricing is exclusive of GST, cartage and damage waiver. Prices are for the duration of 24hrs or 1 week where stipulated. Additional days incur a cost of 30% extra. Long term arrangements can be made.

3. **LATE ORDERS** - Orders received after the specified due date displayed on the Exhibitor Order Form will incur a 20% surcharge.

4. **CANCELLATIONS** - Any Orders delivered then cancelled will be charged at full rates.

5. **CLAIMS** - Please immediately notify EDL Electrical of any problems with your order on delivery. No discussion will be entered into after the event closes.

## Hiring Agreement

### 1. Definitions

- "Equipment" means the items hired out by the Owner to the Hirer.
- "Hirer" means any person who requests the Owner to hire equipment, including hirer's employees or agents.
- "Owner" is EDL Electrical, its employees and agents
- "Terms" means these terms and conditions.
- "Month" one month equates to a 28 day hire period.

### 2. Our Hire Commitment to the Hirer

EDL Electrical agree to hire the Equipment to Hirer and will:

- (a) Provide the Equipment to the Hirer in good working order; and
- (b) Subject to clause 5 (f), allow the Hirer to exclusively use the Equipment during the Hire Period

### 3. The Hire Period

- (a) The Hire Period commences on the earlier of the following:
  - (i) When the Hirer take possession of the Equipment; OR
  - (ii) If the Hirer requests delivery and collection of the Equipment, the time EDL Electrical deliver the Equipment to the address in the Hire Schedule.
- (b) The Hire Period includes weekends and public holidays.
- (c) A minimum Hire Period may apply in respect of certain items of Equipment. EDL Electrical will advise you at the time of hiring if a Minimum Hire Period applies. If the Hirer returns the Equipment to EDL Electrical before the expiration of the Minimum Hire Period, The Hirer is required to pay all Hire Charges in respect of the Minimum Hire Period.

### 4. Other Charges

In addition to the hire charges, The Hirer agrees to pay:

- (a) For any consumables, fuel or trade materials EDL Electrical supply to the Hirer;
- (b) If the Hirer requires EDL Electrical to deliver, collect or install the Equipment, the cost of delivery, collection or installation, will be detailed in the Hire Schedule. Such charge may include a waiting fee (charged at cost) in addition to the delivery and collection fee if the nominated time for delivery or collection of the Equipment is delayed by the Hirer.
- (c) If the Hirer does not return the Equipment in clean and good working condition, charges for the cleaning and repair of the Equipment;
- (e) Any stamp duty or GST arising out of this Hire Agreement;
- (f) Any other applicable levies, fines, penalties and any other government charges arising out of Hirer's use of the Equipment;
- (g) Charges for payment made by credit card;
- (h) An environmental charge in relation to any item of Equipment, as detailed in the Hire Schedule;
- (i) If the Hirer requests operational guidance or training on the use of the Equipment and Our staff are available to provide this, the cost for the provision of these services at rates agreed with EDL Electrical

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- (j) Charges in connection with the administration of Hirer's Credit Account, as detailed in the Hire Schedule, which may include printing and postage costs;
- (k) Any reasonable charges incurred by EDL Electrical if we are unable to inspect or carry out maintenance on the Equipment during normal working hours; and
- (l) If applicable, the limited waiver charge as determined and set out in clause 8.

## 5. The Hirer's Obligations

The Hirer will:

- (a) Bear responsibility for the Equipment hired from the time of its delivery until collection by or return to the owner;
- (b) Upon installation, delivery or collection of the Equipment immediately examine the Equipment to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Equipment. In accepting the Equipment, the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as required. The Hirer acknowledges that it has not in any way relied upon the skill or judgement or any representation made by or on behalf of the Owner in respect of the Equipment, its purpose, suitability or performance. Should the Hirer alter its installation or delivery requirements prior to, during, or after installation or delivery, the Hirer is liable for all extra costs of the Owner's employees and cartage;
- (c) Assume the risk of and indemnify and hold the Owner harmless from and against any and all property damage and personal injury resulting from:
  - (i) the use of the Equipment;
  - (ii) contact with underground cables, pipes, services or other obstructions;
  - (iii) all necessary surface repairs.
- (d) Use the Equipment in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed.
- (e) Ensure all Equipment is returned or ready for collection by the Owner's driver, in a clean, dry and properly packed condition and if being collected, is readily accessible. The Hirer will pay for all cleaning or drying costs and for any damage resulting from not properly drying, cleaning and/or packing the Equipment.
- (f) You will allow EDL Electrical to enter the Hirer's premises to inspect and maintain the Equipment from time to time during the Hire Period during normal working hours. If EDL Electrical cannot inspect or maintain the Equipment during normal working hours, then additional charges may apply. Hirer can also request to conduct a joint inspection of the Equipment with EDL Electrical at the end of the Hire Period.

## 6. Loss of or Damage to Equipment

If the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under these Terms. In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall immediately stop using the Equipment and take all necessary steps to prevent the Equipment from sustaining any further damage. The hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment and must not repair or attempt to repair the Equipment without the Owner's prior written consent. If the Equipment is lost or damaged and the loss of or damage to the Equipment is caused by the negligence or willful act of the Hirer or the breach of any of these Terms by the Hirer, the Hirer shall without limitation be liable for the following;

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

## 7. Damage Waiver

Damage Waiver is payable by the Hirer to cover the cost associated with the normal wear and tear to the equipment.

It does not apply to any other damage to Equipment including:

- a) Damage resulting from misuse, abuse or improper servicing of Equipment Damage due to the mysterious disappearance of the Equipment
- b) Damage caused by the use or operation of Equipment in contravention of any of the conditions of this agreement including abuse
- c) Damage to, or loss of, the Equipment from any unknown cause
- d) adequate precautions have not been taken to safeguard the Equipment

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- e) loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridge or vessels of any kind
- f) loss or damage to motors or any other electrical equipment or devices caused by overloading or artificial electrical current, including use of underrated extension leads on electrical power tools and machines loss or damage during transport, except where transported by the Owner
- g) loss or damage caused by theft or burglary at a site location where the Equipment is not placed to a building secured or enclosure with adequate security or where prepared by an Insurer of the Equipment states the Customer / Hirer contributed or failed to provide adequately secured premises at the site location.

## 8. After Hours Charges

The Owner reserves the right to charge an After Hours charge in the event of a period of time in excess of what would be considered a normal installation or dismantle time. This period of time to be determined by the Owner and may be as a result of:

- a. a change in the type of equipment required
- b. a change in the position where the equipment is to be or has been installed on the site
- c. a change in the delivery or pickup instructions from those first agreed
- d. excessive service calls to the site during the Hire Period

## 9. Insurance

The Hirer will maintain at its own expense all appropriate policies of insurance:

- (a) For theft and damage to the Equipment hired in an amount not less than the full replacement cost of the Equipment;
- (b) For liability, property and casualty insurance coverage in amounts necessary to fully protect the Owner and its Equipment against all claims, loss or damage whatsoever.

## 10. Availability

All goods are subject to stock availability