



EDGE ENTERTAINMENT – MOBILE DISCO

A.B.N. 61 152 711 203

ADMINISTRATION AND BOOKINGS

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CONDITIONS OF HIRE (GENERAL)

1. The Hirer is fully responsible for any loss, theft, burglary or damages to the Hire equipment listed in the Hire Contract during the period of hire and/or until the hire equipment is collected by an employee of Edge Entertainment (hereinafter referred to as the COMPANY) or the courier nominated by the COMPANY and/or secured on the premises of the COMPANY, in the case where the equipment is to be returned.
2. The COMPANY retains full right of justification and of costing of any costs in relation to repairs, recovery, and/or replacement of the hire equipment and any resultant loss of income to the COMPANY. The COMPANY shall have the full and unfettered right to enter onto the premises or property of the Hirer to collect the goods and to take possession of same once the period of hire has expired or in the event of any risk or danger to the hire equipment in the reasonable opinion of the COMPANY. The Hirer will pay within 5 days the costs of any and all repairs and if the damage is irreparable or the equipment is lost or stolen, the replacement cost of the equipment. If the Hirer does not make payment within 5 days the Hirer will pay the COMPANY by the way of liquidated damages an amount equal to the weekly hiring fee for each or part thereof until all monies are received by the COMPANY.
3. Any service faults with the hire equipment once in the Hirer's possession **must** be reported IMMEDIATELY to the COMPANY. The COMPANY agrees to maintain and service the said hire equipment to the best of their ability up to but no later than 11PM on the date of the hire unless otherwise specified by mutual agreement between the COMPANY and the Hirer. No service is available to those whom hire the 'PORTABLE' Jukebox. The Hirer will immediately cease use of the equipment if it is damaged or becomes unsafe.
4. The Hirer agrees that under no circumstances is any equipment other than that owned and/or approved by the COMPANY to be added, connected or used in conjunction with the hire equipment. The Hirer must ensure that no modification, changes, additions to, or attempts to repair or alter the hire equipment be made by anyone other than an employee of the COMPANY or without consent from the COMPANY.
5. In the case where the hire equipment is to be transported by the client or a person nominated by the client then **THE HIRE EQUIPMENT IS TO BE TRANSPORTED IN A FULLY ENCLOSED VEHICLE AT ALL TIMES**. The Hirer is not permitted to transport the equipment in the rear of a utility, a trailer or in a truck.
6. In the event that an employee of the COMPANY does not have access to pick up, or receive, the return of the hire equipment at the pre-arranged time listed under "PICK-UP TIME" or "RETURN TIME", the Hirer will forfeit the security bond when a the bond has been paid and will be charged a fee equal to the agreed hire fee per day, for each day late until the hire equipment is picked up or returned in accordance with the conditions of this contract.
7. The hire equipment is serviced and maintained to our highest possible standard. The Hirer agrees to use, operate and possess the hire equipment at the Hirer's risk. The Hirer agrees that the COMPANY will have no responsibility or liability for any loss or damage to any property of the Hirer. To the full extent permitted by law the Hirer releases and discharges the COMPANY and its agents and employees from all claims and demands on the COMPANY and any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees 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 hire equipment or any accident to or involving the hire equipment or their use, operation, repair, maintenance or storage (whether occasioned by the negligence of the COMPANY or otherwise) or which may otherwise be suffered or sustained in, upon or near the hire equipment.
8. The Hirer assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless the COMPANY and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort) arising out of or alleged to arise out of the delivery, selection, purchase, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of the hire equipment, and by whomsoever used or operated (except where used by the COMPANY or any person on behalf of the COMPANY) or incurred by the COMPANY in respect of any loss of the goods by seizure, distress, execution or other legal process, confiscation or forfeiture of the hire equipment or for any reason being made against the COMPANY in connection with the goods or their operation.
9. A 3% surcharge will be made to all payments received by credit card on top of the amount due to cover bank transaction fees.
10. The Hirer acknowledges that unless otherwise specified all the hire equipment is the sole property of the COMPANY. In the event that the Hirer wishes to cancel a hire booking, then the client shall notify the COMPANY in writing to be received not less than twenty one (21) days prior to the date of hire. In the event of the client wishing to cancel a hire booking less than twenty one (21) days of the date of hire then the COMPANY reserves the right to claim the total hire fee, should an alternative booking for the equipment on the date, for the same or greater total fee, not be arranged. Should you not wish to proceed with the hire booking please phone the COMPANY immediately.

I / We, _____ (**HIRER NAME**) hereby agree to these Terms & Conditions of Equipment Hire from Edge Entertainment and accept all of the equipment in good & complete working condition.

Signed**Date:**

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