

The following Rental Terms and Conditions ('Conditions') record the agreement between Renniks Trading Pty Ltd and you for the hiring of Goods by you at your request.

These Conditions are important. They constitute a legally binding contract between Renniks Trading Pty Ltd and you. We recommend that you read these Conditions carefully before signing them or confirming your order.

Confirmation by you of your order constitutes acceptance of these Conditions whether signed or not.

1. In these conditions

- 1.1 Customer' is the person, firm or corporation named on the last page of these Rental Terms and Conditions.
- 1.2 'Goods' means all goods and equipment including all accessories supplied by Renniks to the Customer.
- 1.3 'Hiring Fee' means the total amount payable by the Customer as set out in the Quote.
- 1.4 'Quote' means the quotation for hiring the Goods given by Renniks to the Customer, including any changes agreed in writing by Renniks and the Customer.
- 1.5 'Renniks' means Renniks Trading Pty Ltd trading as Renniks Events, Renniks Exhibitions & Renniks Design and includes its employees and representatives.
- 1.6 'Site' means the site for delivery and collection of the Goods as specified in the Quote.

2. Customer Responsibilities

- 2.1 The Customer accepts responsibility for all Goods hired from the time of delivery until those Goods are collected by Renniks, or returned by the Customer to Renniks' store during normal working hours when the Renniks' store is open for business.
- 2.2 The Customer must use the Goods in a proper, safe and careful manner and only for the purpose for which the Goods were designed.
- 2.3 The Customer must observe the instructions and directions of Renniks for use and safety of the Goods including warning tags attached to, or accompanying, the Goods.
- 2.4 Upon delivery and installation of the Goods, the Customer will examine the Goods to satisfy itself as to the condition of the Goods and their fitness for purpose at the Site.
- 2.5 The Customer will make sure that all Goods are thoroughly washed, cleaned, dried and properly packed in the cartons and containers in which they were delivered, and that all tables and chairs are stacked for collection. The Customer agrees to pay a cleaning fee if Goods are dirty when collected by, or returned to, Renniks. Renniks' drivers and employees will not pack or repack Goods at the time of collection.
- 2.6 The Customer assumes the risk and cost of unpacking, installing, dismantling, packing and delivery to Renniks of all Goods dispatched by Renniks to the Customer by bus, road transport, rail, sea or airfreight at the request of the Customer.
- 2.7 Renniks will deliver Goods clean but Renniks gives no warranty of fitness for use without washing before use.

3. Hiring Fees, Charges and Payment

- 3.1 The Customer agrees to pay the Hiring Fee to Renniks.
- 3.2 The Customer agrees to pay to Renniks any other charges, including charges for loss, damage and repairs and any other amounts payable by the Customer, as set out in these Conditions and/or the Quote.

- 3.3 Prices quoted are for the hire period as stated on the quote. Each additional day will be charged at 20% of the daily rate unless otherwise quoted in writing (including late returns).
- 3.4 The Customer agrees to pay for all Goods in full prior to delivery or collection. A minimum of 20% deposit of the total Hiring Fee is required within 7 days after the Customer accepts the order unless otherwise stated in the Quote.
- 3.5 Unless otherwise stated, all prices are inclusive of GST. The Customer must pay GST and any other government taxes specified in the invoice.
- 3.6 All prices are subject to change without notice.
- 3.7 Payments are accepted by cash, cheque (personal cheques not accepted), credit card (credit cards may incur a surcharge) direct debit and eft.
- 3.8 All Quotes are based on installation and dismantling of Goods at the Site during ordinary working hours. If Renniks determines on inspection that floors, surfaces or other conditions at the Site are uneven or unsuitable, then the Customer agrees to pay an extra charge determined by Renniks to remove obstacles or otherwise level, prepare and modify surfaces or conditions for erection and installation of Goods.
- 3.9 A fee may apply to late orders or changes to orders, floor plans, cad plans, fascia lists and individual exhibitors as specified in the Quote

4. Delivery and Pick-up

- 4.1 The Customer must ensure that Renniks has free and uninterrupted access to the Site to deliver, install, inspect, dismantle, collect and remove the Goods at all times between delivery and collection or return of the Goods. The Customer must ensure that access to the Site is unrestricted. Dogs or dangerous animals must be restrained away from the Site at all times when Renniks' representatives are present at the Site.
- 4.2 Prices quoted are subject to venue and/or organiser approval and Site inspection, and may change based on Site restrictions or obstructions (height, access etc).
- 4.3 Delivery and pick-up of Goods is at the Customer's expense.
- 4.4 Prices quoted are for delivery and collection on street level. Deliveries to, or collections from, higher or lower levels will incur an extra charge.
- 4.5 The Customer is responsible for setting up tables and chairs hired from Renniks. Renniks reserves the right to make an additional charge if Renniks sets up tables and chairs at the Customer's request.
- 4.6 The Customer agrees to reimburse Renniks for extra time or overtime charges payable by Renniks to its employees resulting from the Customer's requirements in addition to those contained in these Conditions and the Quote.
- 4.7 Goods not delivered by Renniks will be collected by Renniks only if agreed by Renniks and the Customer prior to pick up time and at the Customer's expense.
- 4.8 Late returns are charged at 20% of the daily rate.

- 4.9 Goods hired to the Customer will be delivered to the Customer, or are available for collection, during normal working hours on the delivery date stated in the invoice. Renniks will use all reasonable endeavours to carry out delivery instructions but is not responsible for late deliveries or non-delivery of Goods at any specific time. Renniks cannot give a specific time for delivery and collection of Goods due to uncertain traffic conditions, weather conditions, labour requirements and unforeseen circumstances.
- 4.10 Before the scheduled date for delivery and installation of the Goods, the Customer must notify Renniks fully and accurately of the location and nature of any hazards. Hazards include environmental pollution and contamination, overhead and underground cables, pipes and installations for utilities (including electricity, water and gas, sewerage), and any other conduits and services, at or near the Site. Renniks will advise the Customer of any additional charges to deliver, install, inspect, dismantle, collect and remove the Goods as a result of those hazards, and the Customer agrees to pay any additional charges made by Renniks for that purpose.
- 4.11 Renniks will use reasonable endeavours to take care when delivering, installing, inspecting, dismantling, collecting and removing the Goods. The Customer agrees that Renniks is not liable for any damage or loss to the Site caused directly or indirectly by Renniks.
- 4.12 If Renniks receives goods from the Customer in error (for example, mixed with the Goods on collection or return to Renniks), the Customer may collect its goods from Renniks within 21 days from the date of invoice. If the Customer does not do so, then Renniks may dispose of the Customer's goods without liability or responsibility to the Customer or any person claiming through the Customer. Renniks is not responsible for safe storage and handling of the Customer's goods, damage to or loss of the Customer's goods, whilst in the possession or control of Renniks.
- 5. Cancellation**
- 5.1 An order for Goods may be cancelled by the Customer only in accordance with this paragraph 5.
- 5.2 (orders cancelled on day of delivery/collection) The Customer agrees to pay to Renniks a cancellation fee equal to 100% of the Hiring Fee if the Customer cancels an order after 12:01am on the day on which the Goods are to be delivered to the Site or collected by the Customer.
- 5.3 (wedding functions): The Customer shall give not less than 4 weeks' written notice of cancellation of hire of Goods in full or part for a wedding function, failing which the Customer shall pay to Renniks a cancellation fee equal to 50% of the Hiring Fee for the Goods cancelled.
- 5.4 (marquees, structures and general hire): The Customer shall give not less than 7 days' written notice of cancellation of hire of any Goods in full or part, failing which the Customer shall pay to Renniks a cancellation fee equal to 20% of the Hiring Fees for the Goods cancelled.
- 5.5 (custom design stands): The Customer shall give not less than 21 days' written notice of cancellation of hire of any Goods in full or part, failing which the Customer shall pay to Renniks a cancellation fee as stated in the Quote for the Goods cancelled.
- 5.6 (exhibitions): The Customer shall give not less than 4 weeks' written notice of cancellation of hire of any Goods in full or part, failing which the Customer shall pay to Renniks a cancellation fee as stated in the Quote for the Goods cancelled.
- 5.7 The Customer agrees that the cancellation fees are liquidated damages representing a genuine pre-estimate of loss to Renniks as a consequence of cancellation.
- 6. Supply of Goods**
- 6.1 Renniks will hire the Goods to the nearest standard pack of the quantity ordered.
- 6.2 Renniks reserves the right to substitute any portion of the Customer's order with other Goods as close as practicable in description to the Goods ordered by the Customer.
- 6.3 Notwithstanding any other Condition, Renniks may at any time repossess the Goods without notice and without giving reason.
- 6.4 All hire Goods remain subject to availability until the Customer confirms its order.
- 7. Property**
- 7.1 All property in, and title to, the Goods remains with Renniks at all times.
- 7.2 The Customer acknowledges that copyright in all documents, designs, drawings and other material supplied or disclosed by Renniks or its representatives remains the property of Renniks or its representatives.
- 7.3 The Customer authorises Renniks to use any concepts generated or photos taken of concepts for its marketing and promotional purposes unless otherwise agreed.
- 7.4 The Customer does not acquire any title or interest in the Goods or other property of Renniks or its representatives. The Customer's interest in the Goods and other property is as bailee for Renniks only.
- 8. Loss or Damage to Goods**
- 8.1 The Customer will immediately notify Renniks if any of the Goods is lost, stolen, breaks down, is damaged or ceases to operate.
- 8.2 If Goods break down or become unsafe to use for any reason (including fire, adverse weather conditions, structural damage or mechanical failure) the Customer will immediately cease to use those Goods and take all steps necessary to prevent damage to the Goods and other property damage and personal injury.
- 8.3 The Customer must not dismantle or repair, or attempt to dismantle or repair, Goods without Renniks' prior written consent.
- 9. Insurance**
- 9.1 Goods are insured by Renniks while in transit on Renniks' vehicles only.

9.2 During the period of hire of Goods, the Customer must maintain at its own expense an appropriate insurance policy for public liability coverage to fully protect Renniks and the Goods against all claims, loss or damage caused or contributed to by Renniks or the Goods, and must maintain insurance coverage against theft and damage to the Goods for the replacement value of the Goods.

10. Releases

The Customer hereby releases Renniks and its officers employees and agents from all claims, liabilities, actions, demands, costs and expenses arising directly or indirectly from the hire or use of the Goods by the Customer including, without limitation:

- 10.1 all property damage, death or injury resulting from the use or misuse of the Goods;
- 10.2 all property damage, death or injury resulting from contact with hazards, pollution, contamination, overhead or underground cables, pipes and installations for utilities and any other conduits or services at, under, above or around the Site;
- 10.3 the installation and dismantling of the Goods at the Site; and
- 10.4 the acts and omissions of the Customer, Renniks and occupiers of the Site (whether or not lawful and whether or not with consent of the Customer or owner of the Site).

11. Indemnity

The Customer hereby indemnifies Renniks and its officers employees and agents from and against all claims, liabilities, actions, demands, costs and expenses suffered or incurred by any of them or any third party directly or indirectly as a result of:

- 11.1 negligence of the Customer;
- 11.2 breach of these Conditions (or any of them) by the Customer, including the cost of repair or replacement of Goods;
- 11.3 breach of law by the Customer or the owner of the Site or any occupier of the Site;
- 11.4 the state and condition of the Site, including hazards (including environmental pollution and contamination), overhead or underground cables, pipes and installations for utilities (including electricity, water and gas and sewerage), and any other conduits or services at, under, above or around the Site;
- 11.5 Renniks' entry onto the Site;

- 11.6 the delivery, installation, inspection, dismantling, collection and removal of the Goods to, at and from the Site;
- 11.7 acts and omissions by the Customer, Renniks or occupiers of the Site (whether or not lawful and whether or not with the consent of the Customer or owner of the Site);
- 11.8 loss or destruction of, damage to, and shortages of Goods (including loss or damage from theft, vandalism, graffiti or activity of any person with or without the consent or knowledge of the Customer); and
- 11.9 property damage, death or injury arising directly or indirectly

12. Exclusion of Liability

The Customer agrees that Renniks shall not be liable to the Customer or the Customer's servants or agents or any other person for damages, losses, actions, claims, demands and costs of any description howsoever arising directly or indirectly from representations, warranties, terms and conditions expressed or implied in relation to the use, delivery, installation, inspection, dismantling, collection, removal and operation of Goods or otherwise and whether resulting from the negligence of Renniks, its servants or agents or otherwise.

This clause 12 applies except to the extent to which statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act 1974 or relevant State legislation applicable to the Goods and services provided by Renniks under these Conditions.

13. Accidental Damage Waiver

- 13.1 The Accidental Damage Waiver is an OPTIONAL fee that will be added to an invoice unless the Customer requests that Accidental Damage Waiver be removed.
- 13.2 This waiver applies to unintentional damage to the Goods during the hire period. This waiver does not extend to intentional destruction or damage, vandalism, graffiti, loss or theft.
- 13.3 All broken or damaged Goods (except for glassware) must be returned to Renniks. The Customer agrees that if they are not returned to Renniks, then those items are to be treated as missing Goods that have not been returned, and the Customer indemnifies Renniks and agrees to pay to Renniks the replacement cost of those Goods.
- 13.4 The fee for Accidental Damage Waiver is 7% of the sub-total of the invoice.

I hereby accept the Rental Terms and Conditions of hire:

Signed: _____

Print Name: _____

Invoice / Quote No:

Date: / /

IF BY POST PLEASE SIGN AND RETURN TO 854 SOUTH ROAD EDWARDSTOWN SA 5039

IF BY FAX PLEASE SIGN AND FAX TO (08) 8293 5740

IF BY EMAIL PLEASE REPLY SAYING YOU ACCEPT THESE RENTAL CONDITIONS.