

Skydancers Australia Pty Ltd
ABN: 71 686 004 766 ACN: 120 482 868
Tel: 1300 137 652
www.skydancers.com.au

Hire Agreement

1. The words below have the meaning set out opposite them:-

	<u>Words</u>	<u>Meaning</u>
(a)	Charges	All of the charges listed in Clauses 3(a) and (b).
(b)	Commencement	The latter of the date on the front page or the time of delivery of the Equipment to the Customer.
(c)	Completion	The earlier of the time the Equipment is due to be returned to Skydancers or the time it is to be collected by Skydancers.
(d)	Customer/Client	The party named as Client on the front page.
(e)	Equipment	The equipment, units, tools (and the accessories hired therewith) listed on the front page.
(f)	Hire Fees	The amounts listed as Hire Fees on the front page.
(g)	Hire Period	The period from Commencement until Completion. See 1. (c)
(h)	Skydancers	Skydancers Australia Pty Ltd (ACN: 120 482 868)

2. Skydancers will:-

- (a) allow the Customer to take and use the Equipment for the Hire Period;
- (b) provide the Equipment to the Customer clean and in good working order and condition;
- (c) re-supply or repair the Equipment if it fails to operate properly;
- (d) collect the Equipment within 120 hours after collection is requested;
- (e) terminate this Agreement, sue for recovery of the Charges and re-possess the Equipment if the Customer:-
 - (i) fails to pay any Charges;
 - (ii) loses possession of the Equipment or allows it to be taken out of the State in which it was hired or attempts to assign its rights hereunder;
 - (iii) becomes bankrupt, insolvent or ceases business; or
 - (iv) otherwise breaches this Agreement.

3. The Customer will:-

- (a) on or before Commencement pay to Skydancers all of the following Charges:-
 - (i) the Hire Fees;
 - (ii) stamp duties in respect of this Agreement and the hiring.
- (b) forthwith upon request pay to Skydancers all of the following charges:-
 - (i) the replacement cost (as per it's new list price at Commencement) of any Equipment not returned to Skydancers upon Completion;
 - (ii) all costs incurred in cleaning the Equipment;
 - (iii) all costs of repairing any damage (fair wear and tear excepted) caused to the Equipment;
 - (iv) all tolls, fines, penalties, levies, charges and taxes payable by Skydancers in respect of this Agreement and the hiring;
 - (v) all costs incurred by Skydancers in delivering and recovering possession of the Equipment;
 - (vi) a late payment fee calculated daily at 2% per month in respect of all unpaid Charges when any of them is overdue;
- (c) repack and or restock all Equipment that is hired in a packaged mode;
- (d) satisfy itself at Commencement that the Equipment is suitable for it's purpose;
- (e) operate the Equipment only for it's intended use and safely and strictly in accordance with the law and any manufacturers instructions:-
 - (i) supplied by Skydancers;
 - (ii) posted on the Equipment, or;
 - (iii) appearing on the front page;
- (f) return the Equipment to Skydancers clean and in good repair;
- (g) indemnify Skydancers for all damage caused to persons and property in relation to the Equipment and it's operation;
- (h) comply with all occupational health and safety laws relating to the Equipment and its operation;
- (i) operate the Equipment with an adequate power source;
- (j) ensure that the equipment is securely locked away overnight if hired for more than one day;
- (k) deliver the Equipment to Skydancers at the end of the Hire Period;
- (l) ensure that the necessary permits and licenses have been obtained.

4. The Customer will not:-

- (a) tamper with, damage or repair the Equipment;
- (b) lose possession of the Equipment, remove it from the State in which it was hired or assign its rights hereunder;
- (c) seek to rely upon any representation relating to the Equipment or its operation other than those contained in this Agreement;
- (d) retain the Equipment after the Hire Period;
- (f) use or carry any illegal, prohibited or dangerous substance in or on the Equipment.

5. The Customer agrees that it is not entitled to recover from Skydancers compensation for any damages (including but not limited to consequential loss) arising in respect of this Agreement, the hiring or the use of the Equipment. This includes limited or non-use due to poor weather conditions.

6. If the Customer breaches this Agreement, Skydancers is authorised to enter the Customer's premises to recover the Equipment;

7. All warranties and conditions are excluded to the full extent provided by law and Skydancers' only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Equipment again or the repair of the Equipment.

8. If a dispute arises relating to this Agreement, the hiring or the use of the Equipment, the parties agree to endeavour to settle it with the assistance of the Hire and Rental Association of Australia before they resort to litigation.