**HIGHTIDES GUEST HOUSE EQUIPMENT HIRE AGREEMENT TERMS AND CONDITIONS**

**1. HIRE AGREEMENT**

1.1 A Hire Agreement is formed on the provision of a Hire Schedule to You by Us (the Hire Agreement). The Hire Agreement applies to all Equipment hired by You.

1.2 The Hire Agreement consists of, in order of precedence:

 (a) these Terms of Hire;

 (b) the Hire Schedule; and

 (c) any Special Conditions specific to the type of Equipment You have hired

 **2. OUR HIRE COMMITMENT TO YOU**

2.1 We agree to:

 (a) hire the Equipment to You for the Hire Period.

 (b) provide the Equipment to You in good working order; and

 (c) subject to the rest of this Hire Agreement, allow You to exclusively use the Equipment during the Hire Period.

**3. HIRE PERIOD**

3.1 The Hire Period commences on the earlier of the following:

 (a) when You take possession of the Equipment; or

3.2 The Hire Period is for an indefinite term and ends when the Equipment is back in Our control or possession.

3.3 The Hire Period includes weekends and public holidays.

3.4 A Minimum Hire Period may apply in respect of certain items of Equipment. We will advise you at the time of hiring if a Minimum Hire Period applies.

3.5 If You return the Equipment to Us before the expiration of the Minimum Hire Period, you must pay all Hire Charges in respect of the Minimum Hire Period.

**4. HIRE RATES AND CHARGES**

4.1 You must pay Us the Hire Charge set out.

4.2 You will be charged for the hire of Equipment for the full Hire Period. You must continue to pay the Hire Charges and other additional charges until the Equipment is returned to Us (unless We notify You otherwise in writing of an earlier off-hire date).

**5. ADDITIONAL CHARGES**

5.1 Cleaning and repair charges if You do not return the Equipment in clean and good working condition.

**6. PAYMENT**

6.1 You must pay all Hire Charges and other fees, charges and costs that become due and payable under this Hire.

6.2 If You do not pay an invoice in full by the payment due date, We may charge, in addition to any other costs recoverable under this Hire Agreement:

6.3 We do not agree to provide You with Recipient Created Tax Invoices (RCTI), invoices in a specified format.

**7. YOUR OBLIGATIONS TO US**

7.1 This Hire Agreement is personal to You and You must not allow or authorise any other person or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed by Us in writing.

7.2 You agree that before taking delivery of the Equipment, you are satisfied as to the suitability and condition of the Equipment. We make no representations and give no guarantee or warranty that the Equipment is suitable for Your intended purpose.

7.3 If You find the Equipment is broken, damaged and/or defective, you must notify Us within 24 hours after You collect or receive the Equipment. If You do not notify Us within this time period, the Equipment You collected or received will be deemed to have been in good order and condition on collection or delivery (as applicable).

7.4 You must:

 (a) ensure that the Equipment is used only for the purpose for which it was designed by the manufacturer and in accordance with the manufacturer's instructions.

 (b) operate the Equipment safely and strictly in accordance with all applicable laws and ensure the Equipment is stored safely and securely at all times;

 (c) ensure persons operating the Equipment: (i) are not under the influence of drugs or alcohol and do not carry illegal, prohibited or dangerous substances while in, on or around the Equipment;

7.5 You must not:

 (a) in any way alter, modify, tamper with, damage or repair the Equipment without Our prior written consent;

 (b) deface, remove, vary or erase any identifying marks, notices or safety information, on the Equipment;

 (c) remove the Equipment from the Boonooroo in which You hired it without Our prior written consent;

**8. OWNERSHIP OF THE EQUIPMENT**

8.1 We own the Equipment and retain title to the Equipment at all times. Your rights to use the Equipment are as a bailee only.

8.2 You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Equipment in any way.

8.3 In no circumstances will the Equipment be deemed to be a fixture.

**9. RETURN OF EQUIPMENT**

9.1 You must return the Equipment to Us in the same condition and good working order as when You received it, Fair Wear and Tear excepted.

9.2 If You do not properly clean and decontaminate the Equipment, We will charge You a cleaning cost in accordance with clause 5 and You are liable to continue to pay the Hire Charges while the Equipment is being cleaned by Us.

9.3 If We have agreed to collect the Equipment from You, You must ensure it is kept safe and secure until the time of collection.

**10. LOST, STOLEN OR DAMAGED EQUIPMENT**

10.1 If the Equipment becomes unsafe to use, is lost, stolen or damaged during the Hire Period You must:

 (a) in the case of unsafe use or breakdown, immediately stop using the Equipment;

 (b) immediately notify Us and provide all relevant particulars of the incident;

 (c) for incidents of theft, promptly report the incident to the police and provide Us with a written police report;

 (d) take all steps necessary to prevent injury occurring to persons or property and to prevent further damage to the Equipment; and

 (e) not repair or attempt to repair the Equipment without Our written consent.

**11. YOUR LIABILITY TO US**

11.1 You agree Your liability to Us for loss, theft or damage to the Equipment in certain circumstances

 (a) (Replacement): where the Equipment is lost, stolen, or damaged beyond repair:

  (i) if the New Replacement Cost is less than $500, You will be required to pay an amount equal to the New Replacement Cost;

  (ii) if the New Replacement Cost is greater than $500, You will be required to pay an amount equal to the greater of:

   (A) $500; and

   (B) 15% of the New Replacement Cost.

 (b) (Repair): where the Equipment is partially damaged and can be repaired:

  (i) if the repair cost is less than $500, You will be required to pay the lesser of the repair cost and the New Repair Cost;

  (ii) if the repair cost is greater than $500, You will be required to pay an amount equal to the greater of:

   (A) $500; and

   (B) 15% of the repair cost.

**12. OUR LIABILITY TO YOU**

12.1 We are not liable for any Consequential Loss or injury howsoever caused or for any loss or injury suffered by third parties under or in connection with this Hire Agreement.

**13. RECOVERY OF EQUIPMENT**

13.1 If You are in breach of the Hire Agreement or if the Hire Agreement or a Hire Period has been terminated, We may, at Your cost, take all steps necessary (including legal action) to recover the Equipment, including entering Your premises to do so and You expressly consent to Us entering Your premises for the purposes of recovering Our Equipment.

**14. AUTHORITY**

14.1 The person signing or accepting the terms of any document which forms part of the Hire Agreement or Relevant Documents for and on behalf of You hereby warrants that they have Your authority to enter into the Hire Agreement on Your behalf and grant the security interests in connection with it and is empowered to bind You to the Hire Agreement and each security interest granted in connection with it.

14.2 The person signing or accepting the terms of this Hire Agreement indemnifies Us against all losses, costs and claims incurred by Us arising out of the person so signing this Hire Agreement not in fact having such power and/or authority.

**15. life jackets**

When utilising paddle craft, especially in unprotected waters beyond 400 metres from shore and less than 4.8 metres in length, it is imperative to always wear a minimum Level 50S lifejacket. Lifejackets are provided, and wearing one is discretionary, yet potentially lifesaving.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Agree to the above terms and conditions provided by “High Tides Guest House” at !7B Davies Road, Boonooroo QLD 4165

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_