

COCOON HIRE PTY LTD TERMS AND CONDITIONS

- 1 The Hirer is the Corporation named in the Schedule.
- 2 The Hiree is/are the person/s named in the Schedule. If more than one they shall be jointly and severally liable under this Agreement.
- 3 The Parties to the Agreement are the Hirer and the Hiree.
- 4 The Hired Goods are the Goods described as such in the Schedule.
- 5 The Initial Period of Hire is the period specified as such in the Schedule and the Cost of Hire is the cost specified as such adjacent to the specified Period of Hire in the Schedule. Subject to the availability of the Hired Goods (as to which the decision of the Hirer shall be the sole and absolute determinant) and to the Hiree giving to the Hirer notice of the request to extend the Period of Hire not less than 7 days prior to the expiration of the Period of Hire, the Hirer may at the request of the Hiree extend the Period of Hire for such further period as they may agree in which event the Cost of Hire for each additional week or part thereof shall be the additional cost of hire specified in the Schedule and shall be paid by the Hiree to the Hirer not less than 48 hours prior to the expiration date of the initial hire.
- 6 The Security Deposit is the amount specified as such in the Schedule.
- 7 The Date of the Agreement is the date specified as such in the Schedule.
- 8 The delivery address is the residential address of the Hiree specified as such in the Schedule.
- 9 The Date of Commencement of the Period of Hire shall be the date on which the Hired Goods are delivered by the Hirer to the Hiree at the delivery address. The Hiree shall nominate the Date of Commencement and shall give notice of such nomination to the Hirer not less than 48 hours prior to such date.
- 10 The Expiration Date shall be the last day of the Period of Hire. In the event of the Hirer having agreed to extend the Period of Hire, the Expiration Date shall be the last day of the extended Period of Hire.
- 11 The Hiree shall pay the Security Deposit to the Hirer on or before the Date of the Agreement. Should the Hiree not proceed with the hire the security deposit shall be forfeited to the Hirer.
- 12 The Hiree shall pay the Cost of Hire to the Hirer on or before delivery of the Hired Goods. Upon delivery the Hiree shall immediately examine the Hired Goods and confirm to his/her satisfaction that they are in good and safe condition and state of repair. Acceptance by the Hiree of the Hired Goods at that time shall be deemed to be and acknowledgement by the Hiree that as a result of such examination the Hiree was satisfied as to the condition, quality and safety of the Hired Goods and that they have been delivered in good and safe condition and state of repair.
- 13 Should the Hirer be or become liable for payment of Goods and Services Tax in respect of a taxable supply under this Agreement then in addition to the other consideration payable by the Hiree to the Hirer under this Agreement the Hiree must, upon receipt of a tax invoice from the Hirer, pay to the Hirer an amount equal to the GST payable by the Hirer on the taxable supply specified in the tax invoice on the same basis as the other consideration is payable by the Hiree under this Agreement.
- 14 The Hiree acknowledges that he/she has been instructed in the safe and correct use of the Hired Goods and agrees that no other person shall be permitted to use the Hired Goods

unless and until the Hiree has instructed such person in the safe and correct use thereof. The Hiree shall not permit the Hired Goods to be used other than in a safe and correct manner and in accordance with the Hirer's instructions. The Hiree shall indemnify the Hirer against and from each and every expense, liability, financial loss, claim demand or other proceedings howsoever occurring and in respect of all damage to or loss of any property whatsoever arising out of or in connection with or upon the hire, delivery use, misuse, non use, return or non return of the Hired Goods or any part thereof.

- 15 The Hirer retains full title to the Hired Goods notwithstanding the delivery of the Hired Goods to the Hiree; and the possession of and use of the Hired Goods by the Hiree, is subject only to the rights of the Hiree as a mere bailee of the Hired Goods with a right to use them only in accordance with and under this Agreement.
- 16 The Hiree assumes responsibility for the Hired Goods on delivery of the Hired Goods and such responsibility remains with the Hiree until they are returned in clean and good condition and state of repair and the Hirer has issued an unqualified receipt for the return of same. The Hiree must not remove the Hired Goods from the Delivery Address without the Hirer's prior written approval. The Hiree will not sell or otherwise part with possession of the Hired Goods and must notify any person seizing the goods of the ownership of the Hirer and must immediately give notice to the Hirer of such seizure.
- 17 The Hiree shall maintain the Hired Goods in a clean, good and safe condition and state of repair, reasonable wear and tear only excepted. In the event of any breakage of or damage to the Hired Goods or any part thereof the Hiree shall immediately notify the Hirer in writing thereof whereupon the Hirer may take possession of the Hired Goods or the damaged part thereof and the Hiree shall be liable for all costs arising in relation to the collection and repair or replacement of the Hired Goods or the damaged part thereof as may be necessary.
- 18 The Hiree shall return the Hired Goods to the Hirer in a clean, good and safe condition and state of repair (reasonable wear and tear only excepted) on the Expiration Date, in which respect time shall be deemed to be of the essence of this Agreement. For that purpose the Hiree shall not less than 48 hours prior to the Expiration Date arrange an appointment with the Hirer to return the Hired Goods to the Hirer at the Delivery Address. Conditional thereon the Hirer shall refund the Security Deposit.
- 19 Should the Hiree fail to return the Hired Goods in such condition and state of repair the Hirer may apply the security deposit to the cost of cleaning, and repairing the Hired Goods and replacing any missing or damaged parts thereof as may be necessary. The Hirer may recover from the Hiree the balance of any such costs which exceed the amount of the Security Deposit as a liquidated debt in any Court of competent jurisdiction.
- 20 Should the Hiree fail to return the Hired Goods to the Hirer on the Expiration Date the Cost of Hire of the Hired Goods shall continue to accrue at the Additional Cost of Hire per week or part thereof specified in the Schedule until such time as the Hiree shall have returned the Hired Goods in accordance with this Agreement. Should the Hiree fail to return the Hired Goods on the Expiration Date in which respect time shall be deemed to be of the essence of this Agreement the Hiree shall be liable for the financial loss incurred by the Hirer as a result thereof. All such sums shall be recoverable by the Hirer from the Hiree as a liquidated debt in any Court of competent jurisdiction.
- 21 Should the Hiree, the child of the Hiree for whose benefit the Hired Goods are hired, or any other person resident at the Delivery Address prior to or during the Period of Hire or any extension thereof, contract any contagious, communicable or notifiable disease referred to in any legislation relating to health in the State in which this Agreement is entered into or any Regulation made there under, the Hiree shall give notice in writing thereof to the Hirer on or before the return of the Hired Goods.

