

## ABPI Equipment hire/booking form

### **A. Hirer Details**

1. Name:
2. Address:
3. Mobile number:
4. Email:

### **B. Equipment Supplied**

1. Item number:
2. Item quantity:
3. Daily/Period Rate:
4. Hire period:
5. Start Date and time:
6. Return Date and Time:
7. Rate for excess hire period:

### **C. Charges**

1. TOTAL Due at Rental: AUD
2. Security Deposit: AUD
3. Balance Due: AUD

### **Undertaking:**

I/We agree to the details of the equipment being provided by Association of Bhutanese in Perth Incorporated (ABPI) as above and enclose herewith the full rental fee and a refundable deposit (if applicable). By signing below I/we also agree to be bound by the terms and condition of service as detailed on the Annexure.

(Signature of hirer)  
Name of the hirer  
Date

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**This section is to be retained by the ABPI:**

### **Undertaking:**

I/We agree to the details of the equipment being provided by Association of Bhutanese in Perth Incorporated (ABPI) as above and enclose herewith the full rental fee and a refundable deposit (if applicable). By signing below I/we also agree to be bound by the terms and condition of service as detailed on the Annexure.

(Signature of hirer)  
Name of the hirer  
Date

Approved by:

**Name, Signature of the ABPI representative, Date**

## **Annexure: Terms & Conditions of Hire**

These Terms & Conditions, together with the completed ABPI Equipment hire/booking form constitute a binding contract between the Hirer and Association of Bhutanese in Perth Incorporated (hereafter referred to as ABPI).

No changes or alterations can be made unless agreed in writing by ABPI. This contract supersedes any prior agreement or understanding, either oral or in writing.

1. The Hirer is the person named on the booking form, and he / she declares that he / she is over eighteen years of age and is legally entitled to enter into this agreement on their own behalf. Persons entering into this agreement on behalf of another individual or on behalf of a company / organisation declare that they have full authority to do so.

2. By providing the information required on the booking form and paying the booking fee the Hirer is agreeing to our terms and conditions of hire.

3. A non-refundable booking fee based on the equipment under hire is payable upon booking equipment, but this is credited against the total cost of the rental.

4. Unless specified, hire charges are based on a period of one day, or part thereof, irrespective of whether the equipment is in use or not.

5. Daily rentals run from midday on the day of hire until midday the following day, Monday to Friday. Items hired on a Friday must be returned the same day to qualify for single day hire. Weekend hire (2 days) runs from midday on Friday until midday Monday. In the case of a public holiday, any subsequent day shall be treated as one single day.

6. Any equipment returned after the booked return date will be charged for at the agreed daily rate with a minimum of one extra day hire fee, regardless of the original hire period unless agreed prior to despatch.

**7. Upon rental the Hirer must provide their membership number.**

8. ABPI require a security deposit from the Hirer as indicated on the booking form for major things such as camping equipment, religious items, etc. Security deposits will be returned in full (assuming that the equipment is returned in the condition it was originally supplied) by the payment method originally provided. Only the treasurer shall have the authority to refund in such matter.

9. Full payment of the balance of the rental (after deduction of the booking fee) and security deposit is due on collection or delivery when payment is made by cash, bank transfer or credit or debit card.

10. The Hirer undertakes to insure the equipment at full replacement value, when away from the premises of ABPI or will personally indemnify ABPI for the full cost of repair or replacement of the equipment. A valuation is available on request.

11. All hired equipment remains the absolute property of ABPI.

12. The Hirer undertakes to keep and return equipment in good order and condition. Any equipment returned in a dirty condition may incur a cleaning charge. This

includes cables that have been taped down being returned with tape attached or with residual adhesive.

13. ABPI reserve the right to charge for repair or replacement of any equipment damaged, lost or stolen, howsoever arising, during the period of hire. The Hirer's liability is for the full replacement value of the equipment, chargeable to their credit or debit card if paid by this method or any other method.

14. Any equipment damaged, lost or stolen during the hire period will remain on hire until all repairs are complete, or the hirer paying for the replacement of all lost or stolen equipment and has replaced the equipment and the equipment is available for further hire.

15. Equipment will be deemed to be on hire until any invoice for repairs or replacements, relating to that equipment, have been paid in full.

16. All cables, clamps, bracket, religious items, tables and spares must be returned for inspection, or they will be charged for.

17. Whilst ABPI will always endeavour to provide the ordered equipment, they reserve the right to provide substitute equipment. They also reserve the right to terminate this contract without liability if for any reason beyond their control they are unable to supply the equipment hired. In the unlikely event of not being able to fulfil the booking all monies paid by the Hirer to ABPI will be refunded, but this will be the limit of their liability to the Hirer.

18. ABPI will ensure their equipment has undergone all the necessary electrical safety tests (if in case for communication items) and is regularly inspected for soundness.

19. All equipment is tested before despatch and on return. In the event that the hired equipment is faulty, ABPI shall not be liable for any consequential losses or damages whether financial or otherwise arising from there. Should ABPI not be able to fulfil the booking all monies paid will be refunded, but this will be the limit of their liability to the Hirer.

20. Equipment must not be modified in anyway. In particular cables must not be cut and the wiring of plugs and sockets must be returned as supplied.

21. Failure to return any cable coiled or taped may result in a charge.

22. Failure to return packing supplied may result in a charge.

23. ABPI will endeavour to meet any agreed delivery conditions, but cannot accept responsibility for any delay in delivery or collection howsoever caused. Until collected, the equipment is entirely the responsibility of the Hirer.

24. The Hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws and regulations.

25. All equipment must be used for the purpose for which the manufacturer intended it.

26. The Hirer shall be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of equipment hired are

complied with during the period of hire, and furthermore ABPI in no way assumes responsibility for the non-compliance with any such regulations.

27. ABPI gives no warranty that goods supplied for hire are necessarily fit for the Hirer's purpose or purposes. The Hirer warrants that he / she has satisfied him / herself that the goods will be fit for every purpose for which he / she requires them and that he / she does not rely on any skill or judgement of ABPI in this regard.

28. All quotes made by ABPI are without obligation and they reserve the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal.

29. ABPI reserves the right to inspect all hired equipment at any time during the hire period.

30. Where a delivery or collection cannot be completed because of a lack of access at the venue, the Hirer shall still be liable for all agreed charges and for any additional costs incurred completing the delivery or collection.

31. The terms above and the contract to which this document relates, shall in all respects be construed and operate in accordance with the Australian Law.