

Bounce-About Party Hire

We help you to create smiles and happiness

t: 0414 997 723

e: wombat6112@westnet.com.au

w: bounceaboutpartyhire.com.au

Hire Contract – Slushie/Cocktail Machine

Name of Hirer: _____

Driver's License Number: _____ State of Issue: _____

1. Definitions

- **Cost of Hire** being the total amount payable to us for you to hire the machine which shall be dependent on the period of the hire.
- **Machine** means the Two (2) bowl slushie/granita/cocktail machine
- **Period of hire** means _____ nights and shall commence on the date and time we have delivered the machine to you and shall cease on the date and time we collect the machine. Drop off and pick up times may be modified by negotiation.
- **Slush syrup mix** means the mix provided by us to use in the machine.
- **Terms** means these terms and conditions, the instructions provided with the machine, instructions provided verbally by us and the checklist for the machine.
- **We / us / our** means Bounce-About Party Hire, its employees or agents.
- **You** means the hirer stated at the beginning of this document.

2. Payment

- Payment can be made in cash at the time of delivery and setup of the machine for your hire. Alternatively payment can be made into our bank account, at least three days prior to your hire. If wishing to pay by EFTPOS, please contact us for our bank details. Credit card payments attract a \$5 surcharge.
- Additional Slush syrup mix (besides the two free bottles included in the hire price) can be left with the machine on a sale/return basis. Additional bottles are \$20 per 2l bottle.

3. Delivery and collection of the machine

- We shall deliver the machine to you cleaned and ready to be used. At the time of delivery, we will assist you in ensuring the machine is setup ready for use, but if the machine is to be used for alcoholic cocktails, all alcohol must be purchased and added by the hirer or their representative who is of legal age.
- Prior to accepting possession of the machine, you are satisfied that it is in good repair and in safe working order. You are aware of the proper use for which the machine is designed for and that it suits your purpose and that you have been instructed in the safe use and operation of the machine.

4. Your obligations

You must;

- provide a solid table for the machine to be placed on (not glass top), together with water and suitable power supply;
- follow the terms of use for the machine;
- ensure that all persons operating the machine are suitably instructed to do so;
- ensure the machine is always secure;
- ensure that no other product besides the slush syrup mix, water and alcohol (if the machine is to be used for alcoholic cocktails) is used in the machine;
- allow us at all times to enter, if we deem it required, the premises where the machine is located to inspect the machine at any time during the period of hire;
- cover the machine if it is outside.

Initial: _____

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You must **not**;

- use the machine for any illegal purpose; tamper with, repair or modify the machine in any way or permit another to so; sell, hire or part with possession of the machine.
- use the machine in any other area, other than where we have set up the machine, without our prior consent.
- damage the machine in any way.

You acknowledge;

- that the title and ownership of the machine stays with us
- that we have provided you with sufficient instruction to use the machine
- that you have adequate knowledge and degree of competency to use the machine
- that that you comply with all relevant legislation.

5. What you are responsible for

- You will be responsible for the following costs during the period of hire and/or between the time of delivery and time of collection;
- any additional slushie mix supplied by us on a sale-return basis (2 bottles included in your hire cost)
- alcohol, if the machine is to be used to make alcoholic drinks
- replacement of the machine due to fire, and/or theft (by you or any other party) at the scheduled price of \$2000
- repair or replacement of the machine due to accidental on intentional damage (by you or any other party)
- repair or replacement of the machine due to vandalism (by you or any other party)
- repair or replacement of the machine due to negligence (by you or any other party)
- all costs incurred by us due to a breach by you of this contract.

6. Indemnity

You agree to indemnify us against any loss, damage, injury or death of persons arising out of the use of storage or transport of the machine as a result of our or your actions or omissions whether they are intentional, negligent or accidental.

7. Consequential loss

We are not responsible for any delay, loss and consequential loss, including loss of profits due to the supply or failure to supply the machine to you or due to the failure of the machine for any reason whatsoever. We shall have the benefit of this clause and limitations of liability if any loss or damage arises for any reason whatsoever, including breach of contract, negligence, breach of duty or wilful act or default,

8. Disputes

We and you agree that any disputes from the hire of the machine (except for the payment of fees), shall be negotiated with a view to settlement with the assistance on an independent mediator.

9. Governing Law

This contract is governed by the laws of the Commonwealth of Australia and the State of Western Australia

I, the hirer, have read the terms of this hire contract, understand my obligations and was provided with a copy of this document.

Full Name: _____

Signature: _____

Date: ____/____/____