

## Rental Agreement

This Rental Agreement is made on ..... day of ..... 20 .....

Between Paul Carlisle Molan *trading as* pcmCatering (the Owner)  
ABN: 25 475 804 996  
27 Lakin Street  
Bateau Bay NSW 2261

And ..... (the Hirer)

Address .....

Telephone .....

Email .....

### Terms and Conditions of standard Rental Agreement

If the Hirer wishes to hire equipment, the Hirer must complete and sign (or otherwise accept in a manner required by the Owner) the Rental Agreement and Schedule and such other documents as the Owner may require.

The Owner may in its absolute discretion decline to hire equipment to the Hirer at any time if it has reasonable cause to do so.

These Rental Agreement conditions may be changed from time to time by the Owner giving notice of the amendment to the Hirer. Changes to these Rental Agreement conditions will only apply to Rental Agreements entered into after the change has been notified to the Hirer.

The parties agree that this Rental Agreement and Schedule comprises the whole of the agreement between the parties and the Hirer may make no claim, objection or requisition in respect of any promise, representation or statement made by the Owner or anyone on behalf of the Owner not set out or referred to in this Rental Agreement.

### CONSUMER RIGHTS STATEMENT

Your rights as set out in this Rental Agreement and Schedule are in addition to your rights as a consumer (your Consumer Rights) under applicable consumer protection legislation, including the Australian Consumer Law. Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement and Schedule.

## Things the Hirer must know

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- ✓ You should carefully read all the terms and conditions of this Rental Agreement
- ✓ pcmCatering will deliver the hired equipment and pick it up at the end of the hire period
- ✓ You must use the hired equipment in accordance with any instructions you are given by pcmCatering
- ✓ You will have to pay for any damage you cause to the hired equipment
- ✓ If you need any licences or permits for the event you are hiring the equipment for, it is up to you to have those licences or permits in place
- ✓ If anyone is injured, or any property is damaged while you are hiring the hired equipment, you are responsible for that, not pcmCatering
- ✓ pcmCatering always remains the owner of the hire equipment

- 1 The Owner shall let the equipment listed on the Schedule at line item 1 and the Hirer shall take that equipment on hire.
- 2 The equipment remains the property of the Owner for the duration of the hire period listed on the Schedule at line item 5 (including any agreed extension of time) and the Hirer has rights to the use and possession of the equipment as a mere bailee only.
- 3 The Hirer will pay the Owner the agreed fee calculated with reference to the figure listed on the Schedule at line item 3 and is entitled to use the equipment for the hire period (including any agreed extension of time) and will return the equipment to/ give up possession of the equipment to the Owner at the completion of the hire period.
- 4 The Hirer will use the equipment only in strict accordance with the Owner's directions and instructions and will not:
  - i. give up possession of the equipment to a third party;
  - ii. sub-let/ hire or bail the equipment;
  - iii. create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the equipment other than with the express written consent of the Owner;
  - iv. use the equipment or allow the equipment to be used for any illegal purpose/s .
- 5 The Hirer will be responsible for any loss or damage to the equipment during the hire period irrespective of how the loss or damage occurred, except for fair wear and tear.
- 6 If, during the hire period the equipment is lost; damaged, breaks down or otherwise fails, the Hirer shall notify the Owner immediately.
- 7 The Hirer is responsible for ensuring he/ she/ it has all necessary licenses; permits; council or other approvals and insurances.
- 8 The Hirer assumes all risk and liability for the equipment and liability for all injuries to or deaths of persons and any damage to property howsoever arising during the hire period.
- 9 To the full extent permitted by law the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of or consequent on the use or misuse of the equipment during the hire period.
- 10 The hire period is completed when the equipment has been returned to the Owner in the same condition as when it was hired on or by the date and time outlined in the Schedule, or otherwise will be deemed completed on the date agreed for pick-up by the Owner.
- 11 The Hirer shall not remove the equipment from the State of New South Wales without the prior express written consent of the Owner.
- 12 This agreement is governed by the laws of the State of New South Wales.

### Executed as an agreement

I have read and accept the above terms and conditions of hire. In acknowledge that as the Hirer, I am responsible for the safekeeping of the equipment against damage or theft and that the Owner's insurance will not cover me.

X

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Hirer

Date: .....

.....

Owner

Date: .....

## Schedule

Owner Paul Carlisle Molan *trading as trading as pcmCatering*  
ABN: 25 475 804 996

1. Equipment .....
2. ID/ Reg  
Number .....
3. Hire fee (incl \$ .....  
GST)
4. Security \$ .....  
deposit
5. Hire period From: [Date] ..... [Time] .....  
To: [Date] ..... [Time] .....

6. Delivery  
address .....  
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Special  
instructions .....  
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