

# HIRE AGREEMENT TERMS

## DETAILS SCHEDULE



**Customer**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Hire Location**

Address: \_\_\_\_\_  
 \_\_\_\_\_

**Artworks**

Artworks Name: \_\_\_\_\_  
 Artist: \_\_\_\_\_  
 Rate: \$ \_\_\_\_\_ per week or part thereof  
 Artworks Name: \_\_\_\_\_  
 Artist: \_\_\_\_\_  
 Rate: \$ \_\_\_\_\_ per week or part thereof  
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 Artist: \_\_\_\_\_  
 Rate: \$ \_\_\_\_\_ per week or part thereof  
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 Rate: \$ \_\_\_\_\_ per week or part thereof  
 Artworks Name: \_\_\_\_\_  
 Artist: \_\_\_\_\_  
 Rate: \$ \_\_\_\_\_ per week or part thereof  
 Artworks Name: \_\_\_\_\_  
 Artist: \_\_\_\_\_  
 Rate: \$ \_\_\_\_\_ per week or part thereof

**Hire Period**

Delivery Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

**Payment**

The Hire Charge and Installation Charge (if any) are payable upon or prior to delivery of the Artworks.  
 Acceptable forms of payment are:  
 • Cash • Credit Card (we do not accept Diners or Amex) • Direct Electronic Payment • Paypal

**Deposit**

A deposit of 50% of the Hire Charge must be paid at time of booking the Artworks.

**Hire Charge**

\$ \_\_\_\_\_ x \_\_\_\_\_ weeks = \$ \_\_\_\_\_

**Installation Charge**

\$ \_\_\_\_\_

The Customer agrees that it has read and understood this document and agrees to be bound by the Terms.

Signed by/for and on behalf of the Customer:

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

Name: \_\_\_\_\_

Position: (if applicable) \_\_\_\_\_ Date: \_\_\_\_\_



## TERMS

1. **Parties** – The Owner and the Customer.
2. **Definitions**
  - “**Artworks**” means the artworks described in the Details Schedule to be hired out to the Customer by the Owner.
  - “**Claim**” means any claim, demand, liability, loss, damages, proceedings, costs, charges and expenses including legal costs and expenses.
  - “**Customer**” means the person described in the Details Schedule and includes any person claiming through or under that person.
  - “**GST**” has the meaning in the A New Tax System (*Goods and Services Tax Act 1999 (Cth)*).
  - “**Hire Period**” means the period from the Delivery Date to the Return Date prescribed in the Details Schedule.
  - “**Owner**” means Nicole Peta Poustie her employees and agents.
  - “**PPS Act**” means the *Personal Property Securities Act 2009 (Cth)*.
  - “**Security Interest**” means a security interest as defined under the PPS Act.
  - “**Terms**” means these terms and conditions including the Details Schedule.
3. **Hire of Artworks** - The Owner loan hires the Artworks to the Customer in accordance with these Terms.
4. **Payment Terms** - The Customer must pay to the Owner the Hire Charge, the Installation Charge and any other charges or expenses including charges for loss and damage payable under these Terms. The Hire Charge and the Installation Charge must be paid prior to delivery of the Artworks. Any charges other than the Hire Charge and the Installation Charge must be paid within 7 days of the Owner invoicing the Customer. The Customer acknowledges that no refunds are made for early return of the Artworks.
5. **Ownership of Artworks** - The Artworks shall at all times remain the sole and exclusive property of the Owner and the Customer must not:
  - (a) assign, give, lend, lease, mortgage, charge, pledge or otherwise encumber or in any way part with possession of the Artworks or create a Security Interest in favour of a third party in respect of the Artworks or do or permit to be done anything which could prejudice the Owner’s rights in the Artworks;
  - (b) remove or permit the removal of the Artworks from the Hire Location; or
  - (c) permit any person other than the Owner to move or in any way interfere with the Artworks (unless authorised by the Owner).
6. **Responsibility** - The Customer:
  - (a) acknowledges that risk in the Artworks or any event arising from the use of the Artworks passes to the Customer on delivery of the Artworks to the Customer;
  - (b) acknowledges by accepting the Artworks that the Artworks are in good condition and undamaged at the time of delivery;
  - (c) is responsible for the Artworks from the time of delivery of the Artworks until they are returned to the Owner,
  - (d) must exercise due care to protect the Artworks;
  - (e) is liable for and indemnifies the Owner in respect of any loss or damage to the Artworks including without limitation loss or damage caused by poor cleanliness, interference, misuse, negligence, fire or theft.
7. **Use of the Artworks** - The Customer must ensure:
  - (a) the Artworks are properly used;
  - (b) the Artworks are used only in strict compliance with these Terms;
  - (c) that whether or not the Customer owns the Hire Location, the Owner may access the Hire Location at all reasonable times and without notice to inspect, repair or lawfully repossess the Artworks (and if repossessing, the Customer is responsible for making good any reasonable damage caused in the removal); and
  - (d) that no plate or marking affixed to the Artworks by the Owner shall be removed or interfered with.
8. **No Warranties** - The Owner does not give any express or implied warranty to the Customer in relation to the Artworks.
9. **Release** - The Customer releases the Owner from any Claim in respect of any:
  - (a) loss of or damage to any property of the Customer or any third party; and
  - (b) injury to or death of any person, arising directly or indirectly from or in relation to the hire of the Artworks including without limitation any Claim relating to trespass by the Owner arising from its right to inspect the Artworks or repossess the Artworks under these Terms.
10. **Indemnity** - The Customer is liable for and indemnifies the Owner against any Claim made against the Owner resulting from any:
  - (a) loss of or damage to any property of the Customer or any third party;
  - (b) injury to or death of any person, arising directly or indirectly from or in relation to the hire of the Artworks including without limitation any Claim relating to trespass by the Owner arising from its right to inspect the Artworks or repossess the Artworks under these Terms.
11. **Damage and Breach** - The Customer bears all risk of loss or damage to the Artworks from any cause. The Customer indemnifies the Owner for any Claim arising directly or indirectly from or in relation to loss or damage of the Artworks or breach of these Terms. The Customer must immediately notify the Owner of any damage to the Artworks. The Customer must maintain at its own expense all appropriate insurance policies for :-
  - (a) theft or damage to the Artworks in an amount not less than the market value of the Artworks; and
  - (b) public liability insurance for not less than \$20 million in relation to the Hire Location.

In the event of total loss or damage to the Artworks, the Customer must promptly pay the Owner the market value of such Artworks and in the event of partial loss or damage, the reasonable appropriate proportion of such value.
12. **Governing Law** - These Terms are governed by the laws of Victoria.
13. **No Waiver** - Waiver by the Owner of any breach of these Terms by the Customer shall not constitute a waiver of any subsequent or continuing breach by the Customer and shall not effect any of the Owner’s rights under these Terms.
14. **Agreement Period** - These Terms come into force when signed by the Customer.
15. **Termination of Agreement** - If the Customer breaches these Terms, the Owner may terminate these Terms immediately by written or verbal notice. The Customer must not make any Claim against the Owner for such termination.
16. **Interpretation** - In these Terms the singular includes the plural and vice versa, headings are for convenience only and do not affect the interpretation of these Terms and if any provision of these Terms is void, unenforceable or illegal in Victoria it is severed and the remainder of these Terms remain in full force and effect.