

CAIRNS COLDROOM HIRE
STANDARD TERMS AND CONDITIONS OF HIRE

BETWEEN _____ and **FNAC Service Pty Ltd** (ACN 128 592 147 ABN 99 328 215 240) trading as **Cairns Coldroom Hire** of 135 Lyons Street, Bungalow in the State of Queensland (hereafter with its successors and assigns "the Firm" of the One Part.

AND - The party named in Item 2 of 'The Schedule' hereto (hereinafter with its successors or in the case of a natural person or persons his, her or their executors of administrators and/or his, her, its or their permitted assigns called "the Hirer") of the Other Part.

WHEREBY - It is agreed that the firm will hire to the Hirer the refrigeration equipment more particularly set out and described in Item 3 of the Schedule hereto on the dates set out therein at the rental rate shown therein which the refrigeration equipment shall be situated in the premises shown therein subject to the following terms and conditions:

- 1.** The refrigeration equipment remains the property of the Firm and the Hirer shall ensure that the Firm and its employees, servants, agents and representatives and other persons lawfully acting under through or on behalf of the Firm shall have access to the refrigeration equipment at all reasonable times and in the case of emergency (the decision in respect of which shall be in the reasonable opinion of the Firm) at any time.
- 2.** The Firm will keep the refrigeration equipment in good repair by regular servicing (and if necessary repairing) at such time as the Firm may in its absolute discretion see fit and where possible (remote areas).
- 3.** The Firm shall not be responsible for any loss or damage caused by the Hirer or to any other person Firm or Firm if the refrigeration equipment does malfunction at any time.
- 4.** The Firm will not accept any charges for any work carried out on the refrigeration equipment which has not been authorized by it and the Hirer is expressly forbidden to carry out or to authorize the carrying out of any service work on the refrigeration equipment without the consent in writing of the Firm first hand and obtained.
- 5.** Except in the case of any emergency the service and repairs of the refrigeration equipment shall be carried out during normal working hours.
- 6.** The Hirer shall hold the refrigeration equipment on behalf of the Firm and shall take all reasonable precautions to ensure that the refrigeration equipment is not damaged, defaced, misused or used for any other purposes other than the refrigeration of goods normally kept refrigerated.
- 7.** The Hirer shall ensure that the refrigeration equipment is kept clean, neat, tidy and of good appearance at all times, fair wear and tear alone excepted. The Hirer will be held responsible for any damage to the Coldroom or Trailer whilst in their possession.
- 8.** The Hirer shall not remove the refrigeration equipment to any other site without the consent in writing of the Firm first, any relocation costs shall be borne by the Hirer.

9. The Hirer shall pay the Firm calendar monthly rental or weekly as applicable for the refrigeration equipment at the rate set out in Item 3 of the Schedule hereto, to be paid on the dates in each month or week set out in Item 3 of the Schedule hereto with the first payment to be made as shown therein. Such rental shall be payable calendar monthly or weekly in advance.
10. On or prior to delivery of the refrigeration equipment the Hirer shall pay to the Firm an amount set out in Item 3 of the Schedule hereto by way of a delivery and installation fee.
11. The Hirer agrees to hire the refrigeration equipment for a minimum period or as agreed between the Hirer and the Firm from the relevant date set out in Item 3 of the Schedule hereto where the refrigeration equipment installed is new/used equipment or thereafter at the will of the parties.
12. The Firm shall have the right to cancel this agreement and retake possession of the refrigeration equipment if the Hirer fails to make any payment within fourteen (14) days of the due date for payment thereof or if the Hirer or its servants, agents or licensees commits any breach of the terms of this agreement. The Firm shall have the right to claim from the Hirer any damages which it may suffer as a result of the failure by the Hirer to make payment or the committal of any breach of this Agreement by the Hirer its servants, agents or licensees.
13. The Hirer agrees to indemnify and keep indemnified the Firm from and against any claim brought against the Firm as a result of the refrigeration equipment being hired to the Hirer or being on the premises of the Hirer its servants, agents or licensees.
14. The Hirer shall insure the refrigeration equipment in the joint names of the Firm and the Hirer for their respective rights and interests with losses, if any, payable to the Firm.
15. The Hirer will comply with all relevant acts, regulations and by-laws relating to the registration or licensing of the refrigeration equipment of the use thereof and shall pay all relevant fees and charges.
16. The Hirer will notify the Firm of any damage to the refrigeration equipment or any malfunction in the operation of the refrigeration equipment.
17. Except to any extent necessary to enable proper use of the refrigeration equipment or any part of it the Hirer will not cause or permit the refrigeration equipment or any part of it to be affixed to any real property and if the refrigeration equipment or any part of it is at any time affixed to any real property it shall not thereby become to be deemed to become a fixture or part of the land but shall be removable by the Firm in accordance with the provisions of this agreement notwithstanding such fixing and costs incurred in such removal shall be borne by the Hirer.
18. The Hirer shall pay to the Firm the amount stated, and return the signed copy of the Standard Terms and Conditions of Hire and The Schedule of Hire before the Firm will release the refrigeration equipment.

I have read and understood these Terms and Conditions of Hire and agree to be bound by these Terms and Conditions of Hire.

SIGNED FOR AND ON BEHALF OF:

THE HIRER: _____ DATE: _____

PRINTED NAME: _____

The Schedule of Hire	
Item 1	Date of this Agreement: The day of 2008
Item 2	Name and Address of Hirer:
Item 3	Description of Equipment and Insured Value: \$
	Situation of Premises where Equipment will be Installed:
	Hire Dates: From to
	Rental Rate: \$ plus GST Weekend / Week
	Delivery: Yes / No Pickup: Yes / No \$ each way, plus GST If Required
	Security Deposit: \$
Note: If a reduction rate has been quoted for long term hire of 12 months or more and the Hirer returns the coldroom before the 12 months has lapsed, the Hirer is responsible to pay the normal weekly price as per our schedule.	

IN WITNESS WHEREOF these presents have been executed on the day and year first herein before written.

SIGNED FOR AND ON BEHALF OF:

CAIRNS COLDROOM HIRE: _____ DATE: _____

PRINTED NAME: _____

SIGNED FOR AND ON BEHALF OF:

THE HIRER: _____ DATE: _____

PRINTED NAME: _____

COMPANY NAME IF APPLICABLE: _____

IN THE PRESENCE OF: _____ DATE: _____

PRINTED NAME: _____