

# Mobile Ice Slushee Van

## HIRE TERMS AND CONDITIONS

0421 319 656



The following Hire Terms and Conditions ("Conditions") record the agreement between Mobile Ice Slushee Van and you for the hiring of Goods by you at your request. These Conditions constitute a legally binding contract between Mobile Ice Slushee and you. We recommend that you read these Conditions carefully before signing them or confirming your order.

**Payment by you for your order constitutes acceptance of these Conditions whether signed or not.**

### 1. In these Conditions

- 1.1 "Agreement" means these Conditions and the Quote.
- 1.2 "Customer" is the person, firm or corporation named on the last page of these Hire Terms and Conditions.
- 1.3 "Goods" means the "machine" (meaning the frozen cocktail machine; the Fairy Floss machine; and ancillary equipment), all products (e.g. supply mixes) and accessories (e.g. straws, cups, sticks and the like) supplied by Mobile Ice Slushee Van to the Customer.
- 1.4 "Hiring Fees" means the total amount payable by the Customer as set out in the Quote.
- 1.5 "Quote" means the quotation for hiring the Goods given by Mobile Ice Slushee Van to the Customer, whether oral or written, including any changes agreed in writing by Mobile Ice Slushee Van and the Customer.
- 1.6 "Site" means the site for delivery and collection of the Goods as agreed between Mobile Ice Slushee Van and the Customer.
- 1.7 "Mobile Ice Slushee Van" means Tanya Filippi trading as "Mobile Ice Slushee Van" and includes its employees and representatives.

### 2. Authority of the Customer

- 2.1 The person signing this Agreement for and on behalf of the Customer hereby covenants with Mobile Ice Slushee Van that he or she has the authority of the Customer to make the Agreement on the Customer's behalf and is empowered by the Customer to bind the Customer to the Agreement and hereby indemnifies Mobile Ice Slushee Van against all losses, costs and claims incurred by Mobile Ice Slushee Van arising out of the person signing this Agreement not in fact having such power and/or authority.

### 3. Customer over 18 years

- 3.1 The Customer or the person signing on behalf of the firm or corporation ("Customer's representative") warrants that they are over 18 years of age.
- 3.2 Mobile Ice Slushee Van will require presentation of photographic identification as proof of age of the Customer or the Customer's representative before or at the time of delivery. Mobile Ice Slushee Van is under

no obligation to deliver the Goods if proof of age is refused.

### 4. Customer Responsibilities

- 4.1 The Customer accepts responsibility for all Goods hired from time of delivery until those Goods are collected by Mobile Ice Slushee Van.
- 4.2 The Customer must use the Goods in a proper, safe and careful manner and only for the purpose for which the Goods were designed.
- (c) once the machine is in place do not move the machine for any reason;
- (d) do not cause any liquid to leak into the motor and cause damage to the machine;
- (e) do not adjust any settings on the machine unless instructed to do so by Mobile Ice Slushee Van.
- 4.3 The Customer must observe the instructions and directions of Mobile Ice Slushee Van for the use and safety of the Goods including but not limited to the following:
  - (a) **Do not mix any product in the machine that is not Mobile Ice Slushee Vans including ice (the mixes special crystals allowing the product to chill and breaking machine – use of any provided will damage the machine);**
  - (b) **Use more alcohol than recommended as damage to the machine may result;**
  - (c) **Once the machine is in place do not move the machine for any reason;**
  - (d) **Do not cause any liquid to leak into the motor and cause damage to the machine;**
  - (e) **Do not adjust any setting on the machine unless instructed to do so by Mobile Ice Slushee Van**
- 4.4 Upon delivery and installation of the Goods, the Customer will examine the Goods to satisfy itself as to the condition of the Goods and their fitness for purpose.

### 5. Alcohol and Responsible Service of Alcohol

- 5.1 Mobile Ice Slushee Van does not supply alcohol.
- 5.2 Mobile Ice Slushee Van holds no responsibility for breaches by the Customer under the Liquor Licensing Act.
- 5.3 The Customer will take full responsibility for the supply and service of alcohol.

**6. Hiring Fees, Charges and Payment**

- 6.1 The Customer agrees to pay the Hiring Fees to Mobile Ice Slushee Van.
- 6.2 The Customer agrees to pay to Mobile Ice Slushee Van any other charges, including charges for loss, damage and repairs and any other amounts payable by the Customer, as set out in these Conditions and/or Quote.

**7 Delivery and Pick-Up**

- 7.1 The Customer must ensure that Mobile Ice Slushee Van has free and uninterrupted access to the delivery address to deliver, install, inspect, dismantle, collect and remove the Goods at all times between delivery and collection or return of the Goods. The Customer must ensure that access to the Site is unrestricted. Dogs or dangerous animals must be restrained at all times Mobile Ice Slushee Van representatives are present at the Site.
- 7.2 Mobile Ice Slushee Van will use reasonable endeavours to take care when delivering, installing, inspecting, dismantling, collecting and removing the Goods. The Customer agrees that Mobile Ice Slushee Van is not liable for any damage or loss to the Site caused directly or indirectly by Mobile Ice Slushee Van.

**8. Property**

- 8.1 All property in, and title to, the Slushee machine, Fairy Floss Machine and other property of Mobile Ice Slushee Van remains with Mobile Ice Slushee Van at all times.
- 8.2 The Customer does not acquire any title or interest in the Slushee machine, Fairy Floss Machine or other property of Mobile Ice Slushee Van or its representatives. The customer's interest in the machine, wishing well and other property is as bailee for Mobile Ice Slushee Van only.

**9. Loss or Damage to Goods**

- a. The Customer will immediately notify Mobile Ice Slushee Van if any of officers, invitees or any other person (whether by consent of the Customer or not):
  - i. using any other product than those provided by Mobile Ice Slushee Van;
  - ii. adding ice to the machine;
  - iii. adding more alcohol than the amount recommended by Mobile Ice Slushee Van;

- iv. moving the machine;
- v. deviating from the recommended concentrate / water / alcohol ratios;
- vi. cleaning of the machine; (g) adjusting the settings on the machine.

**10. Releases**

- a. The Customer hereby releases Mobile Ice Slushee Van and its officers employees and agents from all claims, liabilities, actions, demands, costs and expenses arising directly or indirectly from the hire or use of the Goods by the Customer including, without limitation:
  - i. all property damage, death or injury resulting from the use or misuse of the Goods;
  - ii. the installation and dismantling of the Goods at the Site; and
  - iii. the acts and omissions of the Customer, the occupiers of the Site and invitees (whether or not lawful and whether or not with the consent of the Customer or the owner of the Site).

**11. Indemnity**

- a. The Customer hereby indemnifies Mobile Ice Slushee Van and its officers, employees and agents from and against all claims, liabilities, actions, demands, costs and expenses suffered or incurred by any of them or any third party directly or indirectly as a result of:
  - i. negligence of the Customer;
  - ii. breach of these Conditions (or any of them) by the Customer, including the cost of repair or replacement of Goods;
  - iii. breach of law by the Customer or the owner of the Site or any occupier of the Site;
  - iv. the state and condition of the Site, including hazards;
  - v. Mobile Ice Slushee Van's entry onto the Site;
  - vi. the delivery, installation, inspection, dismantling, collection and removal of the Goods to, at and from the Site;
  - vii. acts and omissions by the Customer, Mobile Ice Slushee Van or occupiers of the Site (whether or not lawful and
  - viii. whether or not with the consent of the Customer or owner of the Site);

- ix. loss or destruction of, damage to, and shortage of Goods (including loss or damage from theft, vandalism, graffiti or activity of any person with or without the consent or knowledge of the Customer); and
- x. property damage, death or injury arising directly or indirectly.

## 12. Exclusion of Liability

- 12.1 The Customer agrees that Mobile Ice Slushee Van shall not be liable to the Customer or the Customer's officers, employees, agents, invitees or any other person from damages, losses, actions, claims, demands and costs of any description howsoever arising directly or indirectly from representations, warranties, terms and conditions expressed or implied in relation to the use, delivery, installation, inspection, dismantling, collection, removal and operation of the Goods or otherwise and whether resulting from the negligence of Mobile Ice Slushee Van, its officers, employees, agents or otherwise.
- 12.2 Mobile Ice Slushee Van reserves the right at any time to change the list of flavours available, specials or prices from time to time.
- 12.3 Mobile Ice Slushee Van will not be liable for any loss or damage resulting from the environment the machine has to be placed in (e.g. cramped area, no ventilation) or if the power supply is not suitable to keep the machine running. The Customer will still be required to pay the full Hiring Fees.
- 12.4 Mobile Ice Slushee Van will not be liable for any loss or damage to the Customer's own alcohol, stock or other goods of the Customer under any circumstances, including (without limitation) loss or damage resulting from adding alcohol to the machine.
- 12.5 Clause 12 applies except to the extent to which statutory conditions and warranties cannot be excluded under the Trade Practices Act 1974 or relevant Federal or State legislation having application to the Goods and

services provided by Mobile Ice Slushee Van under these Conditions.

## 13. Miscellaneous

- 13.1 This agreement is governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland. The Customer will not object to Mobile Ice Slushee Van using the jurisdiction of Queensland for the recovery of any outstanding amount.
- 13.2 If any part of this Agreement becomes void or unenforceable for any reason, then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.
- 13.3 The Customer may not assign, sub-contract or transfer the benefit of this Agreement to another party without the prior consent of Mobile Ice Slushee Van.
- 13.4 This Agreement represents the entire agreement between Mobile Ice Slushee Van and the Customer. No additional terms and conditions proposed by the Customer apply to this Agreement unless agreed in writing by Mobile Ice Slushee Van.

I acknowledge that I have read these Terms and Conditions and hereby accept the Terms and Conditions of hire. I acknowledge that I am over 18 years of age.

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

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

Date:                    /                    /

Invoice/Quote No: \_\_\_\_\_