

## **TERMS AND CONDITIONS**

The terms and conditions set out below form part of the Rental Agreement (RA) between the company identified in the RA ("Us", "We", "Our") and the Hirer ("I", "You", "Your") to hire the Laser Game Equipment identified in the RA ("Equipment") "Hirer" means the person/company named in the RA as the Hirer and any person/company who provides a Credit Card Authority to Us.

### **1. EQUIPMENT CONDITION**

1. You acknowledge receiving the Equipment from Us:
  - i. in a good and clean condition except as specified in the Equipment Details and Damage Report;
  - ii. in working order.
2. You agree to keep the equipment away from water and any overly sandy places as water and sand will damage the equipment.

### **2. RETURN OF EQUIPMENT**

1. You agree to return the Equipment to Us:
  - a) in the same condition in which You received it;
  - b) to the Return Location in the RA by the Return Date and Time in the RA;
  - c) in working order;
  - d) with no sign of mistreatment;
2. We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If You fail to return the Equipment to Us by the Return Date & Time, the Equipment will be immediately reported to the Police as having been stolen.
3. We may take possession of the Equipment without prior demand if it is in Our opinion:
  - a) being used, or has been used, in contravention of any law or of a term of this RA; or
  - b) been abandoned.
  - c) the Equipment is being mistreated or left the supervision of the person hiring the equipment.
  - d) The Equipment has not been returned by the return date/time listed on the RA.
4. You will be responsible for the Equipment and the Hire will continue until We make Our final inspection.

### **3. USE OF EQUIPMENT**

1. The Equipment is suitable for outdoor and indoor use but must not be used in the following instances:
  - a) Near or around a Pool, River, Creak, Pond, Lake or any other body of water as water will destroy the electronics beyond repair.
  - b) Outside when it is raining.
  - c) In Sand Dunes or any other greatly sandy area where sand is likely to find its way into the equipment.
  - d) In or around any muddy area as the mud will destroy the electronics beyond repair.
2. The Equipment must not be used or taken outside of the Perth Metropolitan area enclosed by the Coast (to the West), Mandurah (to the South), Yanchep (to the North) and The Darling Range (to the East). If you require to use the equipment outside of this area you must seek written approval from Darkzone-WA Management.
3. The Equipment must not be left unattended in a vehicle or at a location other than your place of residence or an equivalent low risk location, indoors.

#### **4. CHARGES**

You agree to pay on demand all of the following charges up until return to or recovery by us of the Equipment (whether or not charges are detailed in the RA):

1. All charges at the rates described under "Rental Charges" in the RA. Daily rates apply to each consecutive 24-hour period or part there of commencing from the Check Out Time.
2. Where You breach any of Your other obligations under this RA - (without limiting any other right We have) such sum as is necessary to compensate Us for Our loss or damage as determined by Us acting reasonably.
3. All fines, penalties and other similar charges incurred plus Our administration fee per event.
4. All applicable goods and services tax (GST).
5. The cost to Us of recovering the Equipment in the circumstances described in Clause 2(3).
6. Where You fail to return any of the items described in "Equipment Supplied" section of the RA, the replacement cost as listed in the "Replacement Costs" document attached.
7. The cost of any repairs for damaged caused by misuse or mistreatment of the equipment, a list of "Acceptable Damage" is also attached.
8. Final charges will be determined after a final inspection by Our representative which will be made as soon as practicable after return to, or recovery by Us of the Equipment.

#### **5. PAYMENT OF CHARGES**

1. You hereby irrevocably and unconditionally authorise Us to charge to Your credit card (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by You under this RA.
2. If You fail to make full payment of any charge due to Us:
  - a) You agree to pay Us:
    - i. Interest on all outstanding charges at a rate of 15% per annum. You agree that such interest is a genuine pre-estimate of Our damages. Payments received will be credited firstly against any accrued but unpaid interest;
    - ii. Our costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis;
  - b) We shall be entitled to list Your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which You acknowledge may affect Your credit rating.

#### **6. LOSS OR DAMAGE COVER OFFERED BY US**

We do not offer any kind of cover or insurance on the equipment. You may be able to cover the equipment under any personal insurance You may have, but You will need to discuss this with your Insurer prior to hiring the equipment.

**7. GENERAL PROVISIONS**

- 1. We reserve the right to refuse hire of any equipment to You following any incident or accident or where You have breached a term of this RA.
- 2. We are not liable for any loss or damage to personal property caused by the use of the Equipment.
- 3. No Hirer of the Equipment shall be deemed to be Our agent, servant or employee, in any manner or for any purpose whatsoever.
- 4. To the fullest extent permitted by law, all terms, conditions and warranties which would otherwise be implied are hereby expressly excluded.
- 5. Whenever We are permitted to limit Our liability under State and/or Federal statute for breach of an implied condition or warranty, Our liability is limited to the replacement, repair or re-supply of the Equipment.
- 6. We are not liable for any indirect, special, incidental or consequential damage suffered by You or any other person due to any breach of this RA by Us and You release and indemnify Us (including for legal costs) from any such claim.
- 7. None of Our rights under this RA may be waived except in writing by one of Our officers.
- 8. Words used in this RA and/or noted on the RA include all genders and singular words include the plural.
- 9. You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that You will immediately notify Us of any such changes.
- 10. You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that You will immediately notify Us of any such changes.

Where "You" are more than one person Your obligations under this RA are joint and several. "Person" includes a company.

**8. PRIVACY**

We are committed to protecting Your privacy. We collect personal information in order to process any application or service You have requested as per Our terms and conditions. Your details may be passed onto debt collection services or credit facilities if you are in breach of your obligations under this agreement.

I, \_\_\_\_\_, do hereby agree to the above terms and conditions and authorise for the monies due or owed to be charged to my credit card as listed.

\_\_\_\_\_  
HIRER:

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
STAFF:

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_