

Dated the _____ day of _____ 20____.

AGREEMENT TO HIRE

BETWEEN

Bathurst Little Athletics Club

E: bathurstathletics@gmail.com

AND

School Name _____

Date of Equipment Hire: _____

Date / Time of required Equipment Collection: _____

By signing this form you have read and agree to the terms of this Equipment hire agreement.

School Representative

.....
Full Name Position Contact number

Email contact :

.....
Name of Witness Position of witness Contact number

Hire agreement received & Authorised by Bathurst Little Athletics

.....
Committee Member Position Contact number

Date

AGREEMENT TO HIRE

BETWEEN:

1. The person identified as the Centre in Item 1 of the Schedule (the 'Centre');
2. The person identified as the hirer in Item 2 of the Schedule (the 'hirer'); and
3. The person (if any) identified as the Guarantor in Item 3 of the Schedule (the 'guarantor').

Recitals:

- A. At the request of the hirer and the guarantor, the Centre has agreed to hire certain goods described in Item 9 of the Schedule (the 'goods') to the hirer on the terms and conditions set out in this agreement.
- B. For valuable consideration including the Centre at the request of the hirer, entering into this agreement, the guarantor unconditionally guarantees to the Centre the due and punctual performance of all the hirer's payments and obligations under this agreement.

Commencement of Lease:

1. The hire of the goods will commence on the commencement date stated in Item 4 of the Schedule and will expire on the expiration date stated in Item 5 of the Schedule.

Delivery:

2.
 - (a) The hirer shall be solely responsible for collecting the goods from the Centre and returning the goods to the Centre on the expiration date.
 - (b) The hirer indemnifies the Centre in respect of all costs of delivery, assembly, installation and storage of the goods during the term of this agreement.

Location of Goods:

3.
 - (a) The hirer must keep the goods in its sole possession and in a safe and proper location at the premises stated in Item 6 of the Schedule or at any other place as may be approved in writing by the Centre from time to time.
 - (b) The hirer must not remove the goods from the premises except in the ordinary course of its activities.
 - (c) The hirer must immediately advise the Centre of the whereabouts of the goods upon request.

Obligations of the Hirer:

4.
 - (a) The hirer must pay all the hire charges (the 'rent') specified in Item 10 of the Schedule **prior** to delivery of the goods. The rent and all other amounts payable by the hirer under this agreement shall be paid to the Centre at the address of the Centre stated in Item 7 of the Schedule.
 - (b) The hirer must obtain, maintain and comply with all the necessary registrations, licences or permits relating to the goods and the use of the goods and upon demand by the Centre shall produce to the Centre certified copies of all necessary registration, licence or permit documentation, if any.
 - (c) The hirer must, at its own expense, keep and maintain the goods in good repair and condition (fair wear and tear expected). The hirer shall cause all necessary servicing and repairs to be conducted on the goods by duly competent persons during the hire period.
 - (d) The hirer hereby permits the Centre to have access to the premises for the purpose of inspecting the goods and ensuring that the hire is being conducted in accordance with this agreement.
 - (e) The hirer must not alter the goods without the prior written consent of The Centre.
 - (f) The hirer must not remove any markings affixed on the goods by the Centre to indicate that the goods are the property of the Centre.
 - (g) Upon loss or damage to the goods the hirer shall pay to the Centre all rental accruing and accrued under this agreement and the insurable value of the goods less any amount paid or payable by an insurer to the Centre in respect of the goods.
 - (h) The hirer must pay all stamp duty and all other duties and taxes payable on this agreement, if any.

Indemnity by Hirer:

5.
 - (a) The hirer hereby indemnifies the Centre against:
 - (i) loss, destruction or damage to the goods by any cause whatsoever; and
 - (ii) any liabilities, losses, damage, claims, proceedings and expenses incurred or suffered by the Centre as a result of the design or of defect in the goods or the state, condition of the goods including, without limitation damage to property or person.

Exclusion of Warranties:

6. The hirer shall obtain and maintain during the hire period a policy of insurance for Public and Products Liability for an amount in respect of any one claim of not less than 10 million (\$10,000,000). The hirer shall provide evidence of such policy prior to the commencement of the hire period.
7.
 - (a) The hirer hereby acknowledges that the lessee has inspected the goods and accepts the goods as they are with all defects (if any).
 - (b) The Centre gives no warranty as to the design, condition, description, quality, merchantability or suitability of the goods.

Termination:

8.

- (a) The Centre may by notice in writing to the hirer terminate this agreement if:
 - (i) The hirer fails to pay any money payable under this agreement.
 - (ii) The hirer fails to remedy any breach of its obligations under this agreement within 7 days after written demand for remedy has been made by the Centre;
 - (iii) The hirer goes into liquidation or is wound up or dissolved or a receiver, receiver and manager, administrator, trustee, provisional liquidator or similar officer is appointed over any of its assets or the hirer enters into a scheme or arrangement, composition or compromise with or assignment for the benefit of its creditors or an inspector of all or any part of its affairs is appointed or if any steps or proceedings are taken for any of these purposes;
 - (iv) The hirer commits an act of bankruptcy, becomes bankrupt or unable to pay its debts or suspends payments of its debts within the meaning of the Bankruptcy Act 1966 of the Commonwealth;
 - (v) The hirer ceases to carry on business or disposes of any part of its Business; or
 - (vi) Execution, distress or other legal process is levied against any of the goods and assets of the hirer and such process is not satisfied within 30 days of being levied.
- (b) Termination of the agreement does not prejudice any pre-existing liability of the hirer to the Centre or the right of the Centre to receive any moneys due to the Centre from the hirer.

Action on Termination/Expiry:

9.

- (a) Upon termination or expiry of this agreement the hirer:
 - (i) must pay to the Centre all rental if any then due under the agreement, all rental that would have been payable for the period of this agreement had it terminated; and
 - (ii) Promptly return at its own expense the goods to the Centre at the address stated in Item 7 of the Schedule.

Action on non-return of the goods:

- 10. If the hirer does not return the goods in accordance with clause 8(a)(ii), the Centre may enter on the hirers premises and repossess and retake the goods.

Assignment:

- 11. The hirer must not assign or purport to assign any of the hirer's interests in this agreement without the prior written consent of the Centre.

Goods remain the property of the Centre:

12. The hirer hereby acknowledges that the goods remain at all times the property of the Centre and that the hirer has no right or option to purchase the goods and that the hirer will only be a bailee of the goods on the terms and conditions set out in this agreement.

Notices:

13. A notice to be given by a party to another party under this agreement shall:
- (a) be in writing;
 - (b) give the address of the recipient as set out in Item 8 of the Schedule or as varied by written notice;
 - (c) be left at or sent by prepaid registered post to that address; and
 - (d) be deemed to be served on the day of delivery or 3 days after the date of posting by prepaid registered post as the case may be:

Guarantee and Indemnity:

14. The guarantor unconditionally and irrevocably guarantees to the Centre the due and punctual payment of all moneys payable and all the obligations of the hirer under this agreement.

Miscellaneous:

- 15.
- (a) This agreement shall be constructed according to the laws of New South Wales. The Parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.
 - (b) If any provisions of this Agreement shall at any time be found to be or become void, voidable or unenforceable, the remaining provisions of this Agreement shall nevertheless continue to be of full force and effect.
 - (c) No addition to or variation of this Agreement shall be of any force or effect unless in writing.
 - (d) No waiver or indulgence by any party to this agreement shall be binding upon the parties unless in writing and in any event no waiver of one breach of any term or condition of this Agreement shall operate as a continuing waiver unless so expressed nor operate as waiver of another breach of the same or any other term or condition of this Agreement.
 - (e) The parties shall promptly do and perform such further acts and execute and deliver all further instruments required by law or reasonable requested by any other party, to establish, maintain and protect the respective rights and remedies of the other parties and to carry out and affect the intent and purpose of this Agreement.
 - (f) This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
 - (g) Where used in this Agreement words importing the singular shall include the plural and vice versa and any gender shall include any other gender.
 - (h) Where any party to this Agreement consists of more than one person the obligations of that party to the other party or parties shall be joint and several and service on any one of those persons shall be deemed to be service on that party.

SCHEDULE TO AGREEMENT

Item 1: Name of the Centre

Item 2: Name of the Hirer

Item 3: Name of the Guarantor

Item 4: The Commencement Date

Item 5: The Expiration Date

Item 6: Premises where goods held

Item 7: Address of the Centre

Item 8: Address for Notices:

The Centre

The Hirer

Item 9: The Goods: see Annexure "A" hereto Item 10: The Rental: \$50.00

ANNEXURE "A"

(Hire Equipment Inventory)

See Attached EMAIL

2 Weeks minimum before event date :

Please fill in Annexure A - Hire Equipment Inventory and email back to Bathurst Athletics Club [E: bathurstathletics@gmail.com](mailto:bathurstathletics@gmail.com)

24 Hours Before the date to arrange collection of equipment contact:

President:

Secretary: Belinda Ireland 0402 014 759