

Equipment Hire Terms and Conditions - SweetAz Co.

Effective date: 27 October 2025

Last updated: 27 October 2025

Important: This is the legally-binding Equipment Hire Contract between **C & K Goodwin T/A SweetAz Co. Pimp Your Party** ("**SweetAz Co.**") and the person(s) / entity named on the quotation or invoice ("**Client**"). By paying the **Deposit** and/or any part or all of the invoice the Client acknowledges they have read, understood and accept these Terms & Conditions and that payment constitutes acceptance of and forms a legally binding contract on these terms.

1. Definitions

Words defined below (**bolded**) have the following meaning wherever used in this Contract:

"Contract" — these Terms & Conditions together with any quotation, invoice, booking form, schedule or written amendment that is expressed to be supplemental to this Contract.

"SweetAz Co." — C & K Goodwin T/A SweetAz Co. Pimp Your Party.

"Client" — the person(s) or entity contracting with SweetAz Co. and any person acting with the Client's authority. Where there is more than one Client, each is jointly and severally liable. If the Client is a partnership or trustee, the partners and/or trustee are bound accordingly, and the Client's executors, administrators, successors and permitted assigns are included.

"Equipment" — all items (and any accessories) supplied by SweetAz Co. for hire, as described in the quotation, invoice or other authorising document.

"Hire Period" — the period of hire specified in the quotation/invoice. Unless otherwise stated, Hire Period is overnight (see delivery/return clauses).

"Termination Date" — the day immediately following the event (or as specified in the invoice) by which the Equipment must be returned or made available for collection.

"Site" — the address/location where Equipment is delivered, used and collected.

"Charges" — all amounts payable by the Client for hire of Equipment and any additional services, plus any applicable taxes (unless otherwise stated).

"GST" — Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999. (Note: where SweetAz Co. states it is not registered for GST, Charges exclude GST.)

"Deposit" — the non-refundable amount required to secure the booking and event date.

"Bond" — a refundable security payment held to cover loss or damage to Equipment.

2. Acceptance & Formation

2.1 The Client accepts and is immediately bound by this Contract when SweetAz Co. receives the Deposit and/or any payment of the invoice. Payment constitutes acceptance and a legally binding signature for the Contract.

2.2 If there is any inconsistency between this Contract and any prior document, these Terms shall prevail.

2.3 Any amendment to this Contract must be in writing and signed by both parties.

3. Quotations & Pricing

3.1 Unless specified, quotations are valid for **7 days** from issue. SweetAz Co. may revise pricing after that period.

3.2 SweetAz Co. is not registered for GST; pricing therefore excludes GST unless otherwise stated.

3.3 Quotations assume ground-level, easily accessible Sites and include any Bond stated. Additional Charges apply for Sites that are not ground level or not easily accessible (for example: stairs, steep slopes, lift access, rooftop locations). The Client must disclose relevant site access details when booking.

3.4 If on the day SweetAz Co. discovers undisclosed access risks and SweetAz Co. cannot safely deliver or retrieve Equipment, SweetAz Co. may cancel the Contract and the Client forfeits payments made. SweetAz Co. will use reasonable discretion to determine whether a Site is safe and accessible.

4. Payment Terms

4.1 Deposit: A Deposit equal to **20% of the total booking amount or \$100 (whichever is higher)** is payable within **24 hours** of the online booking or issue of the invoice to secure the booking. This deposit is non-refundable. If the event date is less than 7 days from booking or invoice date, full payment is required immediately.

4.2 Final / Remaining Payment: The remaining balance is due **no later than 7 calendar days prior to the Hire Period** (that is, before the Client takes possession of the Equipment). If the invoice specifies an earlier date, that date is binding. Failure to pay by the final due date may result in cancellation of the booking and release of the Equipment hold.

4.3 All payments are in Australian dollars. Accepted payment methods are set out on SweetAz Co.'s website and invoice.

4.4 Receipt of payment by SweetAz Co. is binding and is treated as an original signature for the purposes of this Contract.

5. Delivery, Pickup & Return

5.1 Delivery charges are determined by the Client's Site relative to SweetAz Co.'s head office in Redland Bay QLD 4165 and are quoted on the invoice. Standard delivery does **not** include assembly, set up or pack down unless expressly agreed and noted on the invoice.

5.2 Standard return: Equipment must be packed and available at the original drop-off Site and ready for collection by SweetAz Co. on the **Termination Date** at the agreed time. If the Client fails to have Equipment available for collection, the Client will pay the delivery Charge for re-attendance as invoiced.

5.3 Specific delivery fees (example bands listed on prior documents) are indicative only — the invoice sets the definitive delivery Charge for the Client's Site.

6. Additional Services

6.1 Assembly, setup and pack down are available at additional cost if agreed in writing before the invoice is accepted. The invoice will record these charges. SweetAz Co. must have prior notice to allocate staff.

6.2 Bar attendant services are available at additional hourly rates and are subject to RSA compliance and the Client providing consumables and any additional Equipment. SweetAz Co. staff may refuse service or request ID where lawful and will remove themselves from abusive situations; the Client is responsible for guest behaviour.

6.3 Clean-up services are available for an additional fee agreed in advance and noted on the invoice.

7. Use & Care of Equipment

7.1 The Client must:

- (a)** use Equipment carefully and only for its intended purpose;
- (b)** comply with manufacturer instructions and all applicable laws;
- (c)** not alter, modify or attach anything to Equipment except temporary attachments that cause no damage; and
- (d)** ensure Equipment is not used near open flame, submerged in water, or left exposed to wet weather unless the Equipment is specifically designed for such conditions.

7.2 The Client remains responsible for equipment security and safe operation during the Hire Period.

8. Ownership & Encumbrance

8.1 Equipment remains the property of SweetAz Co. at all times. Ownership does not pass to the Client (except where Equipment is replaced as described under Casualty/Replacement).

8.2 The Client must not pledge, mortgage or otherwise encumber the Equipment or allow any third party to take control of it.

9. Loss, Damage & Bond

9.1 Except to the extent prohibited by law, risk of loss, theft, damage or destruction of the Equipment passes to the Client from the time the Equipment is delivered (or collected) and remains with the Client until Equipment is returned to SweetAz Co.'s possession.

9.2 If Equipment is lost, irreparably damaged or stolen, the Client will pay the Casualty Value (replacement cost) and ownership will pass to the Client on payment of that amount.

9.3 For minor damage where spare parts can be fitted on site, SweetAz Co. may charge a call-out fee (example: \$50) plus the cost of replacement parts. Any such charges must be paid immediately (EFTPOS or as agreed).

9.4 The Bond (where required) is refundable subject to inspection and deduction for any loss/damage; refund timing and process are set out on the invoice and the website refund policy.

10. Warranties & Condition

10.1 SweetAz Co. warrants Equipment will be supplied in good working order and reasonable condition at delivery.

10.2 Other than the warranty in clause 10.1, all statutory guarantees that cannot be excluded by law remain in force. To the fullest extent permitted by law, other warranties (express or implied) are excluded.

11. Indemnity & Liability

11.1 The Client indemnifies SweetAz Co. and its officers, employees and agents from and against all claims, losses, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the Client's use of the Equipment, breach of this Contract or negligent acts or omissions of the Client or the Client's guests.

11.2 To the extent permitted by law, SweetAz Co. is not liable for any indirect, special or consequential loss arising out of or in connection with this Contract. Nothing in this Contract purports to exclude or limit liability which cannot lawfully be excluded.

12. Insurance & Risk Management

12.1 The Client should consider obtaining appropriate insurance to cover loss, theft or damage to Equipment while it is in the Client's care. SweetAz Co.'s insurance does not cover loss or damage due to the Client's negligence or misuse unless otherwise agreed in writing.

13. Postponement & Cancellation

13.1 If the Client cancels **more than 14 calendar days** before the Hire Period, SweetAz Co. will retain the deposit. Any other payments made will be refunded in full, in accordance with the refund policy published on the SweetAz Co. website.

13.2 If the Client cancels **14 calendar days or less** prior to the Hire Period, SweetAz Co. will retain the deposit and a cancellation fee of \$100 to cover administrative costs, logistics, and loss of income. Any remaining monies (if applicable) will be refunded in accordance with the refund policy.

13.3 If the Client postpones **more than 14 calendar days** prior to the Hire Period, SweetAz Co. will apply all monies paid to a future booking on a mutually agreeable date (subject to availability). Only one postponement per booking is permitted.

13.4 If the Client postpones **less than 14 calendar days** prior to the Hire Period, a postponement fee of \$100 may apply. Any other monies paid will be applied to a future booking on a mutually agreeable date (subject to availability). Only one postponement per booking is permitted. SweetAz Co. may, at its sole discretion, waive postponement or cancellation fees in exceptional circumstances (including severe weather or force majeure); however, such waivers are not automatic.

14. Force Majeure

14.1 Neither party is liable for failure or delay caused by events beyond its reasonable control (Acts of God, government restrictions, natural disasters, industrial disputes, terrorism, etc.). The affected party must notify the other as soon as reasonably practicable. Both parties will use reasonable endeavours to minimise the effect of such events.

15. Use of Images & Privacy

15.1 By hiring Equipment, the Client grants SweetAz Co. a non-exclusive licence to use photographs and video taken at the event for marketing on SweetAz Co.'s website and social media (Facebook, Instagram) and for advertising, unless otherwise agreed in writing. SweetAz Co. will not use images it reasonably regards as damaging or inappropriate. Photo gallery availability (for photobooth etc.) will be as stated on the invoice or website (example: 30 days) unless otherwise agreed.

16. Entire Agreement, Severability & Interpretation

16.1 This Contract (together with the invoice and any other documents expressly incorporated) constitutes the entire agreement between the parties. Prior statements or representations are not binding unless included in this Contract.

16.2 If any provision of this Contract is unenforceable under applicable law, that provision will be modified or severed to the minimum extent necessary and the remainder will continue in force. Where any inconsistency arises with Queensland law, Queensland law prevails to the extent required.

16.3 Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa.

17. Notices

17.1 Notices must be in writing and delivered to the address or email shown on the invoice. Notices are effective on receipt (or the next business day if received after business hours).

18. Governing Law & Jurisdiction

18.1 This Contract is governed by the laws of **Queensland, Australia**. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

19. Miscellaneous

19.1 Time is of the essence in this Contract.

19.2 The Contract may be executed in counterparts.

19.3 Neither party will be liable for delay or failure to perform caused by events beyond its reasonable control (see Force Majeure).

19.4 Receipt of payment constitutes acceptance and is treated as an original signature.

20. Contact / Further Information

If you require a completed copy of this Contract, clarification of any clause, or wish to opt-out of image use (subject to agreement), contact SweetAz Co. before paying the Deposit. Do not pay the Deposit until you have read and understood this Contract.