

PERTH · SOUND · LIGHTING · PRODUCTION

Enchant Entertainment

TERMS & CONDITIONS

of *Hire* & Supply of *Services*.

ENTERTAINMENT · EVENT PRODUCTION · WESTERN AUSTRALIA

Enchant Entertainment

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ACKNOWLEDGEMENT OF COUNTRY

Enchant Entertainment acknowledges the Traditional Owners and Custodians of Country throughout Western Australia, and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and to Elders past, present and emerging.

ENCHANT ENTERTAINMENT · TERMS & CONDITIONS

Contents

Part A — Introduction and Definitions 5

1. The Agreement 5

2. Definitions 6

Part B — Quotations, Bookings and Payment 8

3. Quotations 8

4. Bookings and formation of contract 9

5. Deposits and booking fees 9

6. Hire Period 10

7. Price and payment 11

8. Security bond 12

9. Variations and additional charges 12

10. Overdue accounts, interest and recovery costs 13

Part C — Delivery, Installation, Use and Return 14

11. Delivery, collection, installation and pack-down 14

12. Return, inspection and acceptance 15

13. Security and storage of Equipment 15

14. Electrical and power requirements 16

15. Care, use and operation of Equipment 16

16. Risk, damage, loss and theft ("you break it, you pay for it") 17

17. Title, ownership and security interest (PPSA) 19

18. Substitution 20

Part D — Cancellation, Liability, Insurance and Safety	21
19. Cancellation, postponement and rescheduling by the Client	21
20. Weather (outdoor events)	24
21. Limitation of liability	24
22. Indemnity	25
23. Safety	26
24. Insurance	27
Part E — General Provisions	27
25. Subcontractors and suppliers	28
26. Intellectual property, photographs and marketing	28
27. Privacy and confidentiality	28
28. Force majeure	29
29. Suspension and termination	29
30. Dispute resolution	30
31. Governing law and jurisdiction	30
32. Notices	31
33. General	31

AT A GLANCE · KEY FIGURES

The *Essentials*

A quick-reference snapshot only — the full Terms that follow govern in every case. Every figure here is set by, and explained in, the numbered clauses.

50% Deposit to confirm	15% Non-refundable booking fee	7 days Balance due before hire	20% Security bond (of value)
10% p.a. Interest on overdue	\$10M Public liability required	= Price Liability cap	WA Governing law

HOW A HIRE RUNS

The *Lifecycle*





CLAUSE

01

The Agreement

1.1 These Terms and Conditions of Hire and Supply of Services (**Terms**) govern the hire of Equipment and the supply of Services by Enchant Entertainment, ABN 55 936 767 411 (**Enchant, we, us or our**) to the person, business or entity named as the customer in the relevant Quotation, Booking Confirmation or Invoice (**you, the Client or the Hirer**).

1.2 These Terms apply to every Quotation, Booking, hire, supply, delivery, installation, operation, collection and pack-down provided by Enchant, and to every current and future Service offered by Enchant, whether or not these Terms are physically attached to a particular Quotation or Invoice.

1.3 By doing any of the following, you accept these Terms and agree to be bound by them:

- (a) signing or returning a Quotation, Booking form, Booking Confirmation or these Terms;
- (b) accepting a Quotation in writing, by email, by electronic acceptance, or through any online booking system operated by Enchant;
- (c) paying a deposit, booking fee or invoice (in whole or in part);
- (d) taking delivery or collection of any Equipment; or
- (e) allowing Enchant to commence the supply of any Service,

whichever occurs first.

1.4 These Terms prevail over any terms put forward by you, including any terms in your purchase order, supplier portal, vendor agreement, email footer or other document, unless Enchant has expressly agreed otherwise in a written document signed by Enchant and stated to override these Terms. Acceptance of a purchase order or commencement of work does not amount to acceptance of your terms.

1.5 If there is any inconsistency between these Terms and a Quotation or Booking Confirmation, the documents are to be read together where possible, and to the extent of any genuine inconsistency the order of priority is: (a) any special conditions expressly agreed in writing and signed by Enchant; then (b) the Quotation or Booking Confirmation; then (c) these Terms.

1.6 Nothing in these Terms excludes, restricts or modifies any right, guarantee, warranty or remedy that the law (including the Australian Consumer Law) confers and that cannot lawfully be excluded, restricted or modified. Where these Terms would otherwise do so, they are read down so that they apply only to the extent the law allows, and no further.

CLAUSE

02

Definitions

In these Terms, unless the context requires otherwise:

ACL | means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as applied as a law of Western Australia and of the Commonwealth.

Booking | means a reservation of Equipment, Services, staff and/or a date accepted by Enchant in accordance with clause 4.

Booking Confirmation | means the written confirmation (which may be by email or through an online system) by which Enchant accepts a Booking.

Business Day | means a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.

Client | , **Hirer**, **you** or **your** means the person or entity identified as the customer in the Quotation, Booking Confirmation or Invoice, and includes that person's employees, agents, contractors, guests and invitees.

Confidential Information | means information disclosed by one party to the other that is by its nature confidential, is designated as confidential, or that the receiving party knows or ought to know is confidential, but does not include information that is or becomes public through no breach of these Terms.

Consequential Loss | means loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data, loss arising from business interruption, and any indirect, special or consequential loss or damage, however arising.

Consumer | has the meaning given in section 3 of the ACL.

Delivery | means the delivery of Equipment by Enchant to the Site, or the making available of Equipment for collection by the Client, as the context

requires.

Dry Hire | means the hire of Equipment without Enchant staff to operate it, where the Client (or the Client's own personnel) is responsible for operation.

Equipment | means all goods, plant, equipment and items hired or supplied by Enchant, including without limitation audio and PA systems, lighting, vision and audiovisual equipment, LED screens, staging, truss, rigging, DJ equipment, generators, power distribution, special effects equipment, cabling, control equipment, accessories, flight cases and any associated items, together with any substitute or replacement items supplied under clause 18.

Force Majeure Event | has the meaning given in clause 28.

Hire Period | means the period during which the Equipment is on hire, as set out in clause 6.

Insolvency Event | means, in relation to a party, that the party becomes insolvent, is unable to pay its debts as they fall due, has a controller, administrator, liquidator, receiver or trustee in bankruptcy appointed, enters into any arrangement or composition with creditors, or has any analogous event occur to it.

Invoice | means a tax invoice or other invoice issued by Enchant to the Client.

Personnel | means, in relation to a party, that party's officers, employees, agents, contractors and subcontractors.

PPSA | means the *Personal Property Securities Act 2009* (Cth).

PPSR | means the Personal Property Securities Register established under the PPSA.

Price | means the total amount payable by the Client to Enchant for the hire of Equipment and/or supply of Services, as set out in the Quotation, Booking Confirmation or Invoice, including any agreed variations.

Quotation | means a written quotation issued by Enchant to the Client.

Replacement Value | means, for an item of Equipment, the cost of replacing it with an item of equivalent type, specification, quality and functionality, which — for specialist, professional or current-model Equipment that is not reasonably available second-hand — is the cost of a new equivalent item.

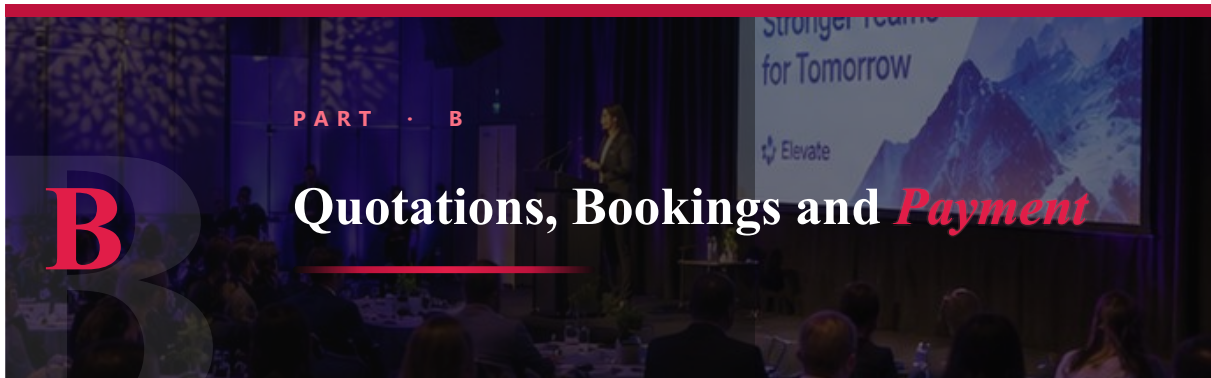
Services | means any services supplied by Enchant, including without limitation entertainment production, event production, production management, festival production, event management, technical labour, operation of Equipment (Wet Hire), Delivery, collection, installation, set-up, pack-down, rigging, and any other service offered by Enchant now or in the future.

Site | means the location(s) at which Equipment is to be delivered, installed, operated, used, stored or collected.

Enchant | , **we**, **us** or **our** means Enchant Entertainment, ABN 55 936 767 411, and its Personnel and permitted assigns.

Wet Hire | means the hire of Equipment together with one or more Enchant operators or technicians to deliver, install, operate and/or run the Equipment.

2.1 In these Terms, unless the context requires otherwise: headings are for convenience only and do not affect interpretation; the singular includes the plural and vice versa; a reference to a person includes a body corporate and an unincorporated body; a reference to legislation includes any amendment to or replacement of it; "includes" and "including" are not words of limitation; and a reference to "\$" or "dollars" is to Australian dollars.



CLAUSE

03

Quotations

3.1 A Quotation is an invitation to make a Booking and does not bind Enchant until Enchant issues a Booking Confirmation. Enchant may decline any Booking request at its discretion before issuing a Booking Confirmation.

3.2 Unless stated otherwise in the Quotation, a Quotation is valid for 30 days from its date, after which it may be withdrawn or varied by Enchant.

3.3 A Quotation is based on the information provided by the Client and on the Equipment, Services, dates, hours, Site conditions and access assumed at the time of quoting. If any of those assumptions is incorrect or changes — including the scope of work, the number of hours, the Site, access arrangements, power availability, the date, or the quantity or type of Equipment — Enchant may amend the Quotation or the Price accordingly under clause 9.

3.4 Unless expressly stated, a Quotation does not include: travel, freight or delivery beyond the area assumed; overtime or work outside the quoted hours; consumables; licences, permits or fees payable to third parties; venue or council charges; cleaning or repairs beyond fair wear; or any item not expressly listed. GST is payable in addition to the quoted amounts unless the Quotation states that amounts are GST-inclusive.

3.5 Where a Quotation is given as a "guide", "budget" or "estimate", it is indicative only and the final Price is based on the Equipment and Services actually supplied.

CLAUSE

04

Bookings and formation of contract

4.1 A Booking is made when the Client requests Equipment and/or Services for a particular date or period. A Booking is **confirmed and binding** only when **both** of the following have occurred:

- (a) Enchant has issued a Booking Confirmation; and
- (b) the Client has paid the deposit required under clause 5 (if any) by the date required.

4.2 Once a Booking is confirmed, Enchant reserves the relevant Equipment, staff, vehicles and availability exclusively for the Client for the booked date(s). The Client acknowledges and agrees that, in doing so, Enchant commits resources, declines other potential work, and is unable to re-let the reserved date, Equipment and staff at short notice.

4.3 The contract between Enchant and the Client comprises: the Booking Confirmation; the Quotation as accepted (including any agreed variations); any special conditions agreed in writing and signed by Enchant; and these Terms. Together these form the entire agreement between the parties in relation to the Booking (see clause 33).

4.4 The Client is responsible for checking that the Booking Confirmation correctly records the Equipment, Services, dates, times, Site and Price, and for notifying Enchant promptly of any error. Enchant is entitled to rely on the details in the Booking Confirmation unless notified of an error before the Hire Period commences.

4.5 If the Client enters into the contract on behalf of another person or entity (for example, as an event organiser, agent, planner or venue acting for a client), the person who makes the Booking warrants that they are authorised to bind that other person or entity and agrees to be jointly and severally liable with that other person or entity for all obligations under these Terms.

CLAUSE

05

Deposits and booking fees

5.1 Unless otherwise agreed in writing, Enchant requires a deposit of **50% of the Price** to confirm a Booking (**Deposit**). Of the Deposit, an amount equal to **15%**

of the Price is a non-refundable booking fee (**Booking Fee**) that compensates Enchant for reserving the date, Equipment and staff and for its administration in setting up the Booking; the balance of the Deposit is applied toward the Price and is refundable only to the extent provided in clause 19. The Booking is not confirmed and the date is not held until the Deposit is received.

5.2 The Booking Fee is non-refundable because it secures the exclusive reservation of the date and covers Enchant's administration and early commitment of resources. The balance of the Deposit, and the rest of the Price, are dealt with under clauses 6 and 19. If the Client is a Consumer, nothing in this clause requires the Client to forfeit more than Enchant's genuine loss, and the Client's rights under the ACL are not affected by this clause.

5.3 Enchant may require a higher deposit, a security bond, or full prepayment for: high-value Equipment; large-scale events; first-time Clients; Clients with a history of late payment; or Bookings involving significant third-party costs. Any security bond is dealt with under clause 8.



Non-refundable Refundable per clause 19
Figure — how the price splits (clause 5).

CLAUSE

06

Hire Period

6.1 The Hire Period begins at the earlier of: (a) the time the Equipment is delivered to the Site; (b) the time the Equipment is collected by or on behalf of the Client; or (c) the start time stated in the Booking Confirmation. The Hire Period ends when the Equipment has been returned to, collected by, or accepted back by Enchant **and** inspected and accepted in accordance with clause 12.

6.2 The Client must make the Equipment available for collection, and must collect or return the Equipment, at the times stated in the Booking Confirmation. Collection and return times are important to Enchant because Equipment is frequently booked for back-to-back hires.

6.3 The hire charge is calculated on the basis of the booked Hire Period regardless of whether the Client uses the Equipment for the whole of that period. No refund or reduction is given for early return or for time during which the Client chooses not to use the Equipment, except as required by law.

6.4 **Extensions.** If the Client wishes to extend the Hire Period, the Client must request the extension in writing and the extension takes effect only if Enchant

agrees in writing. Enchant may decline an extension where the Equipment is required for another Booking. An approved extension is charged at Enchant's applicable rates.

6.5 Unauthorised extensions and late return. If the Client retains the Equipment beyond the Hire Period without Enchant's written agreement, the Client must pay: (a) the applicable hire rate for each day or part-day of the overrun (or such overrun rate as Enchant specifies); plus (b) any loss, cost or liability Enchant reasonably incurs as a result, including amounts payable to other customers whose bookings are affected, to the extent those losses are recoverable at law. Continued possession after the Hire Period does not create a new or extended hire on the same terms and does not waive Enchant's rights.

CLAUSE

07

Price and payment

7.1 The Client must pay the Price, plus GST and any agreed variations, additional charges, delivery, overtime and other amounts payable under these Terms.

7.2 Unless otherwise stated in the Booking Confirmation, payment is due as follows:

- (a) the Deposit, on or before the date required to confirm the Booking;
- (b) the balance of the Price, in full no later than **7 Business Days before** the first day of the Hire Period; and
- (c) any additional charges (such as overtime, variations, damage, cleaning or late-return charges), within 7 days of the date of the relevant Invoice.

7.3 For approved account customers (where Enchant has agreed in writing to extend credit), Invoices are payable within **14 days** of the date of Invoice. Enchant may withdraw credit terms at any time at its discretion.

7.4 Time for payment is of the essence. Payment must be made in full without set-off, deduction or counterclaim, except to the extent the law entitles the Client to withhold payment.

7.5 Payment is taken to be made only when Enchant receives cleared funds. The Client bears any bank, card-processing or merchant fees that Enchant reasonably passes on, where disclosed.

7.6 Enchant may apply any payment received toward any amount owing by the Client as Enchant sees fit, regardless of any direction by the Client.

Stage	Amount	When
Deposit	50% of price (incl. 15% non-refundable booking fee)	To confirm the booking
Balance	Remaining 50% of price	≤ 7 business days before hire
Security bond	20% of replacement value	Before hire · refunded ≤ 14 days after return
Extra charges	Overtime, variations, damage, cleaning	≤ 7 days from invoice
Overdue	10% per annum, calculated daily	On any late amount

Figure — payment schedule (clause 7–10).

CLAUSE

08

Security bond

8.1 Enchant may require the Client to pay a refundable security bond (**Bond**) equal to **20% of the Replacement Value of the Equipment** (or such other amount as is specified in the Booking Confirmation) before the Hire Period commences. Enchant commonly requires a Bond for high-value Equipment, Dry Hire, large events and first-time Clients.

8.2 Enchant may apply the Bond (in whole or in part) toward any amount owing by the Client under these Terms, including the cost of repair, replacement, cleaning, late return, or any other charge or loss for which the Client is liable. Applying the Bond does not limit the Client's liability: if the relevant cost exceeds the Bond, the Client remains liable for the balance.

8.3 Enchant will refund the unused portion of the Bond within 14 days after the end of the Hire Period and after the Equipment has been inspected and accepted under clause 12, less any amount properly applied under clause 8.2.

CLAUSE

09

Variations and additional charges

9.1 Any change to the Equipment, Services, scope, dates, times, Site or other details after a Booking is confirmed is a **Variation**. A Variation takes effect only when agreed in writing (which may be by email). Enchant may adjust the Price for any Variation.

9.2 Additional charges may apply, and the Client agrees to pay them, for: additional labour; overtime and work outside quoted hours; standby time; additional Equipment; additional Delivery or freight; waiting time caused by Site

or access delays; re-scheduling; consumables; cleaning beyond fair use; and any third-party costs incurred at the Client's request or as a result of the Client's requirements.

9.3 Where work is performed outside the hours assumed in the Quotation, or extends beyond those hours due to circumstances within the Client's control (including Site access delays, late running of the Client's event, or changes to the run sheet), overtime and additional labour are charged at Enchant's applicable rates.

CLAUSE

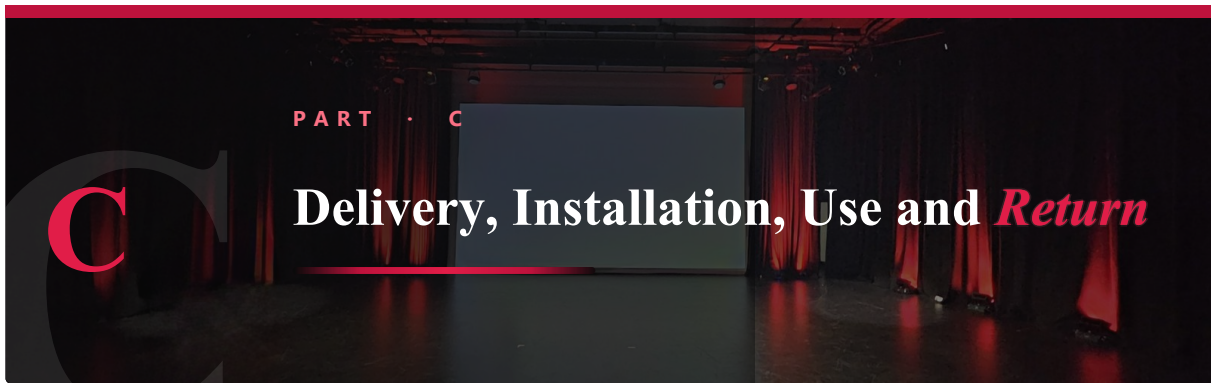
10**Overdue accounts, interest and recovery costs**

10.1 If any amount is not paid by its due date, Enchant may do any or all of the following, to the extent permitted by law:

- (a) charge interest on the overdue amount, calculated daily from the due date until payment in full, at the rate of **10% per annum**;
- (b) suspend or withhold the supply of any further Equipment or Services to the Client, and decline to deliver or release Equipment for any Booking, until all overdue amounts are paid;
- (c) cancel any unfulfilled Booking, without liability to the Client;
- (d) require the Equipment to be returned and/or repossess the Equipment in accordance with clause 17; and
- (e) recover from the Client all reasonable costs and expenses incurred in recovering the overdue amount, including debt-collection agency fees and legal costs, to the extent those costs are recoverable at law.

10.2 The Client must not withhold or set off any amount owing to Enchant on account of any alleged defect, dispute or claim, except to the extent the law entitles the Client to do so.

10.3 Interest and recovery costs under this clause are intended to compensate Enchant for the cost and inconvenience of late payment and recovery, and are not intended to operate as a penalty.



CLAUSE

11

Delivery, collection, installation and pack-down

11.1 Delivery and collection options. Equipment may be (a) delivered and collected by Enchant; or (b) collected from and returned to Enchant's premises by the Client. The applicable option is stated in the Booking Confirmation.

11.2 Client collection and return. Where the Client collects and/or returns Equipment, the Client must: use a suitable, secure and appropriately sized vehicle; properly secure, pad and restrain the Equipment for transport; and load, transport and unload it safely. The Client is responsible for the Equipment from the moment it leaves Enchant's possession until it is accepted back by Enchant under clause 12, including all transport risk.

11.3 Site access. The Client must ensure that Enchant has, at the agreed times, safe, clear, lawful and adequate access to the Site for delivery, installation, operation, collection and pack-down, including: suitable access routes, parking and loading areas; lift, ramp or level access where heavy Equipment must be moved; a clear, dry and safe working area; and any permits or permissions required for access.

11.4 Client to provide. Unless the Booking Confirmation states that Enchant will provide it, the Client must provide at the Client's cost: adequate, safe and compliant power of the correct type and capacity (see clause 14); a suitable, level and structurally adequate surface or location for the Equipment; protection of the Equipment from weather where the Equipment is not rated for the conditions; security for the Equipment (see clause 13); and any venue approvals, council permits or licences required for the event or the use of the Equipment.

11.5 Delays and standby. If Enchant's Personnel are delayed or prevented from delivering, installing, operating, collecting or packing down Equipment due to a cause within the Client's control — including unavailable or unsafe access, the Site not being ready, the Client's event running late, or incomplete or incorrect Site information — Enchant may charge for standby time, additional labour,

overtime, additional visits and any resulting costs, and is not liable for any resulting delay or loss.

11.6 **Estimated times.** Delivery, installation and completion times are estimates given in good faith and are not guaranteed. Enchant will use reasonable efforts to meet agreed times. Subject to clause 21 and the ACL, Enchant is not liable for loss caused by a failure to meet an estimated time where the failure is not due to Enchant's failure to take reasonable care.

11.7 **Installation by Enchant.** Where Enchant installs Equipment, Enchant determines the safe method of installation, rigging and placement. The Client must not interfere with, move, alter or add load to any installation (including any rigging, truss, staging or suspended Equipment) without Enchant's agreement.

CLAUSE

12

Return, inspection and acceptance

12.1 At the end of the Hire Period, the Equipment must be returned to or collected by Enchant: complete (including all cases, cables, accessories and consumables); clean and free of tape, rubbish, liquids, food and debris; and in the same condition as at the start of the Hire Period, fair wear and tear excepted.

12.2 The Hire Period does not end, and the Client remains responsible for the Equipment under clause 16, until Enchant has inspected the Equipment and accepted it back. Acceptance back does not waive any claim for damage, loss, shortage or cleaning that is not reasonably apparent on inspection at the time of return.

12.3 If the Equipment is returned dirty, incomplete, damaged or late, Enchant may charge the Client for cleaning, replacement of missing items, repair or replacement, and additional hire, in accordance with clauses 9, 15 and 16.

12.4 Enchant will notify the Client of any damage, loss, shortage or cleaning charge identified on inspection within a reasonable time after the Equipment is returned, and will, on request, provide reasonable particulars and evidence of the relevant cost.

CLAUSE

13

Security and storage of Equipment

13.1 While the Equipment is in the Client's possession or control, the Client must keep it secure and protect it against theft, loss and damage, including by: not leaving Equipment unattended in an unsecured area; securing Equipment overnight and when not in use; and following any specific security requirements

notified by Enchant.

13.2 The Client must store the Equipment in a clean, dry, secure location appropriate to the nature of the Equipment, and must protect it from weather, moisture, heat, dust and other conditions that may cause damage, unless the Equipment is expressly rated and supplied for those conditions.

13.3 The Client must not remove the Equipment from the Site stated in the Booking Confirmation, or relocate it to any other location, without Enchant's prior written consent.

CLAUSE**14****Electrical and power requirements**

14.1 The Client is responsible for ensuring that the power supply at the Site is adequate, safe, compliant and of the correct type, voltage, phase and capacity for the Equipment, and for the cost of any generator, distribution or electrical work required, unless Enchant has agreed in writing to provide it.

14.2 Where the Client provides power, the Client must ensure that the supply and any of the Client's own electrical equipment, leads and outlets comply with all applicable laws and Australian Standards, including requirements for residual current devices (RCDs) and the testing and tagging of electrical equipment, where those requirements apply.

14.3 The Client must not overload circuits, alter, bypass or interfere with any electrical protection, or connect the Equipment to a supply that is unsafe or unsuitable. Enchant is not liable for damage to Equipment or loss caused by an inadequate, unstable, unsafe or non-compliant power supply provided by or on behalf of the Client, except to the extent caused by Enchant's failure to take reasonable care.

CLAUSE**15****Care, use and operation of Equipment**

15.1 The Client must use the Equipment: only for its intended purpose; in a careful, proper and safe manner; in accordance with any operating instructions, manuals, manufacturer's specifications and directions given by Enchant; and in compliance with all applicable laws, regulations and Australian Standards.

15.2 The Client must not, without Enchant's prior written consent: sub-hire, lend, sell, dispose of, or part with possession of the Equipment; allow any person other than the Client and its authorised personnel to use the Equipment; or hold the Equipment out as the Client's own.

15.3 The Client must not, and must not permit any person to: modify, alter, repair, dismantle, service, paint, mark, or tamper with the Equipment; remove or deface any label, serial number, identification, or ownership marking; or open, repair or interfere with the internal components of any Equipment.

15.4 **Dry Hire — competent operation.** On a Dry Hire, the Client is solely responsible for the safe and competent operation of the Equipment. The Client warrants that any person who operates the Equipment is suitably trained, competent and (where required) licensed or qualified to do so. The Client must not allow the Equipment to be operated by any person who is not competent to operate it, or who is affected by alcohol or drugs.

15.5 **Prohibited and high-risk uses.** The Client must not use the Equipment: in a manner that exceeds its rated capacity or specifications; in adverse weather (including wind, rain, lightning or extreme heat) where the Equipment is not rated for those conditions; in, on or near water (including pools, the ocean, beaches, rivers and wet areas) where the Equipment is not rated for those conditions; outdoors where the Equipment is not rated for outdoor use; in any unlawful manner; or in any way that creates an unreasonable risk of injury, loss or damage.

15.6 The Client must immediately stop using any Equipment that is or becomes damaged, faulty, unsafe or not working correctly, must take reasonable steps to protect it from further damage, and must notify Enchant as soon as practicable. The Client must not attempt to repair the Equipment.

15.7 The Client must notify Enchant as soon as practicable of any fault, damage, loss, theft, accident, injury or incident involving the Equipment, and (in the case of theft or malicious damage) must report it to the police and provide Enchant with the police report or reference number.

CLAUSE

16

Risk, damage, loss and theft ("you break it, you pay for it")

16.1 **When risk passes.** Risk in the Equipment passes to the Client at the start of the Hire Period (on Delivery or collection, whichever is first) and remains with the Client until the Equipment is returned to, collected by, and accepted back by Enchant under clause 12. Throughout that period the Client has full care, custody, control and responsibility for the Equipment.

16.2 **The Client's responsibility for loss and damage.** During the period in clause 16.1, the Client is responsible for, and must make good to Enchant, any loss of or damage to the Equipment, **however it is caused, whether or not the Client is at fault**, including loss or damage caused by or arising from: theft; burglary; accidental damage; misuse; malicious damage; vandalism; fire; flood; storm; lightning; electrical fault, spike or surge; water, liquid or moisture;

transport or handling while the Equipment is under the Client's control; the weather or the elements; and the acts or omissions of the Client's guests, attendees, contractors, invitees or any other third party (other than Enchant's own Personnel). The Client assumes this responsibility because the Equipment is in the Client's exclusive possession and control during the Hire Period and Enchant has no ability to protect it during that time.

16.3 "You break it, you pay for it." Without limiting clause 16.2, if any Equipment is broken, cracked, bent, scratched, dented, chipped, burnt, stained, marked, painted, modified, tampered with, dismantled, water-damaged, lost, stolen or destroyed during the period in clause 16.1, the Client must pay Enchant the amount required to put Enchant back in the position it would have been in had the loss or damage not occurred, namely:

- (a) where the Equipment can reasonably and economically be repaired — the full cost of repair, restoration, parts, service, testing, re-certification and re-programming; or
- (b) where the Equipment cannot reasonably or economically be repaired, or is lost, stolen or destroyed — the full Replacement Value of the item;

together with, in each case and to the extent applicable: freight, shipping and handling; labour and technician time; testing, tagging, certification and safety-compliance costs; programming, configuration and data-restoration costs; cleaning and decontamination; the cost of hiring in substitute equipment to honour Enchant's other commitments; loss of hire income while the Equipment is unavailable (clause 16.4); any applicable insurance excess; and any other direct loss Enchant reasonably and actually incurs as a result.

16.4 Loss of hire income (loss of use). Damaged, lost, stolen or destroyed Equipment cannot earn hire income while it is being repaired or replaced. The Client agrees to pay Enchant's lost hire income for the period during which the affected Equipment is unavailable, calculated at Enchant's standard hire rate for that Equipment, for the period reasonably required to repair or replace it. Enchant will take reasonable steps to keep that period as short as reasonably practicable, and this charge applies only for the genuine repair or replacement period and not beyond.

16.5 Replacement is genuine compensation, not a windfall. A charge for Replacement Value reflects the genuine cost to Enchant of restoring its hire fleet, because professional event Equipment of equivalent specification is generally not available second-hand and must be replaced new to keep earning income. Where Enchant charges and is paid the full Replacement Value of an item that is beyond economical repair, lost beyond recovery or destroyed, the damaged or written-off item (if recovered) becomes the property of the Client, so that the Client receives the salvage value of what it has paid for.

16.6 Reasonableness, evidence and good faith. Every amount Enchant claims under this clause must be reasonable and must reflect Enchant's actual loss or

cost. On request, Enchant will provide the Client with reasonable supporting evidence (such as a repair quote or invoice, a replacement invoice or current pricing, or a technician's report). Enchant will act reasonably and in good faith in assessing and mitigating loss, and will not recover the same loss twice (for example, as between repair cost and loss of use).

16.7 What the Client is not responsible for. The Client is **not** responsible under this clause to the extent that the loss or damage is caused by: (a) the negligence or wilful misconduct of Enchant or its Personnel; (b) fair wear and tear consistent with proper use; or (c) a latent defect or pre-existing fault in the Equipment that was not caused or worsened by the Client. Nothing in this clause requires a Consumer to pay any amount that the law does not permit Enchant to recover, and this clause operates only to the extent permitted by the ACL and the unfair-contract-terms law.

16.8 Enchant controls repair and replacement. So that the integrity, safety and warranty of its hire fleet are maintained, Enchant is entitled to control the repair and replacement of its Equipment. The Client must not arrange its own repair of, or source its own replacement for, the Equipment without Enchant's written agreement.



Figure — who bears the risk, and when (clause 16).

Events you are responsible for	Costs you must cover
Theft · accidental · malicious · vandalism	Repair, or full replacement value
Fire · flood · storm · lightning	Freight, labour & technician time
Electrical · water · moisture	Testing, certification & programming
Transport while in your control	Cleaning & decontamination
Acts of guests, contractors, third parties	Loss of hire income + any insurance excess

Figure — risk & damage responsibility (clause 16).

CLAUSE

17

Title, ownership and security interest (PPSA)

17.1 Title. The Equipment at all times remains the sole and absolute property of Enchant. The Client obtains only the right to possess and use the Equipment for

the Hire Period on these Terms. The Client obtains no ownership of, or proprietary interest in, the Equipment, and must not represent otherwise.

17.2 No dealings. The Client must not sell, charge, mortgage, pledge, sub-hire, assign, or otherwise deal with or create any interest in the Equipment, and must not allow any lien, charge or encumbrance to attach to it. The Client must keep the Equipment free of any interest claimed by a third party (including a landlord, venue or financier) and must notify Enchant immediately if any third party seeks to seize, levy, distrain upon, or claim an interest in the Equipment.

17.3 Security interest. The Client acknowledges that these Terms constitute a security agreement for the purposes of the PPSA and that, in respect of hires that are PPS leases or that otherwise give rise to a security interest, Enchant has a security interest in the Equipment (and its proceeds) to secure the Client's obligations. The Client agrees that Enchant may register its security interest on the PPSR and consents to that registration.

17.4 Client's PPSA obligations. The Client must do anything reasonably required by Enchant (including providing information and signing documents) to enable Enchant to register, maintain, perfect and enforce its security interest, and to ensure that it has a perfected security interest with the priority Enchant requires. The Client must not change its name, ABN or other registration details without notifying Enchant in advance.

17.5 Contracting out and waivers. To the maximum extent permitted by the PPSA, the Client and Enchant agree to contract out of, and the Client waives its rights under, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA, and the Client waives any right to receive any notice or statement that would otherwise be required under the PPSA, to the extent permitted. The parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA, except as required by law.

17.6 Repossession. If the Client fails to return the Equipment when required, fails to pay any amount when due, breaches these Terms, or suffers an Insolvency Event, Enchant may (in addition to its other rights) enter any premises where the Equipment is reasonably believed to be — using reasonable means and at reasonable times — to inspect, recover and remove the Equipment, and the Client irrevocably licenses Enchant and its Personnel to do so. Enchant is not liable for any reasonable damage caused in the course of lawful repossession, except to the extent caused by its negligence and except as the ACL requires.

CLAUSE

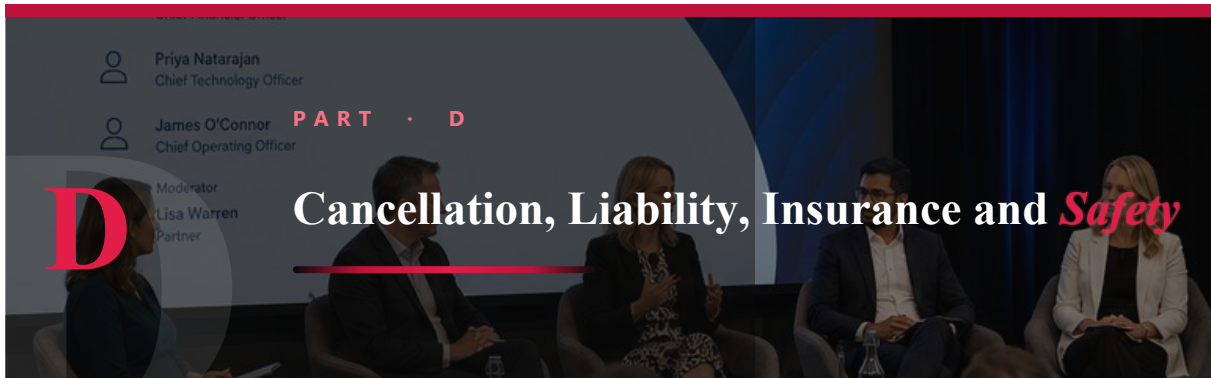
18

Substitution

18.1 Enchant may supply Equipment that differs from the specific items quoted or booked, provided the substitute Equipment is of equivalent or better type,

quality and functionality and is reasonably suitable for the Client's stated purpose. Enchant will use reasonable efforts to notify the Client in advance where a material substitution is required.

18.2 A substitution made in accordance with clause 18.1 does not entitle the Client to cancel the Booking or to a reduction in the Price, and Enchant is not liable for any loss arising from such a substitution, except to the extent caused by Enchant's failure to take reasonable care or as required by the ACL.



CLAUSE

19

Cancellation, postponement and rescheduling by the Client

19.1 **Exclusive reservation.** The Client acknowledges that, once a Booking is confirmed, Enchant reserves the relevant Equipment, staff, vehicles and availability exclusively for the Client, declines other work for that date, and commits to costs and arrangements (including its own labour, sub-hired equipment, subcontractors, freight and consumables) in reliance on the Booking proceeding. The closer a cancellation falls to the Hire Period, the less able Enchant is to re-let those resources or recover those commitments.

19.2 **Notice of cancellation.** The Client may cancel a Booking only by written notice to Enchant. Cancellation takes effect on the day Enchant actually receives the written notice. Failure to take delivery, failure to proceed, or failure to attend on the day (a "no-show") is treated as a cancellation taking effect on the first day of the Hire Period.

19.3 **Cancellation charge — business Clients.** Where the Client is not a Consumer, on cancellation the Client must pay Enchant a cancellation charge calculated by reference to the number of clear days between the day Enchant receives the cancellation and the first day of the Hire Period, as follows:

- (a) **60 or more days before:** the Booking Fee, plus any committed costs under clause 19.5;

- (b) **30 to 59 days before:** the greater of (i) **50% of the Price** or (ii) the amount in paragraph (a);
- (c) **15 to 29 days before:** the greater of (i) **75% of the Price** or (ii) the amount in paragraph (a);
- (d) **14 days or fewer before (including within 48 hours), and any no-show: 100% of the Price.**

19.4 **Cancellation charge — Consumer Clients.** Where the Client is a Consumer, on cancellation the Client must pay Enchant a cancellation charge calculated by reference to the number of clear days between the day Enchant receives the cancellation and the first day of the Hire Period, as follows, and Enchant will refund the balance of any amounts already paid:

- (a) **60 or more days before:** the Booking Fee, plus any committed costs under clause 19.5;
- (b) **30 to 59 days before:** the greater of (i) **25% of the Price** or (ii) the amount in paragraph (a);
- (c) **8 to 29 days before:** the greater of (i) **50% of the Price** or (ii) the amount in paragraph (a);
- (d) **3 to 7 days before:** the greater of (i) **90% of the Price** or (ii) the amount in paragraph (a); and
- (e) **48 hours or fewer before the Hire Period, and any no-show: 100% of the Price.**

19.5 **Committed third-party costs.** In each case under clauses 19.3 and 19.4, the Client must also pay, in addition, any third-party or committed costs that Enchant has reasonably and unavoidably incurred for the Booking and cannot recover (for example, non-refundable sub-hire, freight, consumables or subcontractor charges), to the extent those costs are not already covered by the percentage charged.

19.6 **Mitigation and re-let credit.** Enchant will take reasonable steps to re-let the reserved date, Equipment and staff to other work. If Enchant succeeds in re-letting the reserved resources for the cancelled period, Enchant will credit the Client with the net amount Enchant actually receives for that re-letting (after deducting the costs of obtaining it and any reduction in price), up to the amount of the cancellation charge paid by the Client for those resources. Enchant is not required to give the cancelled Booking priority over new enquiries, to discount its rates, or to re-let resources it could have hired out in any event. This clause ensures the Client ultimately bears only Enchant's genuine net loss.

19.7 **Genuine pre-estimate of loss, not a penalty.** The parties agree that the cancellation charges in clauses 19.3 and 19.4, read together with the re-let credit in clause 19.6, are a genuine pre-estimate — made at the time of entering into the contract — of the loss Enchant is likely to suffer from a cancellation, including reserved and unrecoverable Equipment and staff, lost opportunity to

re-let the date and resources, committed third-party costs, and administration. These losses are real, are caused by the cancellation, and are difficult to calculate precisely at the time of cancellation, which is why they are agreed in advance. The charges are intended to compensate Enchant for its actual loss and are not intended to operate as a penalty or to deter the Client from cancelling.

19.8 Postponement and rescheduling. A request to postpone or reschedule is treated as a cancellation of the original Booking unless Enchant agrees in writing to reschedule. Enchant may agree to reschedule, subject to availability, in which case Enchant may apply amounts already paid toward the rescheduled Booking, charge a reasonable rescheduling fee to cover its administration and any lost or committed costs, and adjust the Price to reflect the new date and any changed costs. If a rescheduled Booking is later cancelled, clauses 19.3 to 19.5 apply by reference to the rescheduled date and the total amounts paid.

19.9 Fair-trading compliance. The cancellation charges apply only to the extent they are not an unlawful penalty and not an unfair contract term, and Enchant will not retain or recover more than its genuine loss. Where the law limits what Enchant may retain or recover, Enchant will retain or recover only that amount. This clause does not limit any non-excludable right of the Client under the ACL.

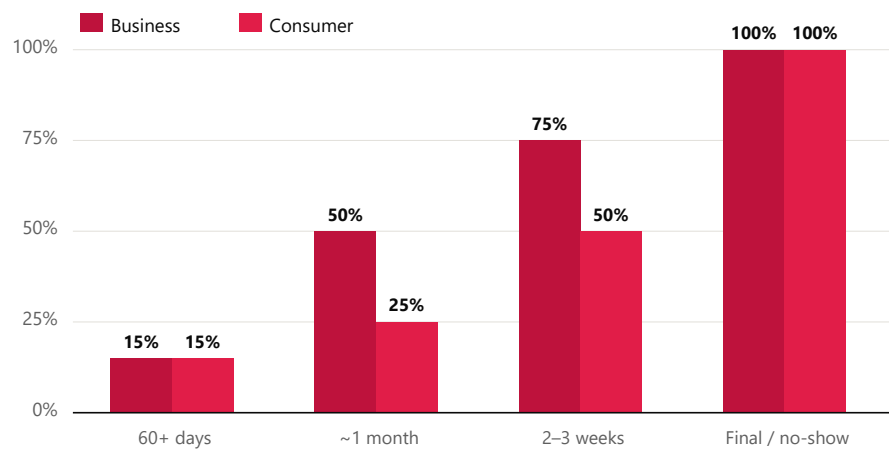


Figure — cancellation charge as the event approaches (clause 19).

When you cancel	Business	Consumer
60+ days before	Booking fee + costs	Booking fee + costs
About a month before	50%	25%
2-4 weeks before	75%	50%
Final week (3-7 days)	100%	90%
48 hours before / no-show	100%	100%

At-a-glance summary — clause 19 sets the exact bands.

CLAUSE

20

Weather (outdoor events)

20.1 The Client acknowledges that Enchant's services and Equipment are frequently used outdoors and that weather is outside the control of both parties.

20.2 The Client is responsible for assessing the suitability of the Site and weather for the event, for providing suitable weather protection (such as cover, marquees or a wet-weather contingency), and for deciding whether to proceed in marginal conditions, subject to Enchant's right under clause 23 to cease or refuse use of Equipment on safety grounds.

20.3 Adverse weather does not of itself entitle the Client to cancel without the cancellation charges in clause 19 applying, unless: (a) Enchant is unable to supply the Equipment or Services due to a Force Majeure Event under clause 28; or (b) Enchant, acting reasonably on safety grounds, determines that the Equipment cannot be used safely. In those cases the parties will deal with the situation under clauses 28 and 23 respectively.

CLAUSE

21

Limitation of liability

21.1 **Consumer guarantees preserved.** Nothing in these Terms excludes, restricts or modifies any guarantee, right, warranty or remedy that the ACL or any other law confers on the Client and that cannot lawfully be excluded, restricted or modified (a **Non-excludable Right**). This clause prevails over any other provision of these Terms.

21.2 **Limitation where the law allows.** To the maximum extent permitted by law, and subject to clause 21.1:

- (a) Enchant's liability for failure to comply with a guarantee under the ACL (other than a guarantee that cannot be limited) is limited, at Enchant's option, to: in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or payment of the cost of doing so; and in the case of services, the resupply of the services or payment of the cost of resupply;
- (b) Enchant is not liable to the Client for any Consequential Loss, however arising, whether in contract, tort (including negligence), under statute or otherwise; and
- (c) Enchant's total aggregate liability to the Client arising out of or in connection with the Booking, the Equipment and the Services, however

arising, is limited to the total Price paid by the Client for the relevant Booking.

21.3 Matters outside Enchant's control. Subject to clauses 21.1 and the ACL, Enchant is not liable for loss or damage to the extent caused by: the Client's breach of these Terms; the Client's negligence, misuse or incorrect operation of Equipment; the Client's instructions, designs or specifications; Site conditions, access or power supplied by or on behalf of the Client; weather; a Force Majeure Event; power outages or fluctuations not caused by Enchant; failure of the internet, telecommunications or third-party networks; the acts or omissions of third parties (including the Client's other suppliers, the venue, contractors and guests); or supplier delays outside Enchant's control.

21.4 Equipment failure. Equipment is mechanical and electronic and may fail. Subject to clauses 21.1 and the ACL, where Equipment fails during the Hire Period, Enchant's responsibility is limited to using reasonable efforts to repair or replace the affected Equipment within a reasonable time where it is practicable to do so, or to a refund or reduction of the hire charge for the affected Equipment for the period it was unavailable. Enchant is not liable for Consequential Loss arising from Equipment failure, to the extent the law allows.

21.5 Allocation of risk. The Client acknowledges that the Price reflects the allocation of risk in these Terms, including the limitations in this clause, and that Enchant would charge materially more if it bore the risks excluded or limited here.

CLAUSE

22

Indemnity

22.1 To the maximum extent permitted by law, the Client indemnifies Enchant and its Personnel against all liability, loss, damage, cost and expense (including reasonable legal costs) that Enchant or its Personnel suffer or incur arising out of or in connection with:

- (a) the Client's breach of these Terms;
- (b) the negligent, wrongful or unlawful act or omission of the Client or its Personnel, guests, contractors or invitees;
- (c) the use, misuse, operation, possession, storage or transport of the Equipment while it is in the Client's possession or control;
- (d) any claim by a third party (including a guest, attendee, contractor or member of the public) arising from the Client's event or the Client's use of the Equipment or Services; and
- (e) any damage to property or injury to or death of any person to the extent caused or contributed to by the Client or those for whom the Client is

responsible.

22.2 The Client's liability under this indemnity is reduced proportionally to the extent that the relevant liability, loss, damage, cost or expense is caused or contributed to by the negligence or wilful misconduct of Enchant or its Personnel. The indemnity does not extend to any liability that the Client is entitled to have limited or excluded under the ACL or that cannot lawfully be the subject of an indemnity.

CLAUSE

23

Safety

23.1 The Client must, at all times and at the Client's cost: operate and permit the use of the Equipment safely; comply with all applicable laws, regulations, codes and Australian Standards, including work health and safety and electrical safety laws; comply with the manufacturer's instructions and any directions from Enchant; ensure that only competent (and, where required, licensed or qualified) persons operate the Equipment; and cease using any Equipment that is or becomes unsafe.

23.2 The Client must provide and maintain a safe Site and safe access for Enchant's Personnel, including a safe place and system of work, safe access and egress, adequate lighting, and freedom from hazards. The Client must notify Enchant of any known hazards at the Site before Enchant's Personnel attend.

23.3 **Wet Hire and installation.** Where Enchant supplies operators, technical labour, installation or rigging (Wet Hire), each party retains the safety duties imposed on it by law, and those duties cannot be contracted out of. Where the Client controls the Site or the event, the Client has duties as a person conducting a business or undertaking and/or as the person with management or control of the workplace, and must consult, co-operate and co-ordinate with Enchant on health and safety so far as is reasonably practicable. Enchant's Personnel may stop work or refuse to operate or allow the use of Equipment where they reasonably consider it unsafe, without liability to the Client.

23.4 **Electrical safety.** The Client must comply with clause 14 and with all electrical safety requirements applicable at the Site, including, where applicable, the use of RCDs and the testing and tagging of electrical equipment. The Client must not interfere with the maintenance of Enchant's Equipment or with any safety device.

23.5 **Special effects and high-risk Equipment.** Where the Equipment includes special effects (such as haze, smoke, fog, pyrotechnic-style effects, lasers, or CO₂ effects), the Client must ensure that its use complies with all applicable laws, venue rules, fire-safety requirements and any permits, and that detectors, alarms and ventilation are appropriately managed. The Client is responsible for any

false-alarm, call-out, evacuation or fire-service charge arising from the Client's event, except to the extent caused by Enchant's negligence.

CLAUSE

24

Insurance

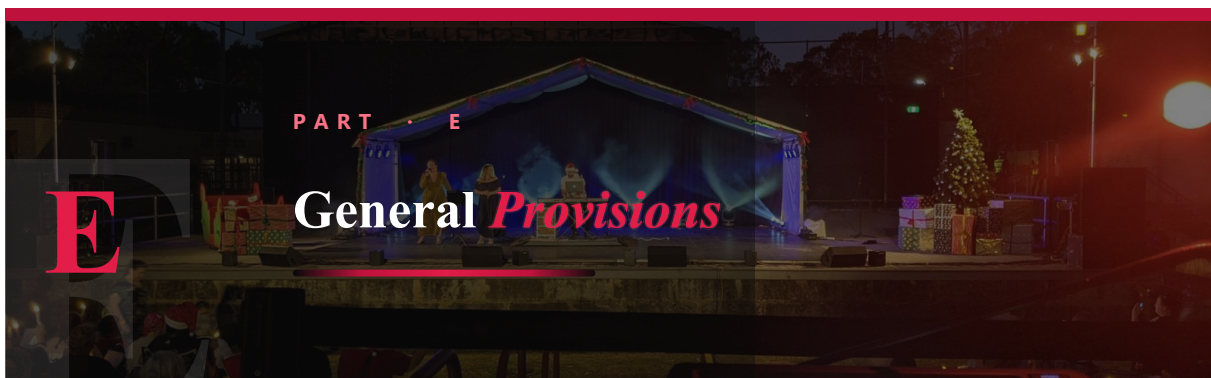
24.1 Enchant maintains its own insurances as it considers appropriate for its business. Except as required by the ACL or expressly stated in writing, Enchant's insurance does not cover the Client, the Client's event, the Client's property, or the Equipment while it is in the Client's possession or control, and the Client must not assume that it does.

24.2 The Client must, where appropriate to the nature and value of the hire:

- (a) insure the Equipment for its full Replacement Value against loss and damage for the duration of the Hire Period, noting Enchant's interest as owner, and provide evidence of that insurance on request; and/or
- (b) for commercial events, or where required by Enchant, the venue or law, hold and maintain public liability insurance of not less than **\$10 million**, and provide a certificate of currency on request.

24.3 The existence of any insurance (whether the Client's or Enchant's) does not limit or reduce the Client's liability under these Terms. The Client remains responsible for any insurance excess and for any loss not covered or not paid by an insurer.

24.4 The Client must not do anything that may prejudice any insurance relevant to the Equipment, must comply with all relevant policy conditions of which it is aware, and must co-operate with any claim.



CLAUSE

25

Subcontractors and suppliers

25.1 Enchant may engage subcontractors, suppliers, additional crew, or hire-in Equipment from third parties to fulfil a Booking. Enchant remains responsible to the Client for the Services it has agreed to supply, subject to these Terms.

25.2 Where Equipment is hired-in from a third party to fulfil the Client's Booking, additional or different terms required by that third-party supplier may apply to that Equipment, and Enchant will notify the Client of any such terms that materially affect the Client.

CLAUSE

26

Intellectual property, photographs and marketing

26.1 All intellectual property in Enchant's quotations, designs, plans, system configurations, drawings, methods, documentation and materials remains the property of Enchant. The Client is granted a non-exclusive licence to use those materials only for the purposes of the Booking.

26.2 Enchant may take photographs, video and other recordings of its Equipment, installations and work at the Client's event, and may use them for Enchant's marketing, portfolio, website and social media, provided that Enchant will not, without the Client's consent, use any material that identifies the Client or any individual guest, or that discloses Confidential Information. The Client may opt out of this clause by written notice before the event, in which case Enchant will not use identifiable material from that event.

26.3 The Client warrants that it has obtained all necessary rights, licences and permissions for any content, music, film or material that the Client provides or requires Enchant to display or play, and indemnifies Enchant under clause 22 in respect of any third-party claim arising from that content, including any claim for copyright or licensing fees (such as APRA AMCOS or film licensing). Enchant is not responsible for obtaining performance, music or film licences unless expressly agreed in writing.

CLAUSE

27

Privacy and confidentiality

27.1 **Privacy.** Enchant collects and handles the Client's personal information (such as name, contact details and payment information) for the purpose of providing quotes, processing Bookings, supplying Equipment and Services, and managing the account and its legal obligations. Enchant handles personal information consistently with applicable Australian privacy law and will not sell personal information. The Client may contact Enchant using the details above to access or correct their personal information.

27.2 **Confidentiality.** Each party must keep the other's Confidential Information confidential and use it only for the purposes of the Booking, except where disclosure is required by law or to a party's professional advisers or insurers. This clause survives the end of the Booking.

CLAUSE

28

Force majeure

28.1 A **Force Majeure Event** is an event or circumstance beyond the reasonable control of a party that prevents or materially delays that party from performing its obligations, including: act of God; severe or extreme weather, storm, flood, fire, lightning, or cyclone; natural disaster; epidemic or pandemic, and any associated public-health direction, restriction or lockdown; government act, law, order or restriction; declared emergency; war, terrorism or civil unrest; strike or labour dispute (other than involving that party's own workforce); failure of public utilities or telecommunications; and road or transport closure.

28.2 If a party is prevented or delayed by a Force Majeure Event, its affected obligations are suspended for the duration of the event, and that party is not in breach or liable for the delay or failure, provided it notifies the other party as soon as practicable and uses reasonable efforts to mitigate.

28.3 If a Force Majeure Event prevents the Booking from proceeding, the parties will first seek to reschedule under clause 19.8. If rescheduling is not possible within a reasonable time, either party may terminate the affected Booking. On such termination, Enchant will refund amounts paid less any costs and losses Enchant has reasonably and unavoidably incurred or committed to and cannot recover. This clause does not limit any non-excludable right of the Client under the ACL.

CLAUSE

29

Suspension and termination

29.1 Enchant may suspend or terminate any Booking, and withhold or recover Equipment, by written notice, if the Client: fails to pay any amount when due;

breaches these Terms and (where the breach can be remedied) does not remedy it within a reasonable time of being asked; suffers an Insolvency Event; or does or threatens anything that puts the Equipment, any person, or Enchant's lawful interests at serious risk.

29.2 On termination, all amounts owing become immediately due, the Client must return or make available the Equipment for collection immediately, and Enchant may exercise its rights under clauses 10, 16, 17 and 22. Termination does not affect any right or remedy that has already accrued.

29.3 Clauses that by their nature are intended to survive termination (including those concerning payment, damage and loss, title and PPSA, liability, indemnity, insurance, privacy, confidentiality and dispute resolution) survive the termination or expiry of the Booking.

CLAUSE

30

Dispute resolution

30.1 If a dispute arises, the party raising it must notify the other in writing with reasonable particulars, and the parties must first attempt to resolve it in good faith through discussion between persons with authority to settle it.

30.2 If the dispute is not resolved within 14 days of the notice, the parties must, before commencing court proceedings (other than for urgent interlocutory relief or to recover an undisputed debt), attempt to resolve it by mediation conducted by a mediator agreed by the parties or, failing agreement, appointed by the President of the Law Society of Western Australia, with the parties sharing the mediator's costs equally.

30.3 Nothing in this clause prevents Enchant from taking action to recover an overdue and undisputed debt, to recover the Equipment, or to seek urgent relief. This clause does not limit any right of a Consumer to pursue a remedy through a tribunal, ombudsman or consumer-protection body.

CLAUSE

31

Governing law and jurisdiction

31.1 These Terms and each Booking are governed by the laws of Western Australia and the Commonwealth of Australia as applicable. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts competent to hear appeals from them.

CLAUSE

32

Notices

32.1 A notice under these Terms must be in writing and given to a party at the address, email or other contact details last notified by that party (for Enchant, the contact details at the head of this document). A notice is taken to be received: if delivered by hand, on delivery; if sent by post, on the third Business Day after posting; and if sent by email, at the time of sending, provided no automated delivery-failure message is received.

CLAUSE

33

General

33.1 **Entire agreement.** These Terms, together with the Quotation, Booking Confirmation and any special conditions signed by Enchant, constitute the entire agreement between the parties about its subject matter and supersede all prior representations, understandings and agreements. The Client acknowledges that it has not relied on any representation not set out in writing in these documents, except for any representation that cannot lawfully be excluded.

33.2 **Variation of these Terms.** Enchant may amend these Terms from time to time. The Terms that apply to a Booking are those in force when the Booking is confirmed. No variation of a confirmed Booking is effective unless agreed in writing under clause 9.

33.3 **Severability.** If any provision of these Terms is or becomes invalid, void or unenforceable, it is to be read down to the extent necessary to make it valid and enforceable, or, if it cannot be read down, severed, without affecting the validity of the remaining provisions.

33.4 **Waiver.** A right under these Terms is only waived by written notice signed by the party waiving it. A failure or delay by a party to exercise a right does not operate as a waiver, and a single or partial exercise does not prevent further exercise of that or any other right.

33.5 **Assignment.** The Client must not assign or transfer any of its rights or obligations under a Booking without Enchant's prior written consent. Enchant may assign, novate or subcontract its rights or obligations, provided the Client's rights are not materially prejudiced.

33.6 **Electronic acceptance and signatures.** These Terms may be accepted, and a Booking entered into, electronically (including by email confirmation, online acceptance, electronic signature, or by paying a Deposit or Invoice). The parties

agree that electronic acceptance is binding and has the same effect as a handwritten signature.

33.7 **Relationship.** Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between the parties. Neither party may bind the other except as expressly provided.

33.8 **Joint and several liability.** Where the Client comprises more than one person, each is jointly and severally liable for the Client's obligations.

33.9 **GST.** Unless otherwise stated, amounts are exclusive of GST. If GST is payable on a supply, the Client must pay the GST in addition, on receipt of a valid tax invoice.

33.10 **Counterparts.** These Terms (and any acceptance) may be accepted in counterparts, each of which is an original and all of which together form one document.

Acknowledgement

By confirming a Booking, paying a Deposit or Invoice, or taking possession of Equipment, the Client acknowledges that it has read, understood and agrees to be bound by these Terms.

Enchant Entertainment — ABN 55 936 767 411 · Kwinana, Western Australia 0494 729 808 ·
info@enchantent.com.au · enchantent.com.au

EXECUTION · SIGN & RETURN

Acceptance of *Terms*

By signing below, or by confirming a Booking, paying a Deposit or Invoice, or taking possession of Equipment, the Client accepts and agrees to be bound by these Terms and Conditions of Hire and Supply of Services.

THE CLIENT

Name

Signature

Position / Company (if applicable)

Date

FOR ENCHANT ENTERTAINMENT

Name

Signature

Position

Date