



THE MOST REALISTIC FLAMELESS  
WAX CANDLES IN THE WORLD

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## TERMS & CONDITIONS (HIRE)

### 1. DEFINITIONS

"Goods" means the items Hired out by the Owner to the Hirer. "Hirer" means any person who requests the Owner to Hire Goods to it, including its employees and agents. "Owner" means XtraCorp Pty Ltd trading as Enjoy Lighting ABN 26 399 700 712, its employees and agents. "Terms" means these terms and conditions.

Definition of a Flameless Candle	
One (1) Enjoy® Flameless Wax Candle	Two (2) Pieces of Polystyrene Packaging
One (1) Battery Compartment Door	One (1) Individual Candle Box (white)
Four (4) x AA Energizer Batteries	Inner Carton (brown, holds either 2 or 4 individual Candle Boxes)
One (1) Sheet of Tissue Paper (to wrap candle)	Outer Carton (brown, holds either 2, 6 or 8 Inner Cartons)

### 2. TERMS OF PAYMENT

The Hirer agrees to pay the Owner's Hire charge and any other charges, including charges for loss, damage and repairs or any tax, GST or other expenses paid or payable by the Owner. If not otherwise specified by the owner in writing all hiring charges including taxes are to be paid prior to delivery of the Goods. The Hirer agrees to provide the Owner with the Hirer's credit card number, expiry date and any other information which may be necessary to debit the Hirer's credit card prior to delivery of the Goods. Subsequent charges for loss, damage, repairs or other expenses are to be paid within seven days of the relevant invoice. The Hirer hereby authorises the Owner to debit the Hirer's credit card with the amount shown on the relevant invoice if the Hirer has not paid that amount within seven days of the date of the relevant invoice. The Hirer agrees to pay any expenses incurred or loss suffered by the Owner as a result of breach by the Hirer of its obligations pursuant to these Terms (including legal costs on a solicitor-client basis) and to pay all costs and expenses incurred by the Owner, its legal advisers, mercantile agents and other in respect of anything instituted or being considered being considered against the Hirer, whether for debt, possession of any Goods or otherwise. The Hirer acknowledges and agrees that the Owner may pay a rebate, commission or other financial benefit to event organisers or like suppliers in connection with the hiring of the Goods to the Hirer.

### 3. BOND PAYMENT

The Hirer agrees to provide a valid credit card which will facilitate the deduction of a Bond which will be held for the duration of the Hire until the Goods have been returned and inspected up to 5 business days after the fact. The Bond will be the amount of A\$500 and the Owner will secure this from the Hirer at the time of final payment. Once the Goods have been inspected, the Hirer authorises Xtracorp Pty Ltd trading as Enjoy Lighting to deduct the full replacement cost of any damaged or lost Goods or repackaging costs from their bond, in the first instance, or the credit card if damage of Goods is greater than the bond held and a tax invoice will be issued to the Hirer (refer clause 8). In the event of no damage or loss of Goods, a refund advice will be issued to the Hirer. No discussion regarding what deems to be damaged or lost will be entered into.

### 4. TERMINATION OF HIRE

The Owner may terminate the Hire at any time. The Hirer shall have no claims for such termination. The Hirer may terminate the Hire of the Goods by:

- returning the Goods to the Owner during normal working hours; or
- notifying the Owner that the Goods is ready for collection, provided that the Hirer keeps the Goods safe until collection. Upon termination of Hire, the Owner is entitled to take possession of the Goods immediately and for this purpose the Hirer irrevocably appoints the Owner as his agent and authorises the Owner to:
  - enter upon any land or premises upon which the Goods is situated or where the Owner has any reason to believe that the Goods may be situated;
  - remove the Goods whether or not it is affixed to the land or premises, connected to property or Goods not owned by the Owner. If the Goods is not finally returned or ready for pick-up by the Owner at the expiration or termination of the Hire period the Hirer shall pay an additional charge of 100% the daily rate for every additional day or part thereof that the Goods is retained by the Hirer unless otherwise specified by the Owner.

### 5. THE HIRER'S OBLIGATIONS

The Hirer will:

- bear responsibility for the Goods Hired from the time of its delivery until collection by or return to the Owner;
- upon installation, delivery or collection of the Goods immediately examine the Goods to satisfy itself as to its conditions and suitability and fitness for the purpose to which it requires the Goods. In accepting the Goods the Hirer acknowledges that it has duly examined the Goods and has satisfied itself as required. The Hirer acknowledges that it has not in any way relied upon the skill or judgement or any representation made by or on behalf of the Owner in respect of the Goods, its purpose, suitability or performance. Should the Hirer alter its installation or delivery requirements prior to, during, or after installation or deliver, the Hirer is liable for all extra costs of the Owner's employees and cartage;
- assume the risk of and indemnify and hold the Owner harmless from and against any and all property damage and personal injury resulting from:
  - the use of the Goods;
  - all necessary surface repairs;
- use the Goods in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed;
- ensure that children and animals are supervised when in the vicinity of the Goods;
- ensure that the Goods are protected from damage and are not submerged, coated or sitting in liquid of any kind;
- ensure that the Goods are not modified in any way and are returned in a complete state in their original packaging;
- ensure that the Goods are not placed in direct sunlight or in temperatures above 35 degrees C;
- ensure all Goods are returned or ready for collection by the Owner's driver, in a clean, dry and properly packed condition and if being collected, are readily accessible (refer Clause 7).

### 6. PERIOD OF HIRE

The Hire period is two (2) business days unless agreed otherwise by the Owner. This includes time in transit.

### 7. PROPERTY

The Hirer acknowledges that the Owner may inspect the Goods at any time during the period of Hire, whether notice of such inspection is given to the Hirer or not, and the Hirer shall provide all assistance and co-operation necessary to facilitate such inspection of the Goods. The Hirer shall indemnify the Owner in relation to any action of trespass or any other action or claim against the Owner in the course of the Owner exercising its right to inspect the Goods. The Hirer acknowledges that all property in and title to the Goods at all times remains with the Owner, the Hirer does not acquire any property in or title to the Goods and the Hirer's interest in the Goods is as bailee of the Owner only.

### 8. LOSS OF OR DAMAGE TO GOODS

If the Goods are lost, break down or are modified or damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under these Terms. In the event that the Goods break down or become unsafe to use, the Hirer shall immediately stop using the Goods and take all steps necessary to prevent the Goods from sustaining any further damage. The Hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Goods and must not repair or attempt to repair the Goods without the Owner's prior written consent. If the Goods are lost or damaged and the loss of or damage to the Goods is caused by the negligence or wilful act or omission of the Hirer or the breach of any of these Terms by the Hirer, the Hirer shall without limitation be liable for the following;

- any costs incurred by the Owner in replacing the Goods;
- hire charges for the Goods until the Goods are repaired or replaced;
- all cleaning and repacking costs at A\$50 per carton (excluding GST) and for any damage resulting from not properly cleaning and/or packing the Goods;
- any damaged or lost Goods to the value of the following:

Product Code	Replacement Costs - Signature Series Commercial Pillars	Replacement Cost Excluding GST Per Candle
375200	3.1" x 4" Smooth, Ivory Wax Pillar w/ Multi Timer (4, 6 & 8 hr). Unscented. 3 LED & Melted Edge.	A\$23.95
375201	3.1" x 6" Smooth, Ivory Wax Pillar w/ Multi Timer (4, 6 & 8 hr). Unscented. 3 LED & Melted Edge.	A\$31.95
375202	3.1" x 8" Smooth, Ivory Wax Pillar w/ Multi Timer (4, 6 & 8 hr). Unscented. 3 LED & Melted Edge.	A\$38.95
375203	4.0" x 6" Smooth, Ivory Wax Pillar w/ Multi Timer (4, 6 & 8 hr). Unscented. 3 LED & Melted Edge.	A\$38.95
375204	4.0" x 8" Smooth, Ivory Wax Pillar w/ Multi Timer (4, 6 & 8 hr). Unscented. 3 LED & Melted Edge.	A\$43.95

- any other costs whatsoever incurred or loss suffered by the Owner as a result of damage or loss of Goods.



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## TERMS & CONDITIONS - EVENT HIRE

### 9. INSURANCE

- Please note this Insurance is separate and distinct from Public Liability Insurance (refer clause 12) and does NOT cover public liability, product liability or property damage.
- (a) The Hirer agrees to pay a damage waiver to the Owner of A\$25 per Hire (excluding GST) to cover any costs associated with any accidental damage or loss of the Goods. The damage waiver does not apply to or cover any other damage to or loss of the Goods including, without limitation:
- (i) damage resulting from overloading, exceeding rated capacity, misuse, abuse or modification of the Goods;
  - (ii) damage or loss due to negligence of the Hirer;
  - (iii) damage caused by the use or operation of the Goods in contravention of any of these Terms.
- (b) The Goods insured are defined as an Enjoy Flameless Candle (refer Clause 1). The Insurance covers Accidental Loss or Damage:
- (i) up to a maximum of A\$5,000 (excluding GST) in any one claim;
  - (ii) provides for burglary via forced entry to a locked premises or a vehicle.
- (c) An official police report must accompany any application to claim outlining all aspects of your situation that may lead to a successful claim via this policy.
- (d) Definitions of Accidental Loss and Damage (all of the Hired Goods are deemed not reusable):
- (i) where all Goods Hired are dropped (e.g. forklift);
  - (ii) run over by a machine or vehicle;
  - (iii) damaged in a vehicle accident;
  - (iv) lost in a fire;
  - (v) deemed inoperable or reusable by accidental water damage (Eg. flood or sprinkler)
- (e) Notes to Insurance Policy:
- (i) excess to be paid by client A\$100 (excluding GST) per claim.
  - (ii) the client is required to ensure the Insurances noted in Clause 12 are in place and understands that they are responsible for these Insurance requirements and acknowledges it holds no undertaking or liability on the Hirer for any claim or charge arising out of the use of the candles now or at any time in the future.

### 10. RELEASE AND INDEMNITY

The Hirer hereby releases the Owner from, and agrees to indemnify the Owner in respect of any third party claims, action, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the Hire or use of the Goods by the Hirer of these Terms.

### 11. FREIGHT

The Hirer will pay for the cost of the freight in addition to the Hire Fee. Hire within Melbourne Metro can accept delivery charge or pick up. All other Hires will have freight quoted and by mutual agreement the Hirer may be allowed to nominate their own freight carrier. Any damage or loss while in transit is the responsibility of the Hirer.

### 12. PUBLIC LIABILITY INSURANCE

The Hirer will maintain at its own expense all appropriate policies of insurance for liability, property and casualty insurance coverage in amounts necessary to fully protect the Owner and its Goods against all claims, loss or damage whatsoever.

### 13. FORCE MAJEURE

If the Owner is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) the Owner may give written notice to that effect to the Hirer, giving full particulars of such force majeure in which case the obligations of the Owner under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The Owner shall not be liable for any loss or damage suffered by the Hirer as a result of any delays caused by such force majeure events.

### 14. JURISDICTION

These terms and conditions are governed by the Laws of Victoria and the Hirer and the Owner submit to the jurisdiction of the courts of that State.

### 15. CHARGE

The Hirer charges in favour of the Owner all its estate and interest in any land and in any other assets whether tangible or intangible in which the Hirer now has any legal or beneficial interest or in which the Hirer may later acquire any such interest with payment of all monies owed by the Hirers and agree upon request in writing, to execute a registrable instrument transferring to the Owner, the Hirers estate and interest by way of security.

### 16. MISCELLANEOUS

If any of the Terms becomes void or unenforceable for any reason then that part will be severed from these Terms to the intent that all other parts that do not become void or unenforceable will remain in full force and effect and be unaffected by any severance of other parts. Failure by the Owner to insist upon strict performance of any of these Terms, or to exercise in whole or in part any right that it may have under these Terms, or to exercise in whole or in part any right that it may have under these Terms or at law, shall not be deemed to be a waiver of any rights that the Owner may have and shall not be deemed.

I/WE AGREE TO THE TERMS & CONDITIONS OF HIRE. I/WE ACKNOWLEDGE AND FULLY UNDERSTAND THE INSURANCE BEING OFFERED UNDER THIS POLICY.

SIGNED \_\_\_\_\_ (CLIENT)

PRINT NAME \_\_\_\_\_ (BLOCK LETTERS)

SIGNED \_\_\_\_\_ (CLIENT)

PRINT NAME \_\_\_\_\_ (BLOCK LETTERS)

DATE \_\_\_\_\_ OF \_\_\_\_\_ 2011

### PAYMENT TERMS

In order to confirm your booking, Enjoy Lighting requires a 25% non-refundable deposit fourteen (14) days prior to the event or at time of booking and the balance to be paid in full five (5) working days prior to the event.

The booking will only be confirmed upon receipt of the deposit (EFT, MasterCard & Visa accepted). If payment via EFT, please allow up to two (2) business days for monies to be received.