



## KEG EQUIPMENT AND GLASS HIRE CONTRACT

**BETWEEN:** GET-A-KEG PTY LTD  
TRADING AS SEXTON CELLARS THE BOTTLE O  
ABN: 83 129 154 249  
30 SEXTON RD INGLEWOOD WA 6052

(HEREINAFTER CALLED "THE OWNER")

**AND** THE PERSON / PERSONS / ORGANISATION LISTED ON THE GET-A-KEG PTY LTD CUSTOMER ORDER FORM

(HEREINAFTER CALLED "THE HIRER")

CLAUSE 3 AMOUNT OF HIRE CHARGE AS PER THE GET-A-KEG PTY LTD CUSTOMER ORDER FORM.

CLAUSE 3 DESCRIPTION AND QUANTITY OF EQUIPMENT SUPPLIED AS PER THE GET-A-KEG PTY LTD CUSTOMER ORDER FORM.

CLAUSE 3 DESIGNATED DELIVERY LOCATION AS PER THE GET-A-KEG PTY LTD CUSTOMER ORDER FORM.

CLAUSE 3 PERIOD OF HIRE FROM DELIVERY TO 12.00 NOON THE FOLLOWING DAY UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE AND LISTED ON THE GET-A-KEG PTY LTD CUSTOMER ORDER FORM.

CLAUSE 6 PAYMENT & BOND OF HIRE CHARGE TO BE MADE BY THE HIRER AS LISTED ON THE GET-A-KEG PTY LTD CUSTOMER ORDER FORM.

### Terms and Conditions

#### Definitions

1. For the purposes of this Agreement the following words shall at all times be defined as follows:
  - a. "The Owner" shall mean the person, firm, partnership, company or body providing the equipment to the "Hirer";
  - b. "The Hirer" shall mean the person, firm, partnership, company or body which is hiring the equipment delineated overleaf, all natural persons involved must be of the age of 18 years or over. Proper ID must be provided prior to delivery;
  - c. "Charge" shall mean the specific amount delineated overleaf or in the event of no specific amount being expressed then the amount calculated in accordance with the latest schedule of charges published by the owner and brought to the notice of the Hirer;
  - d. "Equipment" shall mean any equipment delineated overleaf including but not limited to kegs and glasses;
  - e. "Designated Delivery Location" shall mean the location or locations at which the equipment is to be hired and used.

#### Entire Agreement

2. The Owner and the Hirer hereby acknowledge that this Agreement constitutes the entire agreement between themselves as owner and hirer and acknowledge that these and no other terms and conditions of agreement have any effect insofar as this Agreement is concerned and further acknowledge that no other terms and conditions of agreement may be imported or implied into this Agreement without the consent of the other party first having been obtained in writing.

#### Details of Equipments, Location and Period of Hire

3. The Owner agrees to hire to the Hirer and the Hirer agrees to hire from the Owner the equipment delineated overleaf properly described in this Agreement at the location delineated overleaf and where specified for the period (OVERNIGHT ONLY) delineated overleaf for the amount of the charge also described overleaf, subject to and in accordance with the terms and conditions of this Agreement.
4. It is an express term and condition of this Agreement that the Owner shall deliver and provide to the Hirer (at the Designated Delivery Location) the equipment the subject of this Agreement, requested by the Hirer within or before the time delineated in this Agreement for delivery. 72 hour notice is required for all orders.
5. Furthermore, the equipment the subject of this Agreement shall remain at the Designated Delivery Location at all times. The equipment the subject of this Agreement will be picked up by the Owner from 12.00pm onwards the next day unless otherwise arranged.
6. Customer pick up and drop off is prohibited.
7. All jugs and hire glasses to be rinsed prior to returning otherwise a \$10.00 cleaning fee may be charged by the Owner.
8. Any unconsumed beer remaining in Kegs is not refundable.

#### Charge and Bond

9. The Hirer agrees to pay the charge and bond to the Owner on delivery. There is a \$100.00 cash bond which applies to each keg hire and a \$20.00 cash bond which applies to all glasses hire. This amount will be refunded to the Hirer on return of all items in good order.
10. In the event of any damage caused to the equipment, the Hirer agrees to allow the Owner to retain part or the entire cash bond depending on damage and also to charge the Hirer a reasonable sum to cover such cost of replacement which payment amount shall be billed to the Hirer's credit card by the Owner.

#### Cancellation

11. This Agreement may be cancelled by the Hirer for any of the following reasons:
  - a. The Owner failing or being unable to comply with any of the terms, conditions or warranties contained in this Agreement;
  - b. In the event of the owner failing to deliver the equipment with reasonable diligence.
12. This Agreement may be cancelled by the Owner for any of the following reasons:
  - a. Non-payment by the Hirer to the Owner of any monies owing under this Agreement or prior to delivery of the equipment as agreed;
  - b. The Hirer, in the case of a natural person being found to be under the age of 18 years, despite the best intention and effort of the Owner to ascertain that.

#### Liability

13. Notwithstanding anything contained in this Agreement the Owner is not liable for any loss, damage or injury caused by or as a result of activities of or the negligence of it and/or its employees or agents.
14. In the event of the equipment the subject of this Agreement becoming inoperable during use due to the fault of the Hirer, then the Hirer shall bear the expense of repairing the same as arranged by the Owner.
15. Breakage charges at market rate apply to all equipment and glasses hire. The replacement cost of the Keg system is \$1200.00 per unit.
16. Should the equipment the subject of this Agreement not be delivered to the Hirer within the said time, the Hirer shall NOT be entitled to damages for late delivery of such equipment.
17. The Owner is not responsible for any physical or property or mental damage caused to the Hirer or their guests or employees arising as a result of any mechanical failure of the equipment other than for losses insured by the Owner to cover such situations.
18. The Hirer acknowledges that they accept the risk in serving alcohol to an excessive level to their guests or employees and they indemnify the Owner from any claims that may be raised arising from the consumption of the said contents in the equipment.

I \_\_\_\_\_  
**Driver's Licence Number** \_\_\_\_\_  
hereby declare that I have read and understood the terms  
and conditions and that I am over 18 years of age.

**Signed** \_\_\_\_\_

These Terms and Conditions of the Keg System and Glass Hire confirm and reduce to writing any verbal conversations previously having taken place between the Hirer and the Owner and regulate the nature of the agreement between the parties. In this regard this document acts as the sole confirmation of the order of equipment placed with the Owner by the Hirer.