

KEG HIRE

Customer order form

Hirers Full Name:			
Hirers Home/Mobile No:			
Designated Location / Address: <i>Where the equipment will be kept</i>			
Delivery Date /Time:			
Period of Hire:		Equipment collection date:	
Hire Charge (inc. GST):		Bond*: Refunded to the Hirer on return of all items undamaged and in good working order.	
Invoice Number:			

Description and quantity of equipment supplied:

Beer kegs

Qty	Beer variety	Keg size	Keg serial no (office use only)

Keg Dispensing System

Qty	Description

Office use only

All equipment returned and undamaged (circle)	Yes / No	Date returned:	
Date bond returned		HSB Employee name:	

*Bond payment may be made in cash, credit card payment, or electronic funds transfer. If paying by EFT, it is the Hirer's responsibility to ensure that adequate time is allowed such that the bond has cleared the nominated bank account prior to handover of equipment, otherwise cash bond payment will be required for handover. The Hirer shall understand that if paying by credit card or EFT, on return of equipment they should allow a few days for the refund of bond payment to be transacted.

EFT payments may be made to:

Account name: Henry Street Brewhouse Pty Ltd
 BSB: 083 004
 Account Number: 762413450

Henry Street Brewhouse keg hire contract

Between: Henry Street Brewhouse Pty Ltd
5/38 Barrett St, Kensington VIC 3031

And: The Person/Persons/Organisation/Company listed on the Henry Street Brewhouse customer order form (hereinafter referred to as "The hirer").

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, partnership, company, firm or body providing the equipment to the "Hirer"
 - b. "The Hirer" shall mean a person, firm, partnership, company or body which is hiring the equipment noted on the Customer Order Form, all natural persons involved must be of the age of 18 years or over. Proper photo ID must be provided prior to collection
 - c. "Charge" shall mean the specific amount noted on the Customer Order Form 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 noted on the Customer Order Form including but not limited to kegs, fixtures and fittings and consumable items;
 - e. "Designated 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 Equipment's, 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 noted on the Customer Order Form properly described in this Agreement at the location noted on the customer Order Form and where specified for the period noted on the Customer Order Form for the amount of the charge also described on the Customer Order Form, 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 provide to the Hirer the equipment the subject of this Agreement, requested by the Hirer on or before the time noted on the Customer Order Form. A period of 72 hours' notice is required for all orders.
5. Furthermore, the equipment the subject of this Agreement shall remain at the one Designated Location at all times. The equipment the subject of this Agreement will be returned to the Owner within 3 working days of the collection date unless otherwise arranged.
6. Any unconsumed beer remaining in Kegs is not refundable.

Charge and Bond

7. The Hirer agrees to pay the charge and bond to the Owner on receipt. There is a bond applicable to each Party Keg Hire. This amount will be refunded to the Hirer on return of all items undamaged and in good working order.
8. In the event of any damage caused to the equipment, the Hirer agrees to allow the owner to retain part or the entire bond depending on the damage.

Termination

9. This Agreement may be terminated 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 provide the equipment with reasonable diligence.
10. This Agreement may be terminated 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 collection 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

11. 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. The hirer will assume all risks and responsibilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession or use of the equipment.
12. At all times, the Hirer must keep the equipment in a writable location and in good repair. 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.
14. Should the equipment the subject of this Agreement not be available to the Hirer within the said time, the Hirer shall NOT be entitled to damages for late collection of such equipment.
15. 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.
16. 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.

Type of photo ID (eg Driver's licence) _____ Identification no. _____

I hereby declare that I have read and understood the terms and conditions and that I am over 18 years of age.

Signed _____ Date _____

Print name _____

These Terms and Conditions of the Keg Equipment and 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.