

**WARNING: Screen Printing Equipment and the Factory environment can be Dangerous!****Please read this complete document carefully BEFORE signing - This is a legal contract****Please print all information clearly and supply THE ORIGINAL to Peter Leis Pty Ltd****Section A – YOUR DETAILS**

Name of Hirer		D.O.B.	
Address (not P.O. Boxes)			
Phone		Mobile	
Email		Web	
ID type		ID Number	
		Office Use: ID Sighted	

**Section B - PERIOD OF HIRE**

Date From	Date To	Time From (11:00am at the latest)	Time To (5pm at the latest; including Clean up)	How many people in your Group? (max 3)

**Section C – HIRE / BOOKING TYPE****For Workshop Bookings – please ✓ one**

✓	Booking	Description	Cost	Next Step
	Workshop Booking EXP	Exposing your screens at home - ½ day workshop in the morning, with maximum of 3 people	\$135.00	Go to Section E
	Workshop Booking PNT	Printing at home - ½ day workshop in the afternoon, with maximum of 3 people	\$135.00	Go to Section E
	Workshop Booking EXP&PNT	Exposing your screens and printing at home - Full day workshop with maximum of 3 people	\$250.00	Go to Section E
	1 on 1 Booking	Full day tailored booking for One (1) person only. From 10:30am to 5:00pm	\$500.00	Go to Section E

**For Hire of Print area – please ✓ what is required**

	Hire Area Induction	A basic introduction to the use of the equipment you want to use for 1hr. From 11:00am to 12:00pm	\$45.00	Go to next Section
	Hire Area	Unassisted hire of the printing area. Available from 10:30am to 5:00pm. A security deposit of \$100.00 is required	\$10.00 / hr	Go to next Section

**Section D - EQUIPMENT HIRE ( ✓ tick as required)**

	T-shirt Carousel – 6 colour		T-shirt Carousel – 4 colour
	Tunnel Dryer (curing garments)		Vacuum Printing Bench
	Repeat length table (90cm x 3mtrs)		Drying Rack

**Section E – WHAT DO YOU WANT TO LEARN OR PRINT**

All to complete ( ✓ tick as required)		Workshop & 1 on 1 Bookings Only ( ✓ tick as required)	
	Fabric T-Shirt or Placement		One Colour
	Fabric Repeat Length		Two Colour
	Paper		Four Colour Line (solid colours)
	Other:		Four Colour Process (CMYK)

**Section F – ADDITIONAL COSTS****Assistance/ Consumables; We suggest that you bring the following consumables so as not to be charged for them**

Item	Cost	Notes	Required	Office use only. Additional Notes	Charged
Assistance	\$45.00 / hr	Billed in 1 minute increments	Y / N		
Ink	TBA	Price depends on ink used	Y / N		
Roll of sticky tape	\$2.00	Recommended 45mm thick	Y / N		
Newspaper	\$2.00	For run offs	Y / N		
Rag	\$5.00	For excess ink	Y / N		

**Hire Area; We prefer you to clean the following so that we do not have to charge you for it.****The prices are high because we would have to stay back after business hours in order to rectify the area.**

Area	Cost	Required	Office use only. Additional Notes	Charged
Cleaning of Printing Equipment	\$25.00	Y / N		
Cleaning of Area	\$25.00	Y / N		
Cleaning of any spills / floor	\$30.00	Y / N		
Putting away all used items / products	\$25.00	Y / N		
Damage	TBA	Y / N		

## This is available in large print upon request

### Section G - WAVIER

To: Peter Leis Pty Ltd t/a Pete's Counter Sales ABN:22 000 881 943 "THE OPERATORS" to be known for the purpose of the waiver herein as PL. In consideration of you allowing me to hire / use and/ or take part in the use of the equipment to be referred to herein as hire.

- 1) I hereby agree for myself, my executors, administrators, heirs, next of kin, successors and assigns;
  - a) Not to make any claim or demand of any kind, or institute any proceedings against PL for any injury, damage of any kind whatsoever, or death sustained by or occasioned by me in the course or incident of "Hiring" or arising from directly or indirectly any act, omission, neglect, default of the Operators arising or resulting from me being on or near the designated Hire area including without limitation to the generality of the foregoing or resulting from the supply of faulty or inadequate equipment.
  - b) To indemnify and save harmless PL, its Directors, officers and employees, agents, servants, licensees and any acquaintance, all loss, injury or damage which they or any of them may sustain by reason of;
    - i) Any loss or injury suffered by me in the course or of incidental to using the equipment or arising or resulting from me being on or near the Hire area and/or,
    - ii) Any loss or injury suffered by any other person whatsoever as a result of wilful act or omission;
  - c) The expression, the hire, PL shall include: any Directors, officers and employees, agents, servants, licensees and acquaintance of Peter Leis Pty Ltd.
- 2) I warrant that I am fully aware of all risks involved in hiring / using the equipment / area and that there may be the possibility of injury to me including injury caused to me if the equipment does not function properly. I nevertheless assume such risks.
  - a) I shall also accept full responsibility for all equipment supplied to me including during the course of the hire and also agree to cover the full cost of any or all material and or equipment that may be lost or damaged whilst in my care. I understand that if I do not return and clean all equipment supplied to me that I will be liable to pay all charges including legal costs. "I simply ran out of time", is not an acceptable excuse. I understand that only I am responsible for all the equipment I use being returned / left in good working order and clean.
- 3) I hereby acknowledge Screen Printing is a physical undertaking and may become physically strenuous. I hereby warrant that I;
  - a) Am in good physical condition.
  - b) Have no disability, impairment or ailment which would prevent me from Screen Printing or would be detrimental to my health, safety, comfort or physical condition or the health, safety, comfort or physical condition of others while Screen Printing or while at or near the designated hire area.
- 4) I undertake to hire the area only in accordance with the safety instructions, rules and suggestions presented to me by PL. I understand that failure to follow such instructions will warrant my removal from the property.
- 5) I have agreed to undertake at all times to wear and not remove any protective equipment as instructed whilst on or close to the hire area. I agree not to remove it without the express permission of PL Staff or Management.
- 6) I am not under the influence of any controlling substances.
- 7) I have reached eighteen (18) years of age.
- 8) I have read and accept all of the Term & Conditions as described below.

Signed

Date:

### Section H – HIRE AND BOOKING TERMS AND CONDITIONS

- 9) **Interpreting the Hire and Booking Terms and Conditions from here on in;**
  - a) Our / Us / We / PL; refers to Peter Leis Pty Ltd t/a Pete's Counter Sales ABN:22 000 881 943
  - b) You / Yours / Client / Customer; refers to the person / company as named in Section A – YOUR DETAILS
  - c) Invitee/s; refers to any person/s you have requested/engaged to assist you, or be present at your hire
  - d) Hire; refers to a hire booking or a workshop booking
  - e) The agreement; refers to this document in its entirety.
- 10) **Our Commitment to you**
  - a) We are committed to providing you with a high level of customer service and value for money
  - b) We provide you with access to the equipment for Screen Printing
  - c) We respect your Consumer Rights as outlined by organisations such as Australian Competition & Consumer Commission and the NSW Department of Fair Trading.
  - d) Nothing in this agreement is intended to reduce or prejudice your Consumer Rights
  - e) When you make a booking with us we will endeavour to provide the space / available equipment for your hire period.
  - f) If the space / equipment are out of order or unusable a staff member will rectify this situation as soon as they are notified, if able.
- 11) **Your Responsibilities**
  - a) It is your responsibility to read and understand all Waivers and Terms and Conditions.
  - b) If you do not understand anything contained in the Waiver and Terms and Conditions it is your responsibility to seek/ask for further advice/explanation.
  - c) Upon signing the agreement you agree to all of the Wavier and Terms and Conditions.
    - i) You agree to respect other hirers, our staff and affiliates.
- 12) **Legal Liability; this point is subservient to Section G - Waiver**  
Subject to YOUR CONSUMER RIGHTS, PL is not liable to any person, and YOU indemnify PL, for any loss of, or damage to, any property;
  - a) Loss or damage which you might sustain as a consequence of hiring the wrong equipment, unfamiliar with the use of equipment, inexperience with Screen Printing, printing technique.
  - b) Including any invitees you have arranged to be present/assist you for the duration of the hire.
  - c) You indemnify PL against any liability to any third party who suffers injury, loss or damage which is caused wholly or partly as a consequence of any negligent act or omission or other failure on your part.
  - d) It is your responsibility to inform any invitees you have arranged to be present/assist you in the hire of the Hire and Booking Waiver and Terms & Conditions.
  - e) You are responsible at all times of any invitees you have arranged to be present/assist you in the hire.
  - f) Any invitees you have arranged to be present/assist in the hire are considered to have accepted the Hire and Booking Waiver and Terms & Conditions.
  - g) You accept full responsibility for any damage arising from the use of PL's equipment and premises, including but not limited to, personal injury, equipment damage and damage to fixtures and fittings.
  - h) You will be liable for any loss, breakage or damage caused to PL's equipment or fixtures and fittings and will be charged the full replacement / repair / cleaning cost of these items.
  - i) PL does not accept liability for any monies or personal belonging, clothing, held at or left on the premises belonging to you or any invitees you engage to be present/assist you in the hire.
  - j) You shall indemnify and keep indemnified PL against all losses, expenses, liabilities, claims and damages incurred as a result of, or arising from, the hire of the premises and/or equipment caused by any act or omission of you or any invitees you engage to be present at or assist in the hire.
  - k) You will obtain and keep current public liability insurance cover to the value as governed by your insurance company for each occurrence.

**13) Booking**

- a) Application for hiring premises shall be made to PL on the Hire / Booking Form supplied by PL.
- b) PL may require you, at any time, to supply a detailed written description of all activities to be conducted on the premises during the period of hire.
- c) The booking will not be considered effective by PL until;
  - i) The specified deposit has been received by PL and;
  - ii) Signed and completed copies of the Hire and Booking Form, Waiver and Terms & Conditions are received by PL

**14) Hire Period**

- a) Your hire of the equipment/premises is for the period, date and time, as stated in Section B.
- b) The equipment/premises must be finished with all cleaning completed by the time shown in Section B at the end of each days hire.
- c) PL understands that circumstances change and that you may require the hire for longer than stated in Section B. In this case an additional Hire and Booking Form, Waiver and Terms & Conditions must be completed, and subject to availability.

**15) Charges, Payment & Deposits**

- a) Full pre-payment is required for all hires.
- b) Accepted payment methods are
  - i) In person
    - (1) Cash (2) Cheque with ID (3) Eftpos (4) Visa Card or Master Card, issued by Australian Banks, with ID and which incurs a surcharge as set by PL.
  - ii) Over the Internet - Electronic Funds Transfer ONLY, this payment must be cleared in our account at least two (2) days prior to the booking.
  - iii) Phone – Payments not accepted.
- c) Any fees arising from "charge back" for default of payment are to be paid by you and you will be billed accordingly.
- d) For all hires, except workshop bookings, a deposit is included in the pre-payment and will be refunded if no cleaning or charge for consumables is required and there is no damage to/loss of equipment or property
- e) At the end of each hire day you must pay PL;
  - i) For the daily hire rate.
  - ii) All consumables used during the hire period.
- f) The charge of correspondence in recovering or billing from PL to you is charged at (including messages);
  - i) Local calls – 30c for the first minute, than 10c a minute thereafter.
  - ii) Mobile Calls – 30c flag fall than 30c per minute thereafter.
  - iii) E-mail – 20c for the first e-mail, than \$1.00 for each e-mail thereafter.
  - iv) Post – Standard \$3.00
- g) If we have to chase payment for more than 14 days, you will be liable to pay all charges, including but not limited to;
  - i) An administration fee of \$2.00 per week or part thereof.
  - ii) All fees and charges that are incurred by enforcement / debt collection agencies
  - iii) All fees and charges that are incurred for bank processing

**16) Cancellation of Hire**

- a) Deposits will not be refunded if you give less than 14 days notice, regardless of when the booking was originally taken.

**17) Use of Premises**

- a) Equipment
  - i) All care should be taken with any equipment owned by PL including, but not limited to, printing benches, curing equipment and screens.
  - ii) You are not to use any equipment when it is damaged or unsafe
  - iii) If you are not familiar with the use of or method for the equipment you are required to undergo training.
    - (1) It is your responsibility to inform PL if you are not familiar with the use of or method for the equipment.
      - (a) If you have no previous or limited experience in printing or use of the equipment and you need instruction you must book a basic training overview in

advance for a minimum duration of one (1) hour for the cost please see Section C.

- (b) Any instance in which you engage PL employees to assist during the hire, for technical advice or problem solving, will incur a charge billed in one (1) minute increments, or part there of, before the cost please see Section F.

- iv) You are not to remove any equipment or consumables from the premises.

**b) Cleaning and Good Order**

- i) All areas/equipment used by you must be kept clean and tidy and free of spills. If the areas/equipment needs to be cleaned to bring it back to original condition, you will be charged a cleaning fee, see Section F.
- ii) To assist with this you can be supplied with cleaning products available on the premises as specified by PL.
- iii) You shall be responsible for the maintenance and good order in and around the hire area, or any areas utilised by you for the duration of the hire.
- iv) You shall comply with any instruction by any PL employee to the maintenance and good order in and around the hire and premises.

**c) General**

- i) Persons under the age of eighteen (18) must be accompanied by an adult at all times.
- ii) You must not have more than three (3) invitees on the premises at any one time.
- iii) You and all of your invitees must not bring any animal or pet onto the premises.
- iv) The hire includes;
  - (1) Use of the printing area
  - (2) An induction from of 30min, from 10:30am to 11:00am, for basic safety instruction and procedures.
- v) The hire does not include, unless otherwise stated in Section C;
  - (1) Technical advice from PL or PL's employees.
  - (2) Any consumables, including but not limited to, newspaper, tape, ink, rag
  - (3) Any use of these of materials not included in the hire will incur additional costs as outlined in Section F.
- vi) As individuals medical conditions are none of PL's business, you and all invitees are responsible for their own health including, but not limited to, pre-existing conditions. As chemicals are used on the premises you and your invitees are to assess your own fitness/suitability to remain on the premises.
- vii) The premises must not be used for any illegal purpose or to replicate any image/product that is protected by Copyright or any other applicable legislation.
- viii) You must obey all safety instructions and directions given to you and your invitees by PL and the employees of PL.
- ix) You are not permitted to leave the designated area without first making sure, with a staff member of PL's, that it is safe to do so.
  - (1) You and your invitees are permitted, with permission, to use areas other than the designated print area, such as the wash trough, bathroom and thoroughfares.
  - (2) You and your invitees are not permitted to wonder around the premises.
- x) While on the premises you and your invitees are not permitted to;
  - (1) Walk backwards (2) Run (3) Play "practical jokes" (4) Play fight

- 18) Access;** The hire entitles you to exclusive use of the printing equipment as shown in Section D; it does not entitle you to exclusive use of the print area, premises or facilities. You must give right of way to PL to use any of the premises or facilities as required by PL.

**19) Technical Equipment**

- a) The equipment will at all times remain the property of PL. You or your invitees have no legal or equitable interest in the equipment or any part thereof.
- b) You will inform PL of any defects or difficulties with the equipment as soon as the defects or difficulties are discovered. Failure to do so may result in you being charged for damage to the equipment.

- i) Upon notification of defect or damage PL will take all reasonable measures to fix/correct the issue.
- ii) If the problem cannot be rectified immediately it may be necessary to relocate the hire to another day.

**20) Loss and Damage**

- a) The hirer shall be responsible for leaving the premises clean and tidy at the conclusion of each day of hire and PL may carry out at the expense of the hirer such cleaning or other work as may be required to restore the premises to a satisfactory condition.
- b) Except for normal wear and tear, the hirer shall be liable to PL for any damage to premises, or any fittings, equipment, furniture, floors or other property therein, which occurs during the period of the hiring.
- c) Where the use of the premises or equipment, by you or your invitees, results in damage, loss or injury to the premises or equipment or person, you must promptly report such incident to PL.
- d) The damage fee is payable for each separate event and whether you are at fault or not. This fee is payable to PL within seven (7) days of our demand being made to you.
- e) You must always pay for damage;
  - i) Caused deliberately or recklessly by you or your invitee/s
  - ii) Caused by misuse or incorrect use of equipment
  - iii) Full costs of replacing or repairing any accessories supplied by PL including but not limited to squeegees, screens and mesh.
  - iv) Property of PL that is stolen or taken from the premises by you or your invitees for the duration of the hire.

**21) Breach of Hire Agreement**

- a) We may terminate the hire and take immediate possession of all equipment if you or your invitees breach the hire agreement.
- b) If you or any of you invitees breach this agreement you are liable for;
  - i) Damage
  - ii) Storage, repossession and recovery fees
  - iii) Administrative and legal costs
  - iv) Loss of use

**22) Dispute Resolution**

- a) First and foremost contact us if you have an issue, we are more than reasonable and always try to take care of our valued customers.
- b) If a resolution cannot be made within 14 working days of the issue being raised by either party then the matter is to be referred to the NSW Department of Fair Trading.
- c) Should the matter be referred to The NSW Department of Fair Trading neither one of the parties may commence court proceedings concerning the matter unless it has not been resolved within 30 days of the referral.

**23) A Working Relationship**

- a) We treat everyone that walks through the door with respect and dignity, but it is a two way street.

- b) We do not tolerate any aggressive, abusive or inappropriate behaviour of any kind towards any staff member or customer. Such behaviour will result in;
  - i) Immediate cancellation of any order from that customer.
  - ii) You will be charged as per the hire agreement and with no refund or return of any monies and no equipment will be made available to you.
  - iii) No deposits will be refunded, and
  - iv) No correspondence will be entered into if this is the case.
  - v) There will be a standing refusal to accept any work related request from you in the future.
- c) We always try to do the right thing, please don't try to take advantage of us.

**24) Privacy**

- a) Simple, unless legally required to do so, we do not sell or share your information with any unnecessary outside agency / individual, without your consent, subject to point 24)e);
- b) This includes details of any Products or Services that you have purchased that could be attributed to you
- c) Your personal details.
- d) All credit card or eftpos transactions are processed through our terminal on site.
- e) We will disclose you information for the following;
  - i) Any delivery or invoicing information provided by you is used only for purposes of your transaction
  - ii) For the for the purpose of recovering any monies due to PL
  - iii) As required by Law, and
  - iv) From time to time keeping you updated of our products, services and events. You can opt out of this at any time.

**25) Amendment of these Terms**

- a) As these Terms and Conditions pertain to this individual Order that you have placed, any amendments will be printed on the Order that the amendment pertains to. It is advised that you read the Terms and Conditions for each and every order you place.

**26) Governing Law**

- a) These Conditions will be governed by and constructed according to the law of New South Wales and the parties agree to submit to the jurisdiction of the courts and tribunals of that state.

**27) Severance**

- a) If any provision of these terms is held to be invalid or unenforceable such provision will be struck out or amended and the remaining provisions will remain in force.

**28) Breach Waiver**

- a) Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

I authorise Peter Leis Pty Ltd t/a Pete's Counter Sales to charge me the services detailed.

I declare than all information provided on this booking is accurate.

I have read and understand and agree to Section G - Waiver.

I have read and understand and agree to Section H – Hire and Booking Terms and Conditions.

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 Full Name (Print)

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 Signed

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 Date