

# HIRE TERMS & CONDITIONS

HERE ARE OUR TERMS AND CONDITIONS (TERMS). PLEASE CONTACT US AT BUMBLEBFLORAL@GMAIL.COM IF YOU HAVE ANY OTHER QUESTIONS.

BUMBLE BEE CARE PTY LTD (ACN 092 678 656) TRADING AS BUMBLEB FLORAL AND ITS RELATED ENTITIES (BUMBLEB FLORAL, WE OR US) PROVIDE HIRE OR SALE OF GOODS TO THE CUSTOMER (CUSTOMER OR YOU) THROUGH ITS ONLINE PLATFORM [HTTPS://WWW.BUMBLEBFLORAL.COM](https://www.bumblebfloral.com).

PLEASE READ THESE TERMS AND ALL BUMBLEB FLORAL POLICIES (INCLUDING THE PRIVACY POLICY) (POLICIES) (WHICH TOGETHER, FORM THE AGREEMENT) BEFORE YOU USE THE SERVICES OFFERED BY BUMBLEB FLORAL.

By using our Services You are taken to confirm that You agree to be bound by this Agreement. These terms and conditions were last updated in April 2026.

## 1 Definitions and Interpretation

### 1.1 Definitions

Definitions In this Agreement, unless the context otherwise requires, the following definitions apply:

In this Agreement, unless the context otherwise requires, the following definitions apply:

- 1.1.1 **Cancellation Fee** refers to the charges or fees referenced in Clause 4.2 of this Agreement. The Cancellation Fee equates to the total Hire Charge per the Hire Schedule.
- 1.1.2 **Cancellation Fee Period** means the Cancellation Fee must be paid in full if notification of Cancellation is provided less than 12 hours prior to Commencement of the Hire Schedule.
- 1.1.3 **Commencement** means the date and time when the Customer takes possession of the Goods.
- 1.1.4 **Contactless Collection and Return** means the Customer collects and returns Goods without needing to physically interact with BumbleB Floral representatives.
- 1.1.5 **Third-Party Hire Fees** refers to the charges or fees invoiced by the Third-party Venue for the rental or hiring of the venue for a specific period.
- 1.1.6 **Customer** refers to the person, firm, organisation, partnership, corporation, or other entity (including a trust) hiring the Goods from BumbleB Floral as identified in the Hire Schedule.
- 1.1.7 **Goods** means the floral arrangements, flowers, or ancillary items specified in the Hire Contract or otherwise agreed between the Customer and BumbleB Floral.
- 1.1.8 **Hire Charge** means the amounts shown on the Hire Schedule payable by the Customer to hire the Goods.
- 1.1.9 **Hire Location** refers to the specific place or physical location where the Goods are made available to the Customer. It includes details about the address, contact person at the hire location, contact phone number at the hire location, and any special instructions related to the pickup or drop-off of the Goods.

1.1.10 **Hire Period** means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case, this can only be done if the Customer requests it and if BumbleB Floral agrees. BumbleB Floral may issue an amended Hire Schedule for any extension of the Hire Period.

1.1.11 **Hire Schedule** means a document in such form as BumbleB Floral shall require, setting out the terms of the hire of Goods, including the particulars of the Goods and the Hire Period and such other information as BumbleB Floral may decide to include.

1.1.12 **BumbleB Floral** refers to the company or companies providing the Services and Goods listed on the Hire Schedule Operating as Bumble Bee Care Pty Ltd (ACN 092 678 656).

1.1.13 **Third-Party Venue** refers to the premises identified at the Hire Location that is not owned or operated by one of the main parties involved in the Agreement.

### 1.2 Interpretation

Interpretation In this Agreement, unless the context clearly indicates otherwise:

1.2.1.1. a clause, schedule, annexure or party is a reference to a clause, schedule, annexure or party to this Agreement;

1.2.1.2. a party includes its executors, personal representative, administrators, successors and assigns;

1.2.1.3. 'document', 'deed' or 'agreement' (including a reference to this Agreement) includes the document, deed or agreement as varied, amended, novated or supplemented and includes all recitals, schedules, appendices and exhibits to it;

1.2.1.4. legislation or a legislative provision includes any statutory modification or substitution of that legislation or provision and any subordinate legislation issued under that legislation or provision; and

1.2.1.5. 'person' includes a corporation, trust, partnership, unincorporated body, government, local authority or agency, or other entity, whether or not it constitutes a separate legal entity;

1.2.2. headings and any table of contents do not form part of this Agreement or affect its interpretation;

1.2.3. a word or phrase that is derived from or is another grammatical form of a defined word or phrase has corresponding meaning;

1.2.4. the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

1.2.5. the singular includes the plural and vice versa;

1.2.6. monetary amounts are expressed in Australian dollars;

1.2.7. a 'day', 'month' or 'year' means a calendar day, month or year;

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1.2.8. all or part of this Agreement must not be construed against the interests of a party because that party or its lawyers were responsible for its drafting or because that party relies on a provision of this Agreement to protect itself; and

1.2.9. if any day on or by which a person must do something under this Agreement is not a Business Day, then the person must do it on or by the next Business Day.

## 1.3 Inconsistency

These Terms and Conditions and any Hire Contract will be read and interpreted as a single agreement but if there is any conflict or inconsistency between these Terms and Conditions and/or any Hire Agreement, the various parts of this Agreement will be interpreted and applied in the following order:

1.3.1. the relevant Hire Contract; then

1.3.2. these Terms and Conditions.

## 2 Formation of Contract

2.1 The entry into a Hire Contract, the delivery of Goods by BumbleB Floral to the Customer, or the acceptance by the Customer of Goods from BumbleB Floral, constitutes acceptance of these Terms and Conditions by the Customer.

2.2 These Terms and Conditions are subject to change at any time by BumbleB Floral. The Customer is deemed to have accepted any changes to these Terms and Conditions immediately upon the earlier of:

2.2.1 the Customer being notified of any changes to these Terms and Conditions; or

2.2.2 the Customer entering into a new Hire Contract after the date on which BumbleB Floral amended these Terms and Conditions.

2.3 Quotations provided by BumbleB Floral will not be construed as an offer or obligation to supply in accordance with the quotation.

## 3 Hire of Goods

### 3.1 Hire

3.1.1 BumbleB Floral agrees to hire the Goods to the Customer and the Customer agrees to hire the Goods from BumbleB Floral in accordance with the terms of this Agreement.

### 3.2 Possession

3.2.1 Subject to the Customer paying the Hire Fee, BumbleB Floral agrees to give possession of the Goods to the Customer during the Hire Period.

### 3.3 Hire Period

3.3.1 The Customer agrees to hire the Goods from the Commencement Date until the end of the Hire Period.

3.3.2 Upon request by the Customer, BumbleB Floral may in its sole discretion agree to reduce or extend the Hire Period.

### 3.4 Failure to return Goods on time

3.4.1 Where the Customer fails to return possession and control of the Goods at the end of the Hire Period:

3.4.1.1 *the terms of this Agreement continue to apply until such time as the Goods is returned to BumbleB Floral;*

3.4.1.2 *the Customer must continue to pay the Hire Fee until such time as the Goods is returned to BumbleB Floral; and*

3.4.1.3 *BumbleB Floral reserves its rights to take action against the Customer for the Customer's failure to return the Goods at the specified time.*

3.4.1.4 *If BumbleB Floral forms the reasonable opinion that the Customer is unlikely to return the Goods, the Customer must immediately on demand pay the replacement costs of that Goods as notified by BumbleB Floral.*

## 4 Fees and Charges

### 4.1 Hire Fee

4.1.1 In consideration for BumbleB Floral providing the Goods to the Customer for the Hire Period, the Customer agrees to pay the Hire Fee.

4.1.2 The Customer agrees to pay the Hire Fee for each day (or part thereof) in which the Customer has possession or control of the Goods, even where that period of possession or control exceeds the agreed Hire Period.

4.1.3 Unless otherwise stated, daily rates quoted are for eight hours operation per day or 40hrs per week for a weekly hire. Use of Goods over and above these limits will attract an increased Hire Fee at BumbleB Floral's discretion.

4.1.4 Where the Hire Contract specifies any minimum Hire Period, the Customer agrees to pay the Hire Fee for the entirety of that minimum Hire Period even where the Customer returns possession or control of the Goods to BumbleB Floral before the end of that minimum Hire Period.

### 4.2 Cancellation Fee

**Where a Customer makes a booking or reservation for Goods and:**

4.2.1 cancels that booking or reservation without reasonable notice (as defined by 1.1.2); or

4.2.2 fails to collect or take delivery of the Goods,

the Customer must pay a Cancellation Fee to BumbleB Floral (as defined by 1.1.1).

### 4.3 Deposits

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- 4.3.1 BumbleB Floral may at its discretion require the Customer to pay a deposit prior to the delivery of any Goods.
- 4.3.2 Where BumbleB Floral holds a deposit from the Customer, the deposit is security for the performance of the Customer's obligations in this Agreement and for the payment of all amounts owing by the Customer to BumbleB Floral, and not only in payment of the invoice price for the Goods or services to which the deposit relates.
- 4.3.3 The Customer is not entitled to require the return of the deposit until all such monies are paid and the Goods returned to BumbleB Floral in accordance with this Agreement.
- 4.3.4 BumbleB Floral may at any time, and without notice, apply any deposit held from the Customer in satisfaction of any amounts owing by the Customer to BumbleB Floral.

### 4.4 Card Charges

The Customer irrevocably authorises BumbleB Floral to charge to the Customer's credit card or account (as provided to BumbleB Floral) the Hire Fee, and other amounts owing by the Customer to BumbleB Floral under this Agreement.

### 4.5 Additional Charges

- 4.5.1 The Customer agrees that BumbleB Floral may charge to the Customer, and the Customer must pay to BumbleB Floral immediately on demand, the following additional charges:
- 4.5.1.1 *for any payment of a Hire Fee made by credit card, BumbleB Floral may charge the Customer a credit card surcharge;*
- 4.5.1.2 *costs associated with the extension of any Hire Period;*
- 4.5.1.3 *any fines or penalties charged to any person (including but not limited to BumbleB Floral and its employees, officers and shareholder), in any way connected with the use of the Goods during the Hire Period, including penalties for any vehicles hired to the Customer where the Goods or any part thereof is a vehicle and the parking fines, or traffic violations or penalties are incurred on the vehicle during the Hire Period, and even if the fines or penalties are received after the Hire Period; any physical damage to the Goods;*
- 4.5.1.4 *reasonable fees associated with any necessary cleaning on return of the Goods;*
- 4.5.1.5 *consumables used in relation to the Goods during the Hire Period;*
- 4.5.1.6 *any fines or penalties imposed by any regulatory agency arising out of use of the Goods; and*
- 4.5.1.7 *parts/labour/materials required to modify Goods at the Customer's request (if BumbleB Floral agrees to the modification) and any operation training requested by the Customer.*

### 4.6 Damaged Goods

- 4.6.1 Where the Goods is returned to BumbleB Floral and BumbleB Floral determines that the Goods:
- 4.6.1.1 *has been damaged;*
- 4.6.1.2 *and/or is not in good working order; and/or*
- 4.6.1.3 *is not capable of being hired to a third party due to the condition of the Goods upon its return by the Customer, the Customer agrees to continue to pay to BumbleB Floral on demand the Hire Fee for each day from the date of return until such time as the Goods is restored to good working order and is capable of being hired to a third party in the ordinary course of the Customer's Business.*
- 4.6.1.4 *BumbleB Floral must use reasonable endeavours to ensure that such Goods is restored to good working order within a reasonable amount of time from its return.*

### 4.7 Failure to Deliver

If BumbleB Floral is unable to deliver the Goods to the location requested by the Customer due to:

- 4.7.1 access to that location being unsafe or being obstructed;
- 4.7.2 the location being closed, locked, inaccessible or unattended at the notified delivery time; or
- 4.7.3 BumbleB Floral forming the opinion that delivery of the Goods to the location would present a risk to the health and safety of any person, or would present a risk of damage to any property, the Customer will be liable for the costs of attempted delivery (excluding in circumstances where the observed risk was beyond the control of the Customer);

### 4.8 Variation

Where BumbleB Floral provides written notice of any changes to the Hire Fee to the Customer, the Customer agrees to pay that increased Hire Fee on and from the date of notice from BumbleB Floral.

### 4.9 Interest

- 4.9.1 If the Customer fails to pay any amount when due, the Customer will pay to BumbleB Floral in addition to the amount due, interest on all outstanding amounts at a rate equal to the Queensland Law Society's standard contract default rate plus 2 percentage points.
- 4.9.2 The interest payable under clause 4.14.1: 4.14.2.1. accrues day to day from and including the due date for payment up to the actual date of payment; and
- 4.9.3 may be capitalised by BumbleB Floral at monthly intervals.

### 4.10 Costs

The Customer agrees to pay and indemnifies BumbleB Floral from and against all costs incurred by BumbleB Floral in recovering any unpaid amounts from the Customer.

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## 5 Termination

### 5.1 BumbleB Floral's right to terminate

- 5.1.1 BumbleB Floral may terminate this Agreement at any time with immediate effect by giving notice to the Customer:
- 5.1.2 for any reason, or for no reason, as determined by BumbleB Floral in its sole discretion;
- 5.1.3 where BumbleB Floral reasonably forms the opinion that the Customer is insolvent or is unable to pay its debts as and when they fall due;
- 5.1.4 the Customer fails to pay the whole or any part of the Hire Fee when due;
- 5.1.5 the Customer breaches any term of this Agreement and fails to remedy the breach within 10 Business Days after receiving notice from BumbleB Floral requiring it to do so.
- 5.1.6 Termination of this Agreement does not affect any accrued rights or liabilities of either party, nor any provision of this Agreement which expressly, or by implication, is intended to continue in force after termination.

### 5.2 Return of Goods on termination Upon termination:

- 5.2.1 the Customer must immediately make the Goods available for collection by BumbleB Floral, in good working order and free of damage; and
- 5.2.2 the Customer must immediately pay BumbleB Floral all monies owed by the Customer.

### 5.3 Entry into premises

- 5.3.1 If this Agreement is terminated for any reason, BumbleB Floral may take possession of the Goods and may enter onto the Customer's premises in order to remove, gain access to or take possession of the Goods.

## 6 Customer warranties

### 6.1 The Customer warrants that:

- 6.1.1 the Goods will be used in accordance with the conditions outlined in the Hire Agreement and only for the purpose for which it was intended;
- 6.1.2 the Goods will not be exposed to water, or operated or stored in any location where it might reasonably be exposed to water;
- 6.1.3 the Goods will not be exposed to corrosive substances (including, but not limited to sodium chloride, sulfuric acid and hydrochloric acid), or operated or stored in any location where it might reasonably be exposed to corrosive substances;
- 6.1.4 the particulars in the Hire Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;
- 6.1.5 the Goods will not be used for any illegal purpose;
- 6.1.6 the Customer will not, without BumbleB Floral's prior written permission, tamper with, repair or modify the Goods in any way, or permit another to do so;
- 6.1.7 the Customer agrees that the Goods complies with its description, is in merchantable condition and is fit for the Customer's purpose; and
- 6.1.8 the Customer agrees that the Goods has been received by the Customer in clean and good working order.

## 7 Use, Maintenance and Repairs

### 7.1 Use

- 7.1.1 The Customer must use the Goods in a safe and appropriate manner and must comply in all respects with all applicable laws, regulations, requirements, rules and warning labels reasonably necessary for the operation of the Goods.
- 7.1.2 The Customer must take all necessary steps to prevent injury occurring to persons or property as a result of the Customer's use of the Goods, or due to the condition of the Goods during the Hire Period.
- 7.1.3 The Customer must comply with any operations manual which is:
  - 7.1.3.1 *provided to it by BumbleB Floral;*
  - 7.1.3.2 *contained within the Goods; or*
  - 7.1.3.3 *reasonably accessible online by the Customer by conducting a google search for the Goods.*

### 7.2 Notice of Damage

If, during the Hire Period, the Goods is damaged in any way:

- 7.2.1 the Customer must notify BumbleB Floral immediately after the damage occurring; and
- 7.2.2 the Customer must not commence using the Goods again until BumbleB Floral inspects the Goods and confirms the Goods is safe to use.

### 7.3 Consent to repair or modify Goods

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The Customer must obtain BumbleB Floral's written consent before making any modification, replacement, alteration or repair whatsoever to the Goods.

## 7.4 Replacement Parts

7.4.1 The Customer undertakes to replace all parts which may from time to time become worn out, lost, stolen, compulsorily acquired, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use by damage or obsolescence.

7.4.2 All replacement parts will be the property of BumbleB Floral. The Customer must ensure that all replacement parts are free and clear of any third party interests (including any Security Interest). The Customer must also ensure that all replacement parts have a value and utility at least equal to the parts replaced, assuming such replaced parts were in the condition and repair required to be maintained by this Agreement.

7.4.3 In this clause 7.5, "parts" means any and all appliances, parts, instruments, appurtenances, accessories and other Goods of whatever nature constituting part of the Goods, or which may from time to time be incorporated or installed in, or attached to, the Goods.

7.5 BumbleB Floral may remedy If the Customer fails to carry out the requirements under this clause 7, then it will be lawful but not obligatory for BumbleB Floral to enter upon or into the premises of the Customer with workmen and others and all necessary materials for the purpose of carrying out those requirements and ensuring that the value of the Goods is not adversely affected.

## 8 Ownership

8.1 BumbleB Floral retains title to the Goods The parties agree that:

8.1.1 BumbleB Floral is and remains the sole and exclusive owner of the Goods; and

8.1.2 the Customer will have no right, title or interest in the Goods except as expressly set forth in this Agreement, notwithstanding, for example:

8.1.2.1 *the delivery of the Goods to the Customer's premises; and*

8.1.2.2 *any temporary attachment of the Goods to any land or buildings to facilitate use of the Goods.*

## 8.2 Personal Property

8.2.1 The Customer must ensure that the Goods remains Personal Property at all times during the Hire Period.

8.2.2 Except where expressly authorised by BumbleB Floral, the Customer must not permit:

8.2.2.1 *the Goods to be sold or otherwise disposed of; or*

8.2.2.2 *any Security Interest to be created over any items of Goods.*

## 9 Location of Goods

9.1 Customer acknowledges that the Hire Location specified in the Agreement is a Third-party Venue, which is neither owned nor operated by BumbleB Floral.

9.2 Customer agrees to adhere to and respect the operating hours of the Third-party Venue as specified by the venue's management.

9.3 The Customer understands that access to the premises for Goods collection, use and return is subject to the Third-party Venue's operating schedule.

9.4 The Customer shall comply with all rules and regulations established by the Third-party Venue concerning access to its premises, parking, and any other relevant rules. Failure to abide by these rules may result in consequences outlined in this Agreement.

9.5 The Customer enters the Third-party Venue at its own risk, and any injuries or death or damage to Goods or property that may occur while collecting, using, and returning Goods or in any other circumstances while the Customer is accessing the Third-party Venue are the responsibility of the Customer;

9.6 Customer must only take into their possession, Goods detailed on an active Hire Schedule provided to the Customer by BumbleB Floral.

9.7 Customer is responsible for ensuring that, the Third-party Venue is booked and secured for the Hire Period.

9.8 The Customer acknowledges that BumbleB Floral representatives will only be present at the Hire Location during the Hire Period. Third-party Venue representatives are not authorised to represent BumbleB Floral with any Customer enquiries regarding the Goods and terms herein.

9.9 The Customer must not remove any of the Goods from its premises without BumbleB Floral's prior written consent.

9.10 BumbleB Floral's rights must prevail Notwithstanding any other provision in this Agreement, if the Goods has become affixed to any land or premises in a manner that BumbleB Floral considers has prejudiced or jeopardised or may prejudice or jeopardise BumbleB Floral's rights in or title to the Goods, the Customer must take any action that BumbleB Floral requests to preserve BumbleB Floral's rights in and title to the Goods.

## 10 Inspection of Goods

10.1 Customer's inspection

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- 10.1.1 The Customer acknowledges and confirms that:
- 10.1.1.1 *it has inspected the Goods prior to the execution of this Agreement; and*
- 10.1.1.2 *it is satisfied with the condition, quality and safety of the Goods and that the Goods is fit for the Customer's purposes.*
- 10.1.1.3 *The Customer agrees to accept the Goods, as is and where is, subject to the terms of this Agreement.*

### 10.2 BumbleB Floral's inspection during Hire Period

- 10.2.1 BumbleB Floral reserves the right to inspect the Goods during the Hire Period. The Customer must make the Goods available for inspection by BumbleB Floral upon BumbleB Floral giving reasonable notice.

### 11 No Warranties

To the fullest extent permitted by law, BumbleB Floral disclaims all and any warranties in respect of the Goods whether express or implied.

### 12 Loss and Damage

#### 12.1 Risk of loss and damage

- 12.1.1 the Customer assumes and bears the entire risk of loss and damage to the Goods from any and every cause whatsoever.

#### 12.2 Event of loss or damage

- 12.2.1.1 *Report and provide full details to BumbleB Floral of any Goods failure, breakdown or malfunction immediately after the incident occurring;*
- 12.2.1.2 *Co-operate and comply with any troubleshooting or return procedures as instructed by BumbleB Floral representatives;*
- 12.2.2 In the event of loss or damage of any kind whatever to the Goods, the Customer must, at BumbleB Floral's option:
- 12.2.2.1 *place the same in good repair, condition and working order; or*
- 12.2.2.2 *replace the same with like Goods in good repair, condition and working order; or*
- 12.2.2.3 *pay to BumbleB Floral the replacement cost of the Goods.*

### 13 Indemnity

- 13.1 The Customer agrees to indemnify and holds harmless BumbleB Floral against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, arising out of, connected with, or resulting from the use of misuse of the Goods by the Customer or any other person during the Hire Period.
- 13.2 BumbleB Floral may enforce these rights of indemnity at any time including before BumbleB Floral has incurred the liability, loss or cost.

### 14 Taxes

The Customer must pay all applicable GST, stamp duties, tolls, licence fees, registration fees, fines, penalties, levies, freight or other charges or imposes imposts arising from the use or operation of the Goods as and when they fall due.

### 15 Liability of BumbleB Floral

- 15.1 The liability of BumbleB Floral for any breach of the Agreement or any related order or contract and/or in tort (including negligence) is limited at BumbleB Floral's option to the Hire Fee paid by the Client to BumbleB Floral.
- 15.2 To the fullest extent permitted by law, BumbleB Floral shall not be liable to the Customer for:
- 15.2.1 any loss of profit, loss of goodwill, loss of opportunity and/or any special, punitive, indirect or consequential loss or damage incurred by the Customer or any other person whether directly or indirectly related to this Agreement;
- 15.2.2 any loss or damage caused to the Customer by reason of any delay, lack of supply, industrial action, fire, flood, riot, war, embargo, civil commotion, act of God or any other event which is beyond BumbleB Floral's control;
- 15.2.3 any loss, damage or claim of any kind arising as a result of the Customer and/or any other person sustaining injury, ailment or death as a result of the Customer's use, maintenance, repair, storage or transport of the Goods whether directly or indirectly related to this Agreement;
- 15.2.4 any loss, damage or claim of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage) in contract, tort, statute or in any other way for injury, sustained by the Customer and/or any other person;
- 15.2.5 any loss, damage or claim arising from or in connection with this Agreement and/or the Goods and/or Services provided by BumbleB Floral; and
- 15.2.6 BumbleB Floral shall not be liable to any third party for any claim whatsoever arising out of or in connection with the Good and/or Services, and the Customer indemnifies BumbleB Floral accordingly.
- 15.2.7 To the fullest extent permitted by law, all warranties implied by statute or otherwise are excluded.

### 16 Additional Requirements

The Customer must, at the request of BumbleB Floral, provide such further information as is required by BumbleB Floral, whether for the purpose of assessing the Customer's creditworthiness or otherwise.

### 17 GST

- 17.1 Definitions Any terms capitalised in clause 21 and not already defined in clause 1.1 have the same meaning given to those terms in the GST Act.

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17.2 GST exclusive The consideration for a Supply made under or in connection with this Agreement does not include GST (unless expressly stated otherwise).

17.3 Taxable Supply If a Supply made under or in connection with this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable BumbleB Floral must give the Recipient a Tax Invoice for the Supply.

### 18 Additional Documents

18.1 The Customer must, at the request of BumbleB Floral, provide such further information as is required by BumbleB Floral, whether for the purpose of assessing the Customer's creditworthiness or otherwise.

18.2 The Customer must execute and deliver to BumbleB Floral any documents that BumbleB Floral deems necessary or desirable to protect the interests of BumbleB Floral in the Goods.

### 19 Cross Hire

19.1 The Customer must not sub-lease or cross-hire the Goods to any other person without BumbleB Floral's prior written consent.

19.2 Where the Goods is sub-leased or cross-hired to any person:

19.2.1 the Customer remains principally liable to BumbleB Floral under this Agreement; and

19.2.2 the Customer must procure that the relevant sublessee or cross-hiree agrees to be bound by the terms no less favourable than the terms of this Agreement.

### 20 Force Majeure

20.1 Subject to clause

20.1.1 neither the Customer or BumbleB Floral will be responsible for any delays in delivery, installation or collection of the Goods due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation

20.1.2 Nothing in clause

20.1.3 will limit or exclude the Customer responsibilities and liabilities under the Hire Agreement for Goods that is lost, stolen, or damaged during the Hire Period, or has broken down or become unsafe to use as a result of the Customer conduct or negligence or breach of the Hire Agreement

### 21 General

21.1 Entire Agreement

This Agreement constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations between the parties and all representations or warranties made by a party unless repeated in this Agreement.

21.2 Costs

Each party will bear its own legal costs and disbursements of and incidental to the preparation and execution of this Agreement.

21.3 Waiver

No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

21.4 No merger

The covenants, conditions, provisions and warranties contained in this Agreement do not merge or terminate upon a termination of this Agreement, but to the extent they are capable of having effect, remain in full force and effect.

21.5 Notice

21.5.1 A notice, demand, consent, approval, request or other communication (notice) to be given under this Agreement:

21.5.1.1 *must be in writing in English;*

21.5.1.2 *must be delivered by a method contemplated by the table in this clause 25.5; and*

21.5.1.3 *shall be duly received at the time and on the day set out in the table in this clause*

21.6 Delivery

21.6.1 Method Duly Received Personal delivery to the party to whom the notice is addressed. When it is personally delivered. Sent by registered post or express post. On the 3rd Business Day after posting by registered post. On the next Business Day following express post. Sent by courier. On the day that the courier records delivery of any notice sent by courier. Transmission by email. On the day of transmission by email.

21.6.2 Where any notice is personally delivered or transmitted by facsimile or email after 5:00pm on any day, it shall be treated as having been duly given and received at 9:00am on the next Business Day.

### 22 Governing law

22.1 This Agreement is made under and will be governed by the laws of Queensland.

22.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland.

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## 23 Assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of each other party, which consent may be given or withheld, or given on conditions, in the absolute discretion of each other party.

## 24 Severability

This Agreement will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision is found to be illegal, invalid or unenforceable:

- 24.1 that provision will, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in the circumstances to give it a valid operation; or
- 24.2 if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability.

## 25 Amendments in writing

These Hire Contract Conditions may be changed by BumbleB Floral with notice of the amendment to the Customer. Notice is deemed given when BumbleB Floral:

- a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer or
- b) publishes the amended terms on its website or
- c) displays the amended terms at premises from which BumbleB Floral conducts hire operations.

Changes to these Hire Contract Conditions will only apply to Hire Schedules initiated after the Customer receives notice through one of the methods above.

## 26 Counterparts and exchange

This Agreement is validly executed if executed in one or more counterparts and may be exchanged electronically by email.