

# Glamping New England

## Terms and Conditions

These terms and conditions outline what Glamping New England expects in regards to looking after our tents. Essentially, treat the tents like they are your own. Don't smoke in them, don't have fires too close, take your shoes off when you go inside and don't try to relocate or move the tent - you can damage it if you don't know how to handle it. Please enjoy our tents - we love them and think you will too!

If you have any questions, please feel free to give us a call - Rose on 0427 442 533 or Pip on 0400 148 271

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this document, unless the context or subject matter requires otherwise:

- (1) **Agreement** means the Booking Order Form and these Terms and Conditions
- (2) **Booking Order Form** means the Owner's booking order form which sets out the particulars of the Agreement and is signed by or on behalf of the Hirer.
- (3) **Business Day** means, in respect of a payment to be made or other action to be performed under the Agreement, a day that is not a Saturday or Sunday, or any other day which is a public holiday or a bank holiday in the state or territory in which the Agreement is made;
- (4) **Claim** means in relation to a person, corporation or other legal entity, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to

be made or recovered by or against such person, corporation or legal entity however arising and whether ascertained or unascertained;

(5) **Commencement Date** means the date on which the Hire Period commences as specified in the Booking Order Form;

(6) **Condition Report** means the report documenting the condition of the Goods at the beginning of the Hire Period to be prepared by the Owner and reviewed and agreed upon with the Hirer on the Commencement Date.

(7) **Delivery Address** means the address specified in the Booking Order Form as being the address at which the Owner is to deliver the Goods to the Hirer on the Commencement Date where the Goods are hired on a Fixed Location Hire basis.

(8) **Expiry Date** means the date on which the Hire Period ends as specified in the Booking Order Form or on such other date as is agreed between the Parties. In the event that the Goods are stolen or damaged then the expiry date will be the date on which the insurance company accepts a claim for the goods having been stolen or damaged;

(9) **Fixed Location Hire** means the Goods are hired on the basis that the Owner will deliver and pick up the Goods to and from an agreed location as specified in the Booking Order Form accepted by the Owner;

(10) **Goods** means a Glamping New England tents and/or all items listed in the Hire Inventory including any replacement, altered or substitute part, and all appliances, parts, components, accessories and other equipment which may from time to time may be incorporated or installed in or attached to the Goods, and any additional materials provided by the Owner as specified in the Booking Order Form (if any);

(11) **Goods and Services Tax (GST)** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

(12) **Hirer** means a person, organisation, firm, partnership or other entity who has signed the Booking Order Form or whom the Booking Order Form has been signed on behalf of, to hire the Goods;

(13) **Hire Fee** means the amount specified in the Booking Order Form as being the cost of hiring the Goods for the Hire Period;

(14) **Hire Period** means the period beginning on the date specified in the Booking Order Form as being the Commencement Date and ending on the date specified as being the Expiry Date;

(15) **Laws** means any statute, decree, rule or regulation or any determination, order or award of any court or any governmental, judicial or public body or authority applicable to the Hirer;

(16) **Owner** means *Glamping New England* of 253 Eastern Ave, Kentucky NSW, 2354, its agents, servants and/or employees;

(17) **Parties** or **Party** means the Owner and/or the Hirer;

(18) **PPSA** means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it;

(19) **PPSR** means the Personal Property Securities Register established pursuant to the PPSA;

(20) **Proceeds** has the same meaning as in section 31 of the Personal Property Securities Act 2009 (Cth);

(21) **Security Bond Fee** means the sum of:

(b) \$100.00 for one tent and all associated Goods

which is payable by the Hirer;

(22) **Security Interest** has the same meaning as in section 12 of the Personal Property Securities Act 2009 (Cth);

(23) **Terms and Conditions** means these Glamping New England terms and conditions;

(24) **Write-Off** means damaged to the extent that in the opinion of a relevant insurer, repair of the Goods would be impractical or uneconomical.

1.2 **Interpretation** In the interpretation of any part of the Agreement, unless the context or subject matter otherwise requires:

- (1) a reference to a party includes that party's agent(s), permitted assigns, executors, administrators, substitutes, and successors;
- (2) each covenant by two or more persons as a party is made jointly by all and severally by each;
- (3) the singular includes plural and vice versa;
- (4) the headings in this Agreement are inserted for convenience only and do not form part of the Terms and Conditions;

## 2. HIRING OF GOODS

2.1 Subject to clause 3, the Owner agrees to let the Goods to the Hirer and the Hirer agrees to take the Goods on hire, for the Hire Period on the Terms and Conditions set out in this document.

2.2 Where the Goods are hired on a Fixed Location Hire basis, the Owner shall deliver the Goods to the Delivery Address on the Commencement Date and if necessary, ensure that the Goods are installed, prepared and ready for use.

2.3 The Hirer is entitled to the sole use and benefit of the Goods for the Hire Period.

## 3. PAYMENT OF FEES

3.1 The Hirer is required to pay the Security Bond Fee on the date of signing the Booking Order Form and the Hirer acknowledges that such form will have no effect unless and until the Security Bond Fee has been paid.

3.2 The Hirer must pay the balance of the Hire Fee as well as the Security Bond Fee on or by the date which is 21 calendar days prior to the Commencement Date.

3.3 Payment of the fees can be made by cash or direct bank deposit into the bank account specified in the Booking Order Form.

3.4 All fees are exclusive of GST, unless otherwise stated. To the extent that any supply made under or in connection with the Agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.

3.5 The Hirer's obligation to pay any of the fees set out in this clause is absolute and unconditional and is not affected by:

- (1) any defect in the Goods;
- (2) the condition or fitness for use of the Goods; or
- (3) any interruption or other restriction of or against the Hirer's use of the for any reason.

## 4. HIRER'S WARRANTIES

4.1 The Hirer represents and warrants to the Owner that:

- (1) If the Hirer is a corporation:
  - (a) it is duly incorporated under the Corporations Act 2001 (Cth) and has the power to carry on its business and full power and authority to enter into, observe and do all things required by, the Agreement;
  - (b) the person signing on behalf of the corporation is duly authorised to enter into the Agreement on behalf of the corporation and if in breach of this warranty, agrees that he or she shall be personally liable for performance of the corporation's obligations;
- (2) except as disclosed in writing to the Owner and dispensed with in writing by the Owner, neither the execution nor performance of the Agreement will:
  - (a) violate in any respect any Laws;

(b) conflict with or result in any breach of, or require any consent or approval under, any mortgage, agreement or other undertaking or instrument to which the Hirer is a party or which is binding upon the Hirer or any of the Hirer's assets;

(3) except as disclosed in writing to the Owner and dispensed with in writing by the Owner, the Hirer is not in default or difficulty under any deed, agreement or other document or obligation to which it is a party or by which it is bound, or in respect of any financial commitment or obligation (including obligations under guarantees or other contingent liabilities), which default or difficulty is reasonably likely to adversely affect the ability of the Hirer to comply with its obligations under the Agreement;

(4) except as disclosed in writing to the Owner and dispensed with in writing by the Owner, no litigation or administrative or other proceedings before or of any court or governmental authority or agency or other tribunal have, to the knowledge of the Hirer, been initiated or threatened against the Hirer or any of the Hirer's assets which would, might or have a materially adverse effect upon the business, assets or financial condition of the Hirer;

(5) the Hirer is not the trustee of any trust and accordingly enters into the Agreement on its own behalf and not as trustee of any trust.

## 5. OWNERSHIP OF THE GOODS

5.1 The Hirer acknowledges that during the Hire Period the Owner retains full title to the Goods subject only to the rights of the Hirer as a mere bailee of the Goods with a right only to possess and use the Goods in accordance with and under the Agreement.

5.2 The Hirer does not have any right, option or obligation to purchase the Goods and acknowledges that no representation to that effect, express or implied, written or oral, has been made by or on behalf of the Owner to the Hirer at any time.

5.3 The Hirer must not place, or allow to be placed, on the Goods any plates or marks that are inconsistent with the Owner's ownership of the Goods.

5.4 The Hirer is required, if necessary, to notify third parties that the Owner is the owner of the Goods.

## 6. EXCLUSION OF LIABILITY

6.1 If the Goods have a value or are of a kind ordinarily acquired for personal, domestic or household use or consumption such as to attract the coverage of the Australian Competition and Consumer Act 2010 to the Agreement or any comparable legislation of any other state or territory, certain conditions and warranties will be implied into the Agreement and the rights and remedies conferred upon the Hirer with respect to the Goods which cannot be excluded, restricted or modified by agreement (“the non-excludable terms”).

6.2 If there are any non-excludable terms in the Agreement the provisions of clause 6.4 will not apply.

6.3 The Hirer acknowledges that with respect to any non-excludable terms, the Owner’s liability is, where permitted, limited to replacement (or the cost of replacement) of the Goods, the supply (of the cost of supply) of equivalent Goods or the repair (of the cost of repair) of the Goods.

6.4 Subject to clause 6.1, the Hirer agrees that to the full extent permitted by law neither the Owner gives, nor any dealer, other previous owner of the Goods or any person purporting to act with the authority of the Owner has given, any condition, warranty or representation whatsoever in favour of the Hirer:

(a) as to the condition or quality of the Goods including, without limitation, latent and other defects and whether or not discoverable by the Owner of the Hirer;

(b) as to the suitability or fitness for ordinary or any special use of purpose of the Goods; or

(c) as to the correspondence by the Goods to any description of them.

6.5 No further or other covenants or provisions, whether in respect of the Goods or otherwise will be deemed to be implied into the Agreement or will arise between the Hirer and the Owner by way of collateral or other agreement by reason of any promise, representation, warranty, undertaking given or made by the Owner, any dealer, other previous owner of the Goods or any person purporting to act with the authority of the Owner either on or prior to the Commencement Date.

6.6 Any covenant or provision which is deemed by statute to be incorporated into the Agreement by the operation of which may be lawfully excluded, restricted

or modified by agreement between the Hirer and the Owner or otherwise is hereby, to the maximum extent possible, so excluded restricted or modified.

6.7 Subject to clause 6.1, in no event will the Owner be liable (whether before or after the Expiry Date) for any loss or damage which the Hirer suffers arising from, or caused or contributed by, the Owner's negligence nor will the Owner be liable for special, indirect or consequential loss or damage as a result of a breach by the Owner of the Agreement, including but not limited to loss of profits or revenue, the costs arising from the loss of the use of the Goods and the costs of any substitute Goods which the Hirer acquires.

6.8 The Hirer acknowledges that it enters into the Agreement having carried out its own due diligence as to the condition, suitability and fitness of the Goods for the Hirer's purpose and that it has not relied on the Owner's skill and judgment or on any representation made by or on behalf of the Owner.

## 7. COVENANTS REGARDING POSSESSION AND USE OF GOODS

7.1 The Hirer must at all times keep and maintain the Goods, ensuring that they are properly serviced and in proper working order condition (i.e. capable of being operated fully and efficiently for the purpose, and to the capacity, for which the Goods were intended) and in good and substantial repair, normal fair wear and tear excepted. In particular, the Hirer must:

- (1) ensure that the Goods are kept in a secure location at all times;
- (2) not smoke or permit smoking inside the Goods or under the awning area/s;
- (3) use only a damp cloth (not mop and bucket) to clean the floor of the Goods;
- (4) remove all waste material before the returning the Goods at the end of the Hire Period;
- (5) not leave the awning set up in windy or wet conditions or when the Goods are unattended;

(6) ensure that no items are attached, tied or carried on the roof or side of the Goods at any time;

(7) not store inside the Goods any items which are likely to mark or tear the floor, or otherwise damage any part of the inside of the Goods.

7.2 The Hirer will be liable for any loss of, or damage to, the Goods (however occasioned). The Hirer must give reasonable notice to the Owner in writing of any such loss or damage.

7.3 The Hirer must only operate and maintain the Goods in accordance with recognised methods and standards for Goods of their type. Without limiting the generality of this clause 7.3, the Hirer warrants that it will use the Goods in accordance with the Operation Manual provided by the Owner.

7.4 The Hirer must not use the Goods for any illegal purpose.

7.5 The Hirer must not, without the prior written consent of the Owner, make any replacement, alteration or addition of any nature which may lead to a material reduction in the value of the Goods. In this clause, "parts" means any and all appliances, parts, instruments, appurtenances, accessories and other equipment 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.

7.6 The Hirer must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the Goods.

7.7 If any additional or other equipment, appliance, part or instrument, appurtenance, accessory, replacement or alteration is required to be acquired, incorporated or installed in, or attached or made to, the Goods in order to comply with applicable laws, regulations, requirements or rules, the Hirer agrees to acquire, incorporate, install, attached or make such addition, equipment, appliance, part or instrument, appurtenance, accessory, replacement or alteration forthwith upon becoming aware of the requirement or upon demand by the Owner. Any such additional or other equipment, appliance, part or instrument, appurtenance, accessory, replacement or alteration will, unless otherwise agreed in writing by the Owner, without any further act of the Owner and the Hirer or either of them become the property of the Owner and be considered part of the Goods for all purposes of the Agreement.

7.8 The Hirer must promptly give written notice to the Owner of any damage to the Goods, any hazards threatening or affecting the Goods and/or any hazards arising from the Goods for which the Owner might be liable.

7.9 The Hirer must not, without the Owner's prior written consent, organise for any maintenance or repairs to be carried out to the Goods but where such consent has been obtained and maintenance and/or repair works are carried out, the Hirer must provide the Owner with receipts for such works.

7.10 The Hirer will at all times comply with the reasonable requirements of any such expert and of the Owner as to any repair, removal or replacement or the remedying of any deficiency.

7.11 The Hirer is required to provide the Owner with details of any branding which is intended to be applied to the Goods during the Hire Period and the Owner may at its discretion refuse to consent to such branding.

7.12 The Hirer must not without the Owner's prior written consent, remove, change, alter or deface any name, name plate, identification number, trademark or any other identifying mark or number on the Goods except so as to indicate any replacement, alteration or addition.

7.13 The Owner retains the right to deduct from the Security Bond Fee any amounts incurred by the Owner to rectify damage arising out of the Hirer's breach of any provision of this clause 7.

(8) The Hirer will not allow any fires within 4 metres of the goods without the prior express approval of the owner

## 8. RELOCATION RESTRICTIONS

8.1 The Hirer is not authorised move the bell tents.

## 9. DAMAGE, ACCIDENTS AND THEFT/MALICIOUS

9.1 In the event of an incident of theft or malicious damage, the Hirer must report such incident to the police and provide the Owner with the police reference number.

9.2 The Owner will not be liable for any inconvenience, loss or damage whatsoever suffered by the Hirer due to any accident, theft or malicious damage involving the Goods.

9.3 The Hirer will not be entitled to any refund of the Hire Fee where the Goods become unavailable for use due to theft which occurs or the Goods being damaged, during the Hire Period.

9.4 The Hirer will be liable to pay to the Owner the Hire Fee for the period time in which the Goods are unavailable for hire due to damage, accident or an incident of theft which was caused by the Hirer's recklessness and/or negligence.

## 10. INSURANCE

10.1 The Owner shall be responsible for effecting a general insurance policy or policies in respect of the Goods to cover the Goods in relation to (including but not limited to): damage or destruction and public liability.

10.2 The Hirer must not at any time do or cause to be done to the Goods (i.e. use, modify or otherwise alter) anything which would render void or voidable the Owner's insurance policy(ies) covering the Goods.

10.3 The Hirer may request and the Owner may agree, in writing, to increase the insurance coverage in respect of the Goods on account of additional risk and in such circumstances, the Hirer will be required to pay any additional premiums or other costs associated with extending the insurance coverage for this purpose.

## 11. INDEMNITIES

11.1 The Hirer agrees to use, operate and possess the Goods at the Hirer's risk.

11.2 The Hirer acknowledges and agrees that the Owner will have no responsibility or liability for any loss or damage to any property of the Hirer.

11.3 To the full extent permitted by the law, the Hirer releases and discharges the Owner from:

(1) all claims and demands on the Owner;

(2) any loss or damage whatsoever and whenever caused to Hirer whether by way of death, or injury to, any person of any nature or kind, accident or damage to property, delay financial loss or otherwise arising directly or indirectly from or incidental to a breakdown of, or defect in, the Goods or any accident to or involving the Goods or their use, operation, repair, maintenance or storage (whether caused by the negligence of the Owner or otherwise) or which may otherwise be suffered or sustained in, upon or near the Goods.

11.4 The Hirer assumes full liability for, and indemnifies and will keep indemnified, protected, saved and harmless the Owner from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort):

(1) arising out of or alleged to arise out of the delivery, selection, purchase, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of the Goods, and by whomsoever used or operated (except where used by the Owner or by any other person by or on behalf of the Owner);

(2) incurred by the Owner in respect of any loss of the Goods by seizure, distress, execution or other legal process, confiscation or forfeiture of the Goods; or

(3) arising out of any claim for patent, trademark or copyright infringement, for strict liability, or for any other reason being made against the Owner in connection with the Goods or their operation.

11.5 The Hirer must reimburse the Owner for all and any costs, charges, expenses, fees, disbursements (including all reasonably legal costs on a solicitor and own client basis) paid or incurred by the Owner of or incidental to:

(1) any breach, default or repudiation of the Agreement by the Hirer (including the fees of all professional consultants properly incurred by the Owner in consequence of, or in connection with, any such breach, default or repudiation);

(2) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Owner under or by virtue of the Agreement, including all amounts incurred in repossessing the Goods from the Hirer under the Agreement and in enforcing the Agreement generally.

11.6 The Owner retains the right to deduct from the Security Bond Fee any amounts owing to the Owner under any provision of this clause 12.

11.7 The indemnities contained in this clause 12 will continue in full force and effect notwithstanding the termination of the Agreement whether by expiration of time or otherwise as to any act or omission relating to the Goods occurring during the continuance of the Agreement which at any time is claimed to have created a cause of action against the Owner.

11.8 The Hirer will ensure agreement with all owners of the land on which the tents will be set up. The owner will not be responsible for damages to private property associated with the land on which the tents are set up.

## 12. CANCELLATION AND EARLY TERMINATION:

12.1 In the event that the Agreement is terminated by the Hirer prior to the Commencement Date, the Security Bond Fee will be refunded by the Owner on the following basis:

- (1) in full, if the Agreement is cancelled 21 days or more from the Commencement Date;
- (2) no refund – if the Agreement is terminated within 21 days of the Commencement Date, the Hirer is a “no show” or the Agreement is terminated early without reason.

12.2 There will be no refund of the Hire Fees or Security Bond Fee if the hire is terminated within three days of the hire period.

12.3 The Hirer may cancel the Agreement and request an alternative booking to hire the Goods and in such circumstance, the Owner may at its discretion, credit the Security Bond Fee to that alternate booking.

12.4 The Owner may terminate the Agreement at any time by giving notice in writing to the Hirer and will not be responsible for any consequential loss or damages suffered by the Hirer provided that the Owner refunds in full to the Hirer the Security Bond Fee and/or the Hire Fee already paid by the Hirer.

## 13. EXTENSION OF HIRE PERIOD

13.1 The Hirer may at any time during the Hire Period request, and the Owner may agree, in writing, to extend the Hire Period subject to availability of the Goods.

13.2 If the Owner agrees to grant the Hirer's request to extend the Hire Period then the Hirer must make full payment of the applicable additional Hire Fee on the date on which the extension is granted and the Owner's agreement to extend the Hire Period will be conditional upon such payment being made.

## 14. RETURN OF GOODS

14.1 When the Goods are hired on a Fixed Location Hire basis:

(1) on the Expiry Date or an earlier date (if the Agreement is cancelled prior to the end of the Hire Period), the Owner will collect the Goods from the Pick-Up Address by 1.00pm or another time which has been agreed between the Parties.

(2) if the Goods are not made readily available to the Owner for pick up at the Pick-Up Address on the Expiry Date then the Owner may, without any notice to the Hirer and at the Hirer's expense, enter upon or into a location (at which the Goods are believed to be) to retake possession of the Goods;

(3) if the Hirer fails to make the Goods available for pick up as and when required by clause 15.1(1) and has also failed to obtain the Owner's consent to an extension of the Hire Period under clause 14 then the Hirer will be liable to pay to the Owner an additional penalty fee of AUD \$150.00 per day in addition to the Hire Fee.

14.2 The Hirer must return the Goods to the Owner in the same state and condition as they were in when the Hirer took possession of the Goods on the Commencement Date normal fair wear and tear excepted.

14.3 If the Goods are deemed by the Owner not to have been returned in the condition required by clause 15.3, the Hirer will be liable to pay the cost(s) of restoring the Goods to their original condition as at the Commencement Date, the amount of which is to be determined by the Owner, and the Owner will be entitled to deduct such amount from the Security Bond Fee.

14.4 The Security Bond Fee shall be refunded (either in part or whole) by the Owner to the Hirer within seven (7) days of the date on which the Goods were returned to the Owner, subject to the Owner's entitlement to deduct any amounts owing to the Owner under the Agreement.

## 15. PERSONAL PROPERTY SECURITIES

15.1 If chapter 4 (chapter relating to the enforcement of Security Interests) of the PPSA does apply to the enforcement of a Security Interest arising under or in connection with the Agreement, the Hirer agrees that section 95 (notice of removal of accession), section 96 (when a person with an interest in the whole may retain accession), subsection 121(4) (enforcement of liquid assets – notice to grantor), section 125 (obligation to dispose of or retain collateral), section 130 (notice of disposal), paragraph 132(3)(d) (contents of statement of account after disposal), subsection 132(4) (statement of account if no disposal), section 142 (redemption of collateral), section 143 (reinstatement of security agreement) will not apply to the enforcement of that Security Interest.

15.2 Despite clause 16.1, notices or documents required or permitted to be given to the Owner for the purposes of the PPSA must be given in accordance with the PPSA.

15.3 The Hirer consents to the Owner effecting a registration on the PPSR (in any matter the Owner considers appropriate) in relation to any Security Interest arising under or in connection with the Agreement and the Hirer agrees to provide all assistance reasonably required by the Owner to facilitate this.

15.4 The Hirer waives its right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

15.5 The Hirer acknowledges that if the Owner's interest under the Agreement is a Security Interest for the purposes of the PPSA:

- (1) That Security Interest relates to the Goods and all Proceeds of any kind;
- (2) The Agreement is a Security Agreement for the purpose of the PPSA.

## 16. MISCELLANEOUS

16.1 The Owner reserves the right to refuse hire to any persons.

16.2 The Owner may at any time grant a Security Interest in, assign or otherwise deal with the Goods or its right, title and interest pursuant to the Agreement.

16.3 The Hirer must not, without the Owner's written consent, assign or grant a Security Interest in, the Agreement nor any of its rights or obligations under the Agreement.

16.4 If any clause of the Agreement is found to be void, voidable or unenforceable, the validity and enforceability of the remaining clauses will continue in full force and effect and will not in any way be affected or impaired.

16.5 Time is of the essence of the Agreement, in particular the payment of amounts owing.

16.6 The Hirer must at its expense do any further act and execute any further documents which the Owner may reasonably request in order to protect the Owner's title and the Owners rights, powers and remedies under the Agreement.

16.7 The Agreement will be constructed in accordance with the laws of New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals therefrom.

16.8 Owner may, at any time, change these terms and conditions by giving the Hirer written notice of the changes. The Hirer will be deemed to have accepted the changes unless the Hirer notifies the Owner immediately of its non-acceptance of the changes. All Goods and services supplied by the Owner to the Hirer after the Hirer receives a notice of change in accordance with this clause are supplied in accordance with the new terms and conditions.

16.9 Any notice deemed to be given in relation to this Agreement will be deemed to be duly given or more if it is in writing. Any notice sent by post will be deemed to have been received the second Business Day after the day on which it was posted.