

## Terms & Conditions of Hire

Payment of money is required before equipment leaves our warehouse. (unless arranged otherwise) A deposit may be required upon confirmation of your booking. Quotes are valid for 14 days and are subject to our normal terms and conditions of hire. Equipment and pricing may vary slightly subject to availability. If discounts are stated, the amount is not applied against all line items, as not all products qualify for discount. Eg – sundries, labour, consumables, party hire and selected other equipment.

### 1. Interpretation

- a) **'Contract'** means the Contract comprised of the particulars as set out on the Hire Quotation & Booking Sheet.
- b) **'Customer'** means and includes the company, firm or person, the name of which is set out on the Hire Quotation and Booking Sheet and any person whether as employee or authorised agent who enters into this Contract on behalf of such company, firm or person.
- c) **'Equipment'** means the goods specified on the Hire Quotation and Booking Sheet.
- d) **'Supplier'** means Stage & Audio, its employees and agents.

### 2. Payment Terms

Unless otherwise stipulated, the Customer shall pay to the Supplier the hiring charges upon the issue of a Tax Invoice at the beginning of the period of hire. Payment is due and payable on the date of issue of the Tax Invoice.

If the Customer fails to pay amounts due and owing to the Supplier in accordance with these terms then the Customer shall be liable to pay interest on the amount owing at a rate of 2.5% per month from the due date of payment and calculated on a daily basis, together with any costs incurred by the Supplier in recovering the amount owing, including but not limited to all legal costs and collection agency fees. If discounts are stated below, the amount is not applied against all line items, as not all products qualify for discount. Eg – sundries, labour, consumables, party hire and selected other equipment.

### 3. Proper Use and Ownership of Equipment

The Customer shall at all times use the Equipment in a skilful and proper manner for the purposes intended, and in the manner recommended by the manufacturer. The Customer agrees and acknowledges that at all times the Equipment is and remains the property of the Supplier.

During the period of hire, the Customer shall not sell, lease, assign, transfer, part with possession of or deal with the Equipment in any manner which may affect, directly or indirectly, the Supplier's ownership of the Equipment.

The Customer shall accept full responsibility for the care of the Equipment during the period of hire and during any other time outside the prescribed period whilst the goods may be in the Customer's possession or otherwise.

The Supplier reserves their right to inspect the Equipment whether to access the performance or conditions use at any time.

The Supplier may, without prejudice to any of its other rights and without previous notice to the Customer, retake and resume possession of the Equipment which remains the property of the Supplier and, by its servants or agents, may enter upon the Customer's premises or any other place where the goods may be upon the occurrence of any one or more of the following:

- Where the Customer commences to be wound-up or a liquidator is appointed (provisional or otherwise) or the Hirer is placed under official management or a Receiver or Receiver and Manager is appointed or an encumbrance takes possession of its undertaking or property;
- (i) Where the Customer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor;
- (ii) Where the Customer fails to pay the whole or any part of the hire of the goods or any other charges for the goods supplied hereunder or for any other equipment or services supplied to the Customer by the Supplier when due;
- (iii) Where the Customer parts with possession of the goods;
- (iv) Where any other terms or conditions of the Contract between the Customer and Supplier are breached by the Customer.

The Customer shall be responsible for any damage to any premises occasioned by removal of the Equipment and shall hereby indemnify the Supplier in respect of any proceedings brought against the Supplier arising from the removal of the Equipment.

### 4. Security Deposit

The Supplier shall hold the deposit as security for the due performance by the Customer of its obligations and may apply the whole or part of the deposit at any time against monies due but unpaid or any expenses, loss or damage incurred by the Supplier as a result of the failure of the Customer to perform properly its obligations. Any application of this deposit pursuant to this clause shall be without prejudice to any other rights of the Supplier arising out of these Terms & Conditions of Hire. The Customer shall be entitled to receive full refund of any security deposit if no loss or damage is incurred and the Equipment is returned by the due date.

### 5. Breakdown and damage

The customer shall be responsible for any loss or damage to the Equipment for any reason whatsoever except loss or damage as a result of reasonable wear and tear or inherent defects with the Equipment. Should the Equipment suffer any loss or damage and whether mechanical, electrical or otherwise (including, but not limited to, lamps, speakers, cones, diaphragms & components deemed to be consumables) and howsoever incurred whether or not whilst in the possession of the Customer, the Customer shall pay the Supplier on demand a further sum as stipulated by the Supplier to cover such loss or damage.

In the event of breakdown or failure of the Equipment the Customer shall notify the Supplier immediately and return the Equipment to the Supplier's premises as soon as practicable. No claim for faulty Equipment or workmanship shall be recognised unless notified to the Supplier in writing within 14 days after the date of issue of the Tax Invoice.

The Supplier will refund at its discretion the downtime value on inspection of the faulty Equipment. Should the Equipment be found by the Supplier upon inspection to be faulty due to misuse the Customer will be responsible for the repair costs.

The Customer shall not repair or attempt to repair or cause someone else to repair the Equipment without the prior consent of the Supplier. The Customer shall not replace, substitute or alter the Equipment without the fully informed knowledge and consent of the Supplier even if such replacement, substitution or alteration is to be at the Customer's cost.

In no event shall the Supplier be liable to the Customer on any account whatsoever, whether as a result of wear and tear or any defect in the Equipment or any negligence by the Supplier for any loss or damage whatsoever including consequential loss or damage and whether or not foreseeable or contemplated by any of the parties.

The Supplier shall not be liable for any damage to person or property caused from the misuse of hired equipment.

### 6. Security

The Customer is responsible for the provision of adequate security 24 hours a day to prevent theft and and/or damage to the Equipment from arrival on site to its return.

### 7. Delivery and return of equipment

The date of delivery of the goods by the Supplier to the Customer shall be as agreed.

The Customer shall return the Equipment to the Supplier at their own risk and cost on or before the due date in the same condition as it was upon collection by the Customer or delivery of the same by the Supplier, excepting reasonable wear and tear.

### 8. Weekly hire

In the case of weekly hire the Customer shall pay to the Supplier the hire fee as agreed, per week payable one week in advance. The first payment is to be made upon acceptance of these Terms & Conditions of Hire and each subsequent weekly payment to be paid on the due date.

The Customer agrees to return the goods within seven (7) days of the Supplier demanding return of the goods.

### 9. Quotation

The Customer acknowledges that the Hire Quotation and Booking Sheet is a quotation only and that the pricing provided may vary subject to availability of Equipment. No Equipment will be reserved until receipt of written confirmation of the Customer's acceptance of these Terms and Conditions has been received by the Supplier.



Any changes to this quotation that place constraints or penalties on the Supplier's service schedules or cost structures will change the quoted cost in line with the changes.

The Supplier charges for time out, not time used. Weekends and holidays are included. Equipment not returned by the due date will be regarded as stolen. The installation of the Equipment shall be at the cost of the Customer. Where the Customer engages the Supplier to provide services more than 50km from Rockhampton the Customer must supply at their own cost accommodation as defined in award: Suitable accommodation will mean modern type accommodation with bath or shower room and toilet facilities therein, and where possible, unshared.

This quotation includes GST and State Stamp Duty where applicable.

This quotation does not include accommodation, risers, spotlights, spotlight operators, extra loading crew, licensed point riggers or electricians, staging equipment, scaffolding for P.A. Towers or FOH position, security, power supplies, connections or 3 phase cable beyond 30m from distribution point, and any equipment or services not listed within the Hire Quotation and Booking Sheet.

**10. Cancellation**

Should inclement weather, or any other reason, cause the postponement / cancellation of the event or any part thereof, then the full contract price will be deemed due and payable less any monies not expended on wages, sub-contractors, etc.

**11. Indemnity**

The Customer agrees to indemnify the Supplier from and against any claim, action, proceeding, judgement, damage, loss, cost, expense or liability whatsoever incurred or suffered by or brought or made or recovered against this Supplier to the extent that the same arises or is connected with or all actions by the Customer, its representatives, partners or agents and any or all of its third party contractors or suppliers.

The Customer will be liable to the Supplier regardless of any other contractual arrangements that they have entered into with third parties either known or unknown to the Supplier.

(The Supplier recommends that all contractors, riggers, staging and roofing companies be required to hold full and comprehensive insurance. It is in the Customer's best interests to have sight of such policies from the commencement of the event).

**12. Acceptance**

Written acceptance of these Terms and Conditions of Hire must be received by the Supplier prior to the commencement of the provision of Equipment or services. In the event that Equipment or services are provided by the Supplier prior to receiving written acceptance, the absence of any written objection to such provision shall be deemed acceptance of the Terms and Conditions of Hire as set out above.

The laws of Queensland, Australia, shall govern the terms and conditions of this agreement and it is agreed that Rockhampton, Queensland provides the appropriate venue for any action due as a result of any dispute or breach of agreement between the parties arising hereunder.

I/We, \_\_\_\_\_ do hereby accept the above Terms and Conditions of Hire.

Signed: \_\_\_\_\_

Name (please print): \_\_\_\_\_

On behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

ABN: (over \$1000) \_\_\_\_\_

**Extent of Hire Services**

**Full Production Hire**

- This Price includes the following...
- Site inspection when practical.
- Preparation and sorting of equipment in factory.
- Function testing of all equipment in factory.
- Electrical testing of all equipment as per Government EHS requirement.
- Ensure all lamps in lighting work.
- Test batteries in radio microphones.
- Confirm with the customer correct equipment.
- Pack the truck safely and secure load.
- Drive to venue and arrive on time.
- On arrival meet with venue management and do a walk through.
- Have a short discussion with the other crew on work place health and safety considerations.
- Notify the venue of any work place health and safety issues related to this job.
- Set up and test audio equipment.
- Set up and test lighting equipment.
- Set up and test audiovisual equipment.
- Final inspection of working area to ensure everything is neat and tidy.
- Rehearsal of presentation or with artists.
- If required and agreed, technicians will operate during show.
- Clear stage.
- Pack and load all equipment in to vehicle.

- Return to factory.
- Unpack and test all equipment.
- Pack all equipment in designated storage area.
- Clear stage.
- Pack and load all equipment in to vehicle.
- Return to factory.
- Unpack and test all equipment.
- Pack all equipment in designated storage area.

**Customer pick up Hire**

- This Price includes the following...
- Preparation and sorting of equipment in factory.
- Function testing of all equipment in factory.
- Electrical testing of all equipment as per Government EHS requirement.
- Ensure all lamps in lighting work.
- Test batteries in radio microphones.
- Confirm with the customer correct equipment.
- Pack and load all equipment in to vehicle.
- On return to factory, unload all equipment from vehicle
- Unpack and test all equipment.

Pack all equipment in designated storage area.

**Delivery and Pick Up from Venue Hire**

- This Price includes the following...
- Preparation and sorting of equipment in factory.
- Function testing of all equipment in factory.
- Electrical testing of all equipment as per Government EHS requirement.
- Ensure all lamps in lighting work.
- Test batteries in radio microphones.
- Confirm with the customer correct equipment.
- Pack the truck safely and secure load.
- Drive to venue and arrive on time.
- On arrival meet with venue management and do a walk through.
- Have a short discussion with the other crew on work place health and safety considerations.
- Notify the venue of any work place health and safety issues related to this job.
- Set up and test equipment.
- Leave Area tidy.
- On return after show.
- Pack and load all equipment in to vehicle.
- On return to factory, unload all equipment from vehicle
- Unpack and test all equipment.
- Pack all equipment in designated storage area.