

BJ'S SOUND & LIGHTING

TERMS & CONDITIONS OF HIRE

BJ's SOUND & LIGHTING Pty Ltd hereinafter called "The Company" sets out the terms and conditions binding upon every customer to whom this contract is addressed (each of whom is hereinafter called "The Hirer") and constitutes the Agreement between the Company and the Hirer in relation to the hiring of the equipment described on the face of this contract.

1. In these terms and conditions and on the front hereof, unless the context of the subject matter otherwise indicates the singular includes the plural and vice versa and - "the equipment" means the equipment referred to on the front hereof.

2. The Hirer shall pay all charges to the Company in advance prior to delivery unless the hirer has a Credit Account with the Company, in which case payment shall be made within thirty (30) days of the hirer taking delivery. Interest shall accrue thereafter on the account outstanding at the rate of eighteen per cent (18) per annum calculated on a daily basis and such interest shall be payable on demand. The Company reserves the right to vary this rate (from time to time) without notice.

3. A cancellation fee equal to 50% of the total hiring charge for one (1) day shall be charged to the hirer where the Hirer cancels the hire within twenty -four (24) hours prior to the proposed acceptance of delivery.

4. The Hirer shall be deemed to take delivery of the equipment at the warehouse of the Company or its agent notwithstanding any provision for transportation of the equipment by the Company to the hirer or its agents. In any event all freight costs shall be payable by the Hirer.

5. The Hirer agrees:

a) Through the period of the hire to maintain the equipment and to return the equipment in the same condition as it was when the hirer first took possession, less fair wear and tear as determined by the company.

b) Carefully to inspect the equipment at the warehouse of the Company or immediately on taking delivery of the equipment from the Company and shall inform the Company in writing within 6 hours of delivery if there is any loss or shortage.

c) Not to part with the possession of the equipment and not the case or permit any legal or equitable lien or any encumbrance to take effect or be created over of in respect of the equipment.

d) Not to sell, mortgage, sublet or assign the equipment.

e) Not to fix the equipment or any part thereof to any building or property.

f) Promptly to pay all charges in accordance with the terms set out herein irrespective that no demand shall be made by the Company therefor.

g) To return all of the equipment promptly to the Company at the end of the period of hire without any requirements by the Company to make demand in relation thereto.

h) To permit (and obtain permission) for the Company and any of its officers, servants and agents to enter the premises where the equipment may be located and (without prejudice to any other claims or rights as the Company may have to damages or otherwise) to inspect the Company's equipment or to permit the repossession by the Company of the equipment if the Company determines that any breach of the term or condition of the hire has been committed.

i) To pay the Company any costs incurred buy the Company in removal of the equipment or the re-delivery to the Company.

j) Not to bring or maintain or be party to counterclaim or set-off in law or in equity or in variance from, or inconsistent with any term or condition of the hire has been committed.

k) To authorise access, to the Company of personal information covered by the privacy act.

6. The hirer agrees to indemnify the Company against any claims or actions whatsoever or howsoever made in respect of the equipment or the use thereof arising out of any event occurring during the period of hire.

7. The hirer shall be responsible for any loss or damage to any of the equipment arising during the time from when the Hirer is deemed to take delivery of the equipment at the warehouse of the Company until the Hirer returns the equipment to the warehouse of the Company. The Hirer agrees to pay full replacement costs for any equipment lost or considered by the company as being irreparably damaged. Such payment shall be made by the Hirer within seven (7) days of such loss or damage coming to the attention of the Company.

a) In the event of damage and the equipment be rendered unhireable the hirer agrees to pay the Company an amount equal to 33% of the then current daily hire charge for each and every day over the period considered reasonable by the Company for the repair of the equipment.

8. Where the Company agrees by special arrangement to deliver equipment to a person (whether or not an officer, servant or agent of the hirer and whosoever identified) nominated by the Hirer, that person shall be deemed to be the authorised agent of the Hirer for all purposes of the Agreement and be bound by these terms and conditions without releasing the hirer named herein from being personally and severely liable hereunder.

9. The hirer shall be responsible for all loss or damage whatsoever or howsoever caused to any person or property in relation to the equipment or the use thereof and without limiting that responsibility the Hirer shall be liable to effect public risk insurance in relation to the equipment for the duration of the period of hire.

10. The Hirer shall not assign either the equipment in this Agreement or any obligation as to payment hereunder to any person without prior written consent of the Company which consent may be withheld absolutely and in any event any consent shall not release the Hirer named herein from liability.

11. The Hirer agrees to return all leads and cables neatly rolled and acknowledges that a fee will be charged by the Company for failure to comply.

12. The Hirer undertakes to return the equipment by 10 am (or other such time as may be agreed by the Company and the Hirer) on the specified return date and otherwise charge equal to the daily rate will be made for each day including the specified date and each day thereafter in respect of late returns.

13. The Hirer is hereby obligated to report any shortage / damage / malfunction in the equipment to the company no later than upon return of the equipment to the Company.

14. The supply of the equipment and any service in relation thereto (including any subject to service or maintenance charges in respect of longer-term periods of hire) shall be subject to availability and be at the discretion of the Company.

15. The hirer acknowledges that all conditions and warranties which may be implied in relation to the supply of goods or services by the Company to the Hirer by virtue of the Trade Practices Act 1974, as amended and the provisions of any other applicable law of Australia and the States of Australia are to the extent, permitted by those Acts and by law excluded and negated. Without limiting the foregoing, the liability of the Company for any breach of a condition or a warranty implied by the Trade Practices Act including any consequential loss which the Hirer may sustain shall to the extent permitted by the Act be limited to.

a) In the case of goods at the option of the Company any one or more of the following:

a) the replacement of the goods or supply of the equivalent goods,

b) the repair of the goods, or

c) the payment of having the cost of the goods repaired.

b) In the case of services at the option of the Company:

a) the supply of the service again, or

b) the payment of the cost of the services again.

16. If any of the terms and conditions is, or becomes for any reason, wholly or partly invalid that the term and conditions shall to the extent of the invalidity be served without out prejudice to the continuing force and validity of the remaining terms and conditions.

17. These terms and conditions shall be governed by and construed to take in effect in accordance with the laws of the State where the Hirer takes delivery of the equipment.

18. Hire charges are subject to change without notice and are quoted in Australian dollars. Unless otherwise specified quotes given over the phone are only estimated and may not include delivery, freight, installation and / or operator fees.

INITIAL: X _____

BOND RETURNED: \$ _____ x _____

Date: _____