

## Hire Terms and Conditions

Upon execution of this document you will be subject to the following Terms and Conditions.

### 1. DEFINITIONS

"Hirer" means the individual, persons, company, organisation, business or other body who has entered into this agreement or executed this agreement.

"Equipment" means all items referred to on the front page hereof in addition to accessories and any other Equipment owned or supplied by the Owner to the hirer.

"Owner" means Jimmy B Communications Pty Ltd t/as JSB Productions.

### 2. GENERAL

1. If you are hiring on behalf of a business, organisation or corporation you undertake that you have the necessary authority to enter into this Contract on behalf of that business, organization or corporation and you further undertake that you will indemnify the Owner against all losses and expenses which may be incurred if same is not the case.
2. Subject to the rights so conferred on the Hirer and the restriction imposed upon the Owner's representations:
  - a. Agreements not expressly contained herein or incorporated therein by reference shall not be binding upon the Owner as conditions, warranties or otherwise.
  - b. All conditions, warranties and representations or otherwise on the part of the Owner whether expressed or implied, statutory or otherwise, whether collateral or antecedent hereto or otherwise are hereby expressly excluded.
  - c. This Agreement constitutes the whole of the Agreement and understanding between the parties with respect to the subject matter hereof and all additions and modifications to the conditions of this agreement shall be in writing and shall be signed by both parties.
3. These Terms and Conditions shall be governed and construed to take effect in accordance with the laws of New South Wales
4. The Owner has the discretion and reserves the right to wholly or partly decline the Hirers order.

### 3. IDENTIFICATION

1. All Hirers must be over the age of 18.
2. All Hirers are required to provide 3 forms of identification when collecting the Equipment or receiving a delivery and one of which must be photographic identification. Identification may include:
  - a. A current NSW picture drivers license or equivalent NSW photo id; and
  - b. A current passport or signed bank issued credit card or ATM card; or
  - c. Telephone, electricity, bank statement or equivalent as determined by the Owner, which verify the Hirer's full name and current NSW address.
3. The Owner has the absolute discretion to refuse hire of the Equipment to any person who fails to provide required identification.

### 4. THE HIRER(S) UNDERTAKING

1. The Hirer undertakes:
  - a. To inspect the Equipment and consider it to be in good condition, suitable for the purpose for which the Hirer intends to use the Equipment. The Owner does not warrant the fitness of the Equipment to perform any particular function or job.
  - b. During the period of hire the Hirer will ensure that the Equipment is not damaged or misused. This includes insuring the Equipment can safely be used with any other Equipment which the Hirer intends to use.
  - c. During the period of hire the Hirer will ensure that any person operating or using the Equipment is instructed in the safe and proper operation of the Equipment.
  - d. To use the Equipment at all times in a skillful and proper manner and shall, at the Hirers own expense, service, clean and maintain the Equipment in good and substantial repair and condition.
  - e. Not paint, deface, mark or remove any markings on the Equipment, or obscure the Owners markings, signs or labels on the Equipment. Any such marking or removal will result in a charge of fifty dollars (\$50.00) per item plus the cost to return the item to its original condition.
  - f. Not to affix the Equipment or any part thereof to any building or other property/structure.
  - g. Not to sell, assign, charge, part or otherwise deal with the Equipment during the hired period without written permission of the Owner.

- h. To reimburse the Owner for all costs in connection with repairing or replacing Equipment not returned in good condition, pay the Owner the full retail cost of any Equipment which is lost, stolen or damaged beyond economic repair and insure the Equipment against such liability.
  - i. To return all Equipment to the Owner no later than 12 noon on the date shown on the front page hereof, furthermore, all Equipment should be clean and in the same condition as when the Hirer first took possession, (less fair wear and tear as determined by the Owner).
  - j. To reimburse the Owner for all costs in connection with cleaning, repairing or replacing Equipment not returned clean and in the same condition as when the Hirer first took possession (les fair wear and tear as determined by the Owner) and will be liable for all charges during the period of such repair or replacement.
  - k. The Owner reserves the right to impose additional charges at a daily rate for the period of which any item of Equipment is not available for use by other Hirers due to the Hirer breaching these terms and conditions.
- l. To pay full daily rate for all items of Equipment which require replacement or repair until such replacement or repair has been completed.
  - m. The Owner is not liable for any loss or damage in connection with the use of original items including, but not limited to, CDs, MP3's and the like.
  - n. The Owner does not accept any liability for any manufacturing defect and the Owner does not accept any responsibility in connection with any loss or damage to or in respect of the same.

### 5. MAINTENANCE

1. The Hirer is to properly maintain the Equipment during the period of hire and to notify to Owner upon discovery of a problem with the operation of any item of Equipment.
2. Any damage or faulty item of Equipment should be returned, at the expense of the Hirer to the Owner.
3. In no circumstances should the Hirer proceed to repair any item of Equipment without the Owner's prior written approval.
4. The Hirer shall not alter or modify the Equipment or use it for purposes for which it is not designed.
5. The Hirer agrees that the Owner has a right of access to the Equipment in order to inspect, repair or replace and the Hirer irrevocably authorises the Owner to enter any property where the Equipment is located or where the Owner reasonably believes it to be located, to carry out such inspection, repair or replace.

### 6. LIABILITY AND INDEMNITY

1. The Owner will not be liable for any losses the Hirer incurs arising out of or in connection with the hire of the Equipment.
2. The Hirer is advised to make their own insurance arrangements. The Hirer is responsible for all losses, damage or injury suffered to any person or property, howsoever caused, and to all loss or damage to the Equipment, from the time the Equipment leaves the Owner's premises, until it is returned and accepted by the Owner.
3. The Hirer is advised to obtain Public Risk Insurance and Insurance to cover loss, damage or injury to Equipment and/or persons and property.
4. The Hirer agrees to indemnify the Owner at all times in respect of claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the Equipment.

### 7. DELIVERY

1. Delivery and collection charges are all costed separately to Equipment hire rates on the front page hereof.
2. Equipment will be delivered in good working order. Unless notice is received from the Hirer to the contrary as soon as reasonably practical and in any event not later than within 24 hours of delivery, Equipment will be deemed to be in good working order, except for defects not detectible by reasonable examination.
3. In the event that the Owner is unable to deliver the Equipment by the time specified, the Owner will not be liable for any delay, failure, loss or damages to the Hirer.

### 8. INSTALLATION

1. Installation, operation, onsite service, pull down and collection charges are all costed separately to Equipment hire rates on the front page hereof.
2. Where the Owner is unable to carry out installation through error or fault caused on behalf of the Hirer, the Owner reserves the right to charge for its services at rates shown on the front page hereof.

### 9. RISK

1. The risk in the Equipment will pass to the Hirer upon execution of the front page hereof.

2. The Owner reserves the right to refuse removal of Equipment where an appropriate arrangement for safe and lawful transport of the Equipment has not been made by the Hirer. If commencement of the hire is delayed due to same the Owner reserves the right to charge at the daily rate of 100% of the total sum of Equipment hired on the front page hereof during the period of delay.

### 10. CANCELLATION

1. The Hirer will not be entitled to cancel the Contract once the Equipment has been collected or delivered, unless more than 4 days notice of cancellation has been given to the Owner in writing and the Owner agrees to same. If more than 4 days notice is not received, the following cancellation charges will apply:
  - a. 72 – 96 hours before hire period - 25% of hire charge
  - b. 48 – 72 hours before hire period - 50% of hire charge
  - c. Less than 48 hours before hire period- 100% of hire charge

### 11. REPOSSESSION

1. The Owner may at any time without giving any notice to the Hirer, repossess the Equipment without notice and if such repossession takes place, then without prejudice to any of the Owner's rights hereunder shall only charge for hire up to the time of such repossession. The right of the Owner to repossess shall apply notwithstanding anything herein contained.

### 12. PERIOD OF HIRE

1. The period of hire shall commence from the commencement date stipulated on the front page hereof and will cease upon the Equipment being returned to the Owner, unless the Equipment is lost or damaged beyond repair and in that event the period of hire shall cease only when the Hirer pays the Owner for the full value of such loss or damaged Equipment.
2. The Hirer agrees to pay full replacement value costs for any Equipment lost or damaged in the manner the Owner considers not repairable. Such payment shall be made within 7 days of such loss or date of coming to the attention of the Owner.
3. The Owner is not to be responsible for any expenditure, damage/and or incurred by the Hirer arising out of any repossession, breakdown or failure of the Equipment whether caused by wear and tear or negligence on part of the Owner or any other person whatsoever.
4. The supply of Equipment and any services in relation thereto shall be at the discretion of the Owner.
5. A minimum of one hundred dollars (\$100.00) security deposit is compulsory with all hires and is payable by the Hirer prior to the Hirer being in possession of the Equipment. The whole or part of the security deposit may be retained in order to set off against any liability the Hirer has to the Owner in relation to the hire of the Equipment.
6. The security deposit or part thereof shall be returned to the Hirer only after the Equipment has been checked and accepted by the Owner.
7. Dishonored cheques will incur a fee of fifty dollars (\$50.00).
8. The Owner has the discretion to ask for payment in full prior to delivery or any other item the Owner deems fit.
9. When any payment is not paid by the date specified on the front page hereof, the Owner shall be entitled to charge interest on the outstanding amount at the rate of 10% daily of the total sum of the hire charge, until payment.
10. The Hirer shall return all cables and leads neatly and properly coiled otherwise a two dollar \$2.00 re-rolling fee per lead is applicable.

11. Where the Hirer of the company delivers any Equipment into the possession, custody or control of any person (s), (whether or not an officer, servant or agent of the Hirer), that person shall be deemed to be an agent of the Hirer for all purposes of this Contract and be bound by these terms and conditions without releasing the Hirer named therein from being personally liable there under.

### 13. TERMINATION OF HIRE

1. The Owner has the absolute discretion, notwithstanding the specified hire period and notwithstanding any waiver of some previous default forthwith, terminate this Contract and enter any property where the Owner reasonably believes Equipment to be, in any of the following events:
  - a. If the Hirer fails to pay any hiring charges within the specified period.
  - b. If the Hirer shall do or permit to any act or thing whereby the Owner's rights in the Equipment may be prejudiced.
  - c. If the Hirer becomes or be made insolvent or bankrupt or make any legal arrangements or composition with his creditors or in case of a Hirer being a company, should an order be made for winding of such company.
  - d. If the Hirer commits any breach of the terms and conditions of this Contract.