



P | 02 4823 4407
A | 56 Clinton St Goulburn NSW 2580
A | PO Box 1323 Goulburn NSW 2580
E | hello@southerntablelandsarts.com.au

Terms and Conditions of Hire – Mobile Tech Hub

Definitions

Company means Southern Tablelands Arts (ABN 67 208 214 681) Lvl 1 56 Clinton St, Goulburn NSW 2580

Customer means the person hiring/renting the equipment from the company, including all persons acting on behalf or, or under the instructions of the Customer.

Equipment means the equipment listed on the contractor invoice

Hire Charge means the hire charge set out within written quotation or tax invoice.

Booking deposit means a financial deposit held by the company; this amount is \$100 and will be deducted from the final hiring price

Security Deposit means a security deposit; This deposit is \$500 and will be refunded with the return in good working order of all the equipment.

Term means the period specified in the schedule

Return means the delivery of all equipment to Southern Tablelands Arts Office 56 Clinton St, Goulburn, NSW 2580

Late return means return of hired equipment after the agreed date and time of return as specified in the schedule, return period is by 11.30am on the Next business day.

Return period means the date and time as agreed in the schedule that the equipment is to be returned to the possession of Southern Tablelands Arts (where no date and time have been specified in the schedule, return period is by 11.30am on the next business day)

Schedule means the rental contract, tax invoice or quotation outlining details and specifics of hire, including but not limited to; Term, Return period, Hire charge, customer.

Terms and Conditions Equipment is hired on the basis of the terms and conditions contained in this agreement.



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Terms and Conditions of Hire

Hire of Equipment The Company agrees to hire the Equipment to the Customer for the term and the Customer agrees to take the Equipment on hire for the term and pay the Hire charge. The Hire charge must be paid in full prior to the equipment being removed from the Company's premises, unless the Customer is an approved account customer, in which case terms of payment are strictly 30 days from the date of the invoice.

Cancellation The Customer must cancel Event booking no less than 7 days prior to event date or no fees will be refunded. Cancellation or postponement due to unforeseen, and unsuitable weather conditions will be through consultation with the Customer, however the Company reserves the right to the ultimate decision. Postponement of event due to weather conditions may incur additional technical charges and any rehire of equipment for the rescheduled event once the technician has begun travel to the venue of the initial booking and where less than 75% of the has been screened. In the event of postponement due to weather prior to the technician departing for the event, the Company agrees to reschedule a substitute event within 12 months of the original event date at NO COST to the Customer.

Obligations of the Customer The customer must not attempt to adjust, repair or interfere with the equipment except where it is necessary for its proper and normal use. The customer must ensure the equipment is used in a skilful manner, by persons, with the necessary experience and familiarity with that type of equipment. The customer will take all reasonable care and precautions for the safety and security of the equipment and not use the equipment where it could be affected by adverse conditions. Return the Equipment to the company by the expiry of the Term in good working order and condition and inform the company of any damage or defect arising during the hiring or any incident that occurred during hiring likely to cause defect or damage.

Delivery (for Assisted Packages) Delivery of Equipment from Southern Tablelands Arts will be at least 1 hour prior to the start of the event.

Collection (for DIY Package) will be from Southern Tablelands Arts in Goulburn. Shall be no earlier than 2pm on first day of rental unless otherwise approved by the company.

State of Equipment The Customer acknowledges receipt of the equipment in good working order and condition. Return of equipment in a dirty or improperly packaged will attract a 20% surcharge. In the event that the Hire Equipment is returned in a damaged condition, the hirer agrees to reimburse the company for:- all costs incurred in repair of equipment including labour, parts and freight (where applicable). The customer agrees that all costs for repair or replacement shall be deducted from the security bond, and the customer will be liable for any difference between security bond and replacement cost (where applicable).

Return of Equipment All equipment is to be returned to Southern Tablelands Arts no later than 11.30 on the next business day, unless otherwise agreed to by the Company. The



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customer agrees that late return may be subject to a surcharge equal to the daily hire charge for every 24 hours or part thereof after the agreed return period.

Risk and Insurance The customer accepts responsibility for the care and safe keeping of the equipment and is liable for any loss of damage to or loss or destruction of the equipment from any cause whatsoever (including acts and omissions, whether negligent or not, of technicians) from the time the Equipment is delivered or picked up, including occasions where the company agrees to deliver or pick up the equipment. The customer must supply a copy of current Public Liability Insurance for at least 10 million. The customer will not do any act or thing whereby any warranty or insurance in respect of the Equipment may be voided or prejudiced in anyway. The customer acknowledges and agrees that insurance held by the Company does not extend to cover damage to the equipment, loss of theft during hire and whilst in the possession of the customer. The customer agrees to replace any lost or stolen equipment at agreed replacement value.

Pricing and Quotation The Customer acknowledges that any and all advertised or otherwise communicated pricing is subject to change and variation at any time without notice to the customer.

Authority where any person signs this agreement on behalf of the customer, the person so signing warrants that he or she is duly authorised by the customer to enter into this agreement.

Agreement

I acknowledge that it is my responsibility to understand the operation of the hired goods and I accept full responsibility for operation, care and maintenance for the period the equipment is in my care, and will not hold Southern Tablelands Arts (STARTS) Inc. or staff responsible for injury or accident incurred while using any and all equipment hired.

I understand that I am responsible for returning this equipment and accessories on the date indicated within the Schedule.

Signature: _____

Full Name: _____

Hire Organization: _____

Date: _____