

Element ICT Rental / Hire Agreement v1.1

Definitions

"The Company" means Manton, Lisa Jayne, ABN 66 389 412 395 trading as Element ICT and any or all related trading names as registered in the Australian Business Register

"The Customer" means the person (including successors, representatives or agents) hiring equipment from the Company

"Equipment" means all or any event production equipment and / or accessories including staging, truss, audio, lighting, video equipment or any other goods of any kind hired by the Customer from the Company.

1. General Conditions

The acceptance of equipment by the Hirer, or their agent, implies full and unconditional acceptance of these terms and conditions, which cannot be changed, in part or whole, expressed or implied, and supersedes all terms and conditions previously issued by the Company. Any order placed by the Customer is deemed to be an order incorporating both these terms and conditions of hire and our general terms and conditions notwithstanding any inconsistencies, omissions, errors or exceptions in the Customer's order.

2. Collection & Return of Equipment (Dry Hires)

Rental charges shall commence from the time and date the equipment leaves Element ICT's premises and terminate when equipment is received back at Element ICT's premises. Should the hirer fail to return the equipment by the due date and time, the hire charge payable will be the daily hire charge for the equipment concerned, for each overdue day. Should the Hirer not return equipment 24 hours after the due time, without prior arrangement with Element ICT, rented goods will be considered stolen and the Police notified. The rental charge will continue until all equipment is returned.

Unless explicitly arranged with The Company, the hirer is responsible for arranging and paying for return delivery on all items hired items. The Customer is responsible for making sure that any return delivery arranged ensures all hired items arrive back with The Company by the specified return date and time.

Any courier, delivery, carriage or packaging charges will be charged to the Hirer. Element ICT cannot accept any liability, consequential or otherwise, for any delay in transit causing late arrival of any equipment.

3. Lost, Damaged & Unreturned Equipment

All Equipment hired from The Company must be returned complete, with all accessories, undamaged and in full working order. Any lost, unreturned, or damaged equipment will be charged to the hirer. Where hire is other than on a Dry Hire & collection / return basis, Deliveries arranged by the Customer will be at the Customers risk.

4. Hire Cancellations

Except where otherwise agreed by the Company, cancellation of booked or reserved Equipment within seventy-two and 24 hours of the time specified for collection will incur a cancellation charge equal to 50% of the hiring fee from the period originally booked or reserved.

Cancellations with less than 24 hours notice are not refundable.

In the event of cancellation where payment has already been made, a credit card fee of 1.7% will apply if payment was made by card. No fee will apply for EFT or Direct Transfer payments.

5. Payment

Hiring fees must be paid prior to the hiring of Equipment or in the case of approved Account Customers within 14 days from the date of the Company's invoice unless otherwise expressly agreed to in writing by the Company.. All first time rentals are on a COD basis, unless they are to be shipped. If equipment is to be shipped, first orders are to be pre-paid. Suitable photo ID and credit card details are required for all COD orders, or whenever the Company requests these details. A deposit may be requested by hirers, which will be refunded upon return of the order barring any damage, missing equipment or late changes.

(1) The Company reserves the right to charge interest on overdue accounts without prior notice to the Customer at the rate of 2% per month or at such other rate as may be fixed from time to time by the Company such interest to be computed from the date a payment becomes overdue until payment of such monies is received in full. A certificate signed by any Director, Manager or Secretary of the Company shall be deemed conclusive evidence of such rate of interest. (2)The Company reserves the right to set a minimum invoice value from time to time at its discretion and reserves the right to refuse to hire Equipment to the Customer in the event that the Customer fails to comply with the Company's terms of payment.

(2) All quotations will include validity period / date and are typically valid for seven (7) days from the date of request unless shorter validity is necessary for operational reasons and / or due to the proximity of any proposed hire.

(3) Where required for overdue or unpaid accounts, the Company reserves the right to engage the services of an external debt collection agency debt collector, and pass over client details in accordance with the Companies privacy policy, in regards to any overdue payments owing to the Company. In the event we are required to engage a debt recovery agent to recover overdue payments, the hirer will be responsible for all additional fees associated with the debt recovery.

The Customer will pay to or reimburse the Company (except where such payment or reimbursement is expressly prohibited by statute) all delivery costs and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer.

6. Equipment and Risk

(a) The Equipment shall be at the Customer's risk from the time the Equipment leaves the Company's premises until the time it is returned and accepted by the Company. Acceptance of returned equipment does not release the Customer from the responsibility for the loss or damage of hired Equipment.

(b) In the event the Equipment is lost or damaged (fair wear and tear excepted) while at the risk of the Customer, the Customer shall be liable to compensate the Company for the full replacement cost or full cost of repairing the Equipment.

(c) When equipment is lost or damaged the Customer is responsible for hire charges up to the time the Equipment is repaired or replaced for a maximum of 12 weeks. The Company at its discretion, may choose to waive these hire charges.

(d) The Customer and the employees or servants of the Customer are the only persons permitted to use the Equipment and without limiting the generality of the foregoing, the Customer shall not lend or rehire the Equipment to any other person without express permission from The Company.

(e) In the event that any items, equipment or accessories are not returned, the Company reserves the right to immediately charge the Hirer the full cost of replacement of all missing items. If the missing item or items are returned within seven (7) days, the Company will refund the replacement cost.

(f) If the Hirer has not paid for hire charges, additional charges for extension of hire, lost or damage items, or any other charges relating to services rendered to the Hirer by the Company, the Hirer irrevocably authorises the Company to debit all outstanding hire, replacement, repair, courier or any other outstanding fees from your Credit Card.

(g) The Hirer is bound by the Privacy Policy of the Company, and as such, must provide the Company with all required Identification and an authorised Credit Card at either the time of the order or at the time of collecting equipment.

(h) Cleaning: At the end of the hire period and before returning the equipment to Element ICT the equipment must be fully and properly cleaned using appropriate cleaning materials. Failure to do so will result in a cleaning charge to be paid by the hirer. Any damage caused by incorrect cleaning process and or the use of inappropriate cleaning materials will be charged to the hirer.

(i) Further Conditions:

(i-1) All ordinary and reasonable precautions for the safety of the Equipment must be taken.

(i-2) The Hirer must not modify the equipment with the consent of the Company.

(i-3) In the event of loss or damage the Customer shall:

(i-4) forthwith notify the Company and the Police where necessary, and take any practicable steps towards the discovery and recovery; (ii) as soon as practicable give full written report of the circumstances of the loss or damage to the Company;

(i-5) provide the Company any particular or evidence as may be reasonably be required by the Company or its insurer including attending at a lawyer's office and at Court to give evidence. The company's insurance will not cover any equipment deemed stolen or lost without the provision to the Company by the Hirer of a full police report related to the incident. In this case the Hirer will be held liable for the full replacement or repair costs to the equipment.

(i-6) In the event the above Conditions are not met, The Customer shall be liable for the full repair or replacement cost of all equipment damage or loss.

(j) In no event is the Company liable for special, indirect, incidental, consequential or punitive damages, or losses of any nature (including costs or expenses), lost profits, opportunity costs, or failure to realise anticipated savings.

(k) The Company will not be held liable for any cost, consequential or otherwise, for any delay in transit causing late arrival of any Equipment to the Hirer or any agent or representative of the Hirer.

7. Hirer's Competencies

It is assumed that the Hirer, or his agent, has sufficient skills licenses and / or permits as necessary to operate hired equipment correctly. It is the responsibility of the hirer, or the hirer's agent, to ensure the equipment being rented is suitable for the purpose intended. In no event is The Company to be held responsible for issues arising from the design or general functionality of equipment hired by the Hirer, or his agent. The Company accepts no liability for the hiring of incorrect or unsuitable equipment, or in the event that the Customer is unable to use hired equipment due to lack of necessary skills or knowledge required to operate equipment.

8. Allowable Use of Hired Equipment

The Hirer shall not take any of the hired equipment out of mainland Australia. Equipment must not be used on any abnormal or hazardous assignments or where the use of any equipment may constitute a hazard or breach any form of venue, council, government or other lawful regulation. The equipment is not to be transported by boat or air without the Company's specific written consent. The Hirer will not allow the equipment to be used in areas where it could be affected by fresh water, salt water, excess humidity, salt, corrosive agents, acids or alkalines, controlled chemicals, dust, fine particles, sand, long term UV exposure, excess temperature, i.e. outside the range of 5C to 40C or other harmful or atmospheric conditions.

9. Hirer's Liability

The Company shall not be held liable for any loss or damage caused by rental equipment, whether to the Hirer or the Hirer's property or any other person, firm or corporation. The Company's liability, if any, for supplying defective equipment to the Hirer is limited to a rebate of the rental fee charged for the particular item in question. The Hirer hereby indemnifies The Company and all employees, contractors, directors and affiliated parties from liability of any and all losses, damage, injuries, claims, demands and expenses of whatsoever kind of nature arising out of the use of the rented equipment.