

TERMS & CONDITIONS OF HIRE AND PRODUCTION

1. DEFINITIONS

“Commencement Date” means the Commencement Date specified in the Invoice.

“Conditions” means these Terms and Conditions of Hire.

“Contract” means the contract between the Owner and the Hirer for the hiring of the Equipment (once an order has been accepted by the Owner) in accordance with these Conditions and the Invoice.

“Damage Waiver Fee” means the amount equal to 8% of the Hire Fee, as otherwise specified in the Invoice.

“Equipment” means all equipment and accessories supplied by the Owner to the Hirer for the event, and may include lighting, sound systems, staging, audio-visual components, and any other hired items as specified in the Quote or Invoice.

“Services” means any production, setup, staging, lighting, sound, audiovisual, technical assistance, event planning, event management, consultancy, or related services provided by the Owner to the Hirer, as specified in the Invoice or other written agreement.

“Force Majeure Event” means an event or circumstance beyond the reasonable control of the Owner, including but not limited to acts of God, war, rain, hail, wind, fire, explosion, civil disobedience, legislation not in force at the date of the Contract, or labour disputes.

“GST” means any tax, duty, levy, charge, or deduction imposed by the A New Tax System (Goods and Services Tax) Act 1999 (or any other act imposing a goods and services tax in Australia), and any related interest, penalties, fines, or other charges.

“Hire Fee” means the amount payable by the Hirer to hire the Equipment, as specified in the Invoice.

“Hirer” means the person, firm, or corporation hiring the Equipment from the Owner, and includes the Hirer’s agent.

“Invoice” means the tax invoice issued to the Hirer by the Owner in relation to the hiring of the Equipment.

“Replacement Fee” means the amount to replace damaged or lost Equipment, as notified by the Owner to the Hirer from time to time.

“Term” means the duration of the Contract between the Owner and the Hirer, as specified in the Invoice.

“Total Fee” means the Hire Fee plus the Damage Waiver Fee.

“Owner” means Light and Sound Solutions Pty Ltd ABN 42 675 942 212.

2. CONDITIONS OF HIRE

- a) These Conditions apply to all Equipment hired and all Services provided by the Owner to the Hirer.
- b) If the Hirer agrees to be bound by these Conditions (by signing this document, providing electronic signature consent, or otherwise), the Hirer also agrees that these Conditions apply to all Equipment hired by the Hirer during the calendar year in which such Consent was given, without the need for repeated consent.
- c) The Hirer will hire the Equipment from the Owner starting on the Commencement Date.
- d) Subject to compliance with these Conditions, the Hirer is entitled to use the Equipment for the Term.
- e) Any extension of the Term must be agreed to in writing by both parties.
- f) The Hirer must not remove Equipment that has been securely installed without the Owner's prior written consent.
- g) The Hirer acknowledges receiving adequate instructions (which may include demonstration, verbal, or written instructions) regarding the correct and safe use of the Equipment.
- h) The Hirer must not use the Equipment or request Services for purposes other than those generally intended for the event, or the agreed scope outlined in the Quote or written proposal.
- i) While the Hirer has possession of the Equipment and/or while Services are being performed, the Hirer is liable for ensuring the event environment and working conditions are safe and suitable for the Owner's personnel and Equipment, and complies with these Conditions.

3. PAYMENT

- a) The Hirer agrees to pay the Owner the Total Fee for Equipment hire and any additional fees for Services as specified in the Invoice, including all applicable GST or other charges.
- b) Where Services are provided (such as event production, setup, design, or technical support), the Hirer may be required to pay a separate or combined fee ("Service Fee") as indicated in the Invoice.
- c) Subject to clause 3(b), upon the Owner's acceptance of the order, the Hirer must pay 25% of the Total Fee.
- d) Subject to other arrangements stated in the Invoice, the Hirer must pay any balance of the Total Fee and Service Fees at least 7 days prior to the scheduled event date/equipment collection date, or as otherwise agreed in writing.

- e) The Owner is not obligated to hire, deliver, or permit collection of the Equipment until the Total Fee is paid in full.
- f) A daily Hire Fee applies to any Equipment not returned on time until it is returned to the Owner (partial days count as a full day).
- g) All payments must be made to the Owner in Australian currency by credit/debit card (Visa and Mastercard only, with deposits and payments incurring a 2% merchant service charge), bank transfer, or cash.
- h) The Owner may require security details (e.g., proof of identification, personal or third-party guarantees) before accepting an order. The Owner may refuse an order until sufficient security is provided, at its absolute discretion.
- i) All prices listed on the Owner's website are in Australian Dollars (AUD).

4. CANCELLATION

- a) Subject to this clause, the Hirer may terminate the Contract or cancel an order for some of the Equipment by giving written notice to the Owner prior to the Commencement Date.
- b) If the Hirer cancels some (but not all) Equipment, the Hirer must clearly identify each item of Equipment no longer required in the written notice.
- c) The Hirer acknowledges that if it terminates the Contract or cancels any Equipment or Services, the Hirer is liable to pay the following (by way of liquidated damages, not penalty):
 - 30% of the Total Fee (for the Equipment or Service no longer required) if written notice is given more than 21 days before the Commencement Date.
 - 50% of the Total Fee (for the Equipment or Service no longer required) if written notice is given more than 24 hours (but not more than 21 days) before the Commencement Date.
 - 100% of the Total Fee (for the Equipment or Service no longer required) if written notice is given within 24 hours of the Commencement Date.
- d) The Owner may retain any pre-payments made by the Hirer to cover amounts payable under clause 4(c).
- e) The Owner is not obliged to hire any Services or Equipment subject to a cancelled order or a terminated Contract.

5. DELIVERY AND RETURN

- a) Delivery, collection, and return of the Equipment are at the Hirer's expense.

- b) The Hirer must sign all delivery documentation requested by the Owner and/or the forwarding carrier.
- c) The Equipment must be returned in a reasonably clean condition (not necessarily sterile), or a cleaning fee may apply.
- d) If the Owner is responsible for delivery or providing Services on site, the Hirer must provide safe and proper access to the delivery site. The site must be free of obstructions so that the Owner can safely erect, install, or place the Equipment.
- e) The Hirer indemnifies the Owner, its employees, and agents against all injury, death, loss, or damage suffered by any of them at the delivery site, except where caused by the negligence of the Owner, its employees, or agents.
- f) If the Owner must deliver Equipment above or below street level, the Hirer will pay additional delivery charges, as reasonably determined by the Owner.

6. PICK UP/COLLECTION

- a) If the Hirer collects the Equipment from the Owner's premises, the Hirer must show (and allow copying of) their driver's license/passport and a secondary ID (e.g., Medicare card or another Australian license), and must provide their full name, address, mobile number, and a secondary contact number. The Owner holds this information for security measures.
- b) The Owner, its employees, or agents will take photos of the hired Equipment once it is packed into the Hirer's vehicle.
- c) The return of any Equipment to the Owner's premises must be witnessed and tested by the Owner, its employees, or agents.
- d) If any Equipment is returned not in accordance with clause 6(b) (i.e., not verifiably the same equipment), the Hirer is responsible for any loss or damage to such Equipment.

7. DAMAGE TO EQUIPMENT

- a) The Hirer must compensate the Owner for the replacement cost of any Equipment that is damaged, lost, or stolen during the hire period, or at any time while in the Hirer's possession.
- b) The Hirer must also compensate the Owner for any other loss or expense incurred because of such events.
- c) Damaged Equipment will be kept for one month after its return to the Owner, after which it will be destroyed.

- d) A statutory declaration signed by the Owner as to the condition of the Equipment and the number of items delivered and/or returned is final, cannot be disputed by the Hirer, and is admissible in legal proceedings as conclusive evidence.
- e) The Owner is not responsible for the cost of repairs or replacement of Equipment made necessary due to damage sustained during the hire period, including but not limited to:
 1. When the Hirer has hired Equipment for one event or exhibition.
 2. When the Equipment has been hired under more than one Contract.
 3. When the Hirer fails to return the Equipment.
 4. Loss or damage occurring to the Equipment.
 5. Any breach of statutory laws or regulations in connection with the use of the Equipment by the Hirer.
 6. Misuse, abuse, willful or malicious acts, negligent or reckless use, or overloading of the Equipment.
 7. Disregarding instructions provided by the Owner or the manufacturer regarding proper use of the Equipment.
 8. The unexplained disappearance of the Equipment.
 9. Theft of the Equipment.
 10. Damage occurring while the Equipment is in transit if carried by the Hirer or its employees, contractors, or agents.

8. EQUIPMENT FAULT

- a) If the Equipment breaks down or becomes unsafe during the Term, the Hirer must:
 1. Immediately stop using the Equipment and notify the Owner in writing.
 2. Take all steps necessary to prevent injury or death to persons or property as a result of the Equipment's condition.
 3. Take all steps necessary to prevent further damage to the Equipment.
 4. Not repair or attempt to repair the Equipment without the Owner's prior written consent.
- b) If Services cannot be provided due to Equipment malfunction or other issues not caused by the Hirer, the Owner will use reasonable efforts to rectify the situation or provide alternative solutions. The Owner is not liable for any losses beyond the refund of fees paid for the affected Equipment or portion of Services not delivered, unless otherwise stated in the Contract.

9. SUBSTITUTION

The Owner reserves the right to substitute any portion of the ordered Equipment with equipment of similar or like description and performance at any time.

10. INSURANCE

- a) The Hirer is responsible for obtaining all appropriate insurance (such as public and property liability insurance and insurance covering the full replacement value of the Equipment) in connection with the hire.
- b) The Owner may refuse to hire, deliver, or allow collection of the Equipment unless the Hirer has taken out appropriate insurance (as reasonably determined by the Owner) and provides certificates of currency for such policies.

11. DEFAULT EVENTS

A "Default Event" occurs if the Hirer:

1. Breaches any of these Conditions and fails to remedy the breach within 7 days of a request by the Owner.
2. Breaches any of these Conditions and the breach cannot be remedied.
3. Becomes insolvent as defined in the Corporations Act 2001 (Cth), goes into liquidation, or commits an act of bankruptcy under the Bankruptcy Act 1966 (Cth).

If a Default Event occurs, the Owner may terminate the Contract and, without notice, enter the premises where it believes the Equipment is located and repossess it.

12. ACKNOWLEDGMENT OF OWNERSHIP

The Hirer acknowledges that the Owner always remains the legal owner of the Equipment. These Conditions do not create a hire-purchase agreement, leasing agreement, or option to buy the Equipment.

13. ASSIGNMENT

The Contract is personal to the Hirer and cannot be assigned without the Owner's prior written consent, which may be withheld at the Owner's absolute discretion.

14. SUB-HIRE OR SUB-LEASE

The Hirer must not sub-hire or sub-lease the Equipment without the Owner's prior written consent, which may be withheld at the Owner's absolute discretion or given subject to conditions.

15. FORCE MAJEURE

The Owner is not in breach of these Conditions and is not liable for any delay or failure to perform its obligations due to a Force Majeure Event.

16. INDEMNITY

The Hirer indemnifies and must keep indemnified (on a full indemnity basis), releases, and holds harmless the Owner, its employees, and agents from any losses, costs, damages, injuries, death, proceedings, claims, and demands (Losses) arising directly or indirectly from the Hirer's use of the Equipment or Services, the Hirer's breach of these Conditions, or the Owner's enforcement of its rights, unless such Losses result from the negligence of the Owner, its employees, or agents.

17. AUTHORITY

- a) Any person signing these Conditions on behalf of the Hirer warrants that they have authority to do so and bind the Hirer to these Conditions.
- b) If the Hirer consists of more than one person, their liability is joint and several.
- c) If the Contract is a "consumer contract" or "small business contract" under the Australian Consumer Law, and a term would be "unfair" if applied, the Owner may only rely on that term to the extent necessary to protect its legitimate interests.
- d) If any provision of these Conditions is unenforceable, other provisions remain enforceable.
- e) If any part of these Conditions is invalid or unenforceable, that part is deleted and the remainder remains effective.

18. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties relating to its subject matter, unless otherwise agreed in writing.

19. GOVERNING LAW

These Conditions are governed by the laws of the State of Victoria and the Commonwealth of Australia. The Hirer and the Owner submit to the jurisdiction of the courts of Victoria and the Commonwealth of Australia.

20. SERVICE PERFORMANCE AND SCOPE

- a) The Owner will use reasonable care and skill in providing the Services, consistent with industry standards.
- b) The Hirer agrees that the Owner's ability to deliver certain services (such as specific lighting effects, sound quality, or stage arrangements) may depend on site conditions, power supply, audience capacity, and other factors outside the Owner's control.
- c) Any changes to the scope of Services requested by the Hirer must be agreed upon in writing and may result in additional charges.

21. INTELLECTUAL PROPERTY

The Owner retains all intellectual property rights in any proprietary content, designs, methodologies, or creative concepts used in the provision of Services.