

TERMS AND CONDITIONS

1. The Hirer agrees with the Owner

- i.* to hire the equipment from UMSU Inc. (University of Melbourne Student Union) t/as AVMelbourne ABN 78 125 531 707 (hereafter referred to as the 'Owner') for the scheduled hire period and to pay the total charges payable and to be bound by the terms and conditions in the Hire/Production Contract.
- ii.* not to permit any person to use the equipment other than themselves or an agent acting on behalf of the Hirer or Owner.
- iii.* not to affix any part of the equipment to any premises for the purpose of installation or permanent fixture without the Owner's consent.
- iv.* not to remove the equipment from the state of Victoria or travel via aircraft without notifying the Owner
- v.* to notify the owner immediately if any judgement or order is levied upon the hirer or the hirer's property
- vi.* to permit or to procure permission for the owner, or an agent acting on the Owner's behalf, to be able to enter the premises where the equipment is installed or kept at all reasonable times with reasonable notice to inspect the equipment or to carry out repairs.

2. The Hirer shall pay to the Owner:

- i.* the fee for the use of the goods as described on the face of the Hire/Production Contract shown as the "*Amount Due*".
- ii.* any late payment fee in accordance with clause (5) of this Agreement.
- iii.* in the case of loss, theft or damage to the equipment, whilst under the care or control of the hirer, the full replacement value, equal to the manufacturer's retail price of an identical or equivalent product, plus any loss of income suffered as a result of the damaged equipment.
- iv.* any expenses of the owner's, as a result of the hirer's breach of this agreement.

3. Definition of Equipment

The equipment includes those items specified on the front of this Agreement as well as any additional goods supplied by the owner and any tools or spare parts used by the owner.

4. Lost or Damaged Equipment

The hirer is responsible for the costs incurred by any loss or damage to the equipment whatsoever and howsoever caused, from the time the equipment leaves the owner's premises or possession, until all the equipment listed in the Hire/Production Contract is returned. The hirer remains responsible for the hired equipment whilst in transit, during load in and out of the equipment and when left on site. Any delivery vehicle, driver or transportation of the equipment by a third party, remains under the full responsibility of the hirer and as such, any damage caused during transit remains the full responsibility of the hirer. The hirer is liable for malicious or accidental damage caused to the equipment by the public at large, for theft, burglary, impact, power surge, fire, water or any other mechanical or chemical process or act of God, whether caused by the hirer or an agent acting on behalf of the hirer and any public liability or incident arising from the use or misuse of the hired equipment remains the responsibility of the person or entity listed in the Hire/Production Contract.

5. Return of Equipment

- i.* The equipment shall be returned to the premises of the owner during the owner's normal business hours, at the end of the stated hire period; or otherwise as agreed in writing.
- ii.* In the event of a late return of the equipment, a standard hire rate applies for each day that the equipment is not returned in addition to the original "*Amount Due*".
- iii.* Any additional transportation, courier, labour or other third party costs as a result of late returned equipment is the responsibility of the hirer.

6. Repossession of Equipment

The owner may repossess the equipment at any time if;

- i.* the hired equipment is in any way damaged or;
- ii.* the hirer is in breach of any term or condition of this Hire Agreement.
- iii.* the equipment is being misused or nuisance arising from the use of equipment has been caused.

7. Owners Representations

The owner is in no way liable for any direct, indirect, consequential, incidental, special or punitive damages arising in any way whatsoever outside of the terms and conditions listed in the Hire/Production Contract.

8. Personal Injury and Death

From the time that the equipment is received by the hirer or shall leave the premises of the owner for delivery to the hirer or is in transit or shall come into the care of the hirer or third party agents and until the equipment is returned to the owner's premises, the hirer is responsible for any injuries or deaths to any persons or any damage caused to or caused by said equipment, no matter how or by whom such injuries, death or damage shall be caused. The hirer will keep the owner indemnified against any claims of any kind whatsoever and howsoever arising in connection with such injuries or death or any such damages.

9. Cancellation Fees and Conditions

Cancellation of a booking is required no later than 72 hours (or three working days) prior to the beginning of the term of hire. If notice of cancellation is provided within the 72 hour (three working days) minimum notice but no later than 24hrs (one working day) in advance, then a 50% cancellation fee applies. If notice of cancellation is provided with less than 24hrs (one working day) notice then the total cost of the hire (including any transport and labour costs) must be paid in full.

10. External Suppliers

The hirer will be subject to the Terms & Conditions (including cancellation fees and conditions) of any external suppliers booked by AVMelbourne on behalf of the hirer. AVMelbourne will not be held liable for any additional fees and charges incurred by external suppliers.

11. Weather contingency and damages.

The hirer must provide adequate protection and shelter for equipment (and crew) from weather elements unless previously arranged and accepts full responsibility for any damage that may arise from sun or rain damage. On outdoor productions, AVM reserves the right to shutdown equipment or events whereby health and safety is put at risk.