



sydney metro **av**  
audio.lighting.video  
[www.sydneymetroav.com.au](http://www.sydneymetroav.com.au)

## Conditions of Hire

### 1) INTERPRETATION

The Company means Sydney Metro Audio Visual. (ABN 53602195178) (Sydney Metro AV).

The Hirer means the customer described overleaf.

The Equipment means the equipment described overleaf including lamps, road cases and accessories. Agreement for Hire means and is constituted solely by the parties, the Equipment and the price of hire set out on Quote or Invoice and in these Conditions of Hire. Period of Hire means the period specified on Quote or Invoice.

### 2) ACCEPTANCE

This Agreement of Hire is entered into and thereafter binding upon the Hirer and the Company upon acceptance of the delivery of the Equipment. Delivery of the Equipment shall be considered as having been accepted upon:

- (a) Signature by or on behalf of the Hirer where indicated on Quote or Invoice; or
- (b) Where signature as aforesaid is not possible or practicable, delivery of the Equipment by the Company to a place or location as directed by the Hirer.
- (c) Email from hirer confirming the Quotation, Invoice and/or Booking

### 3) INSPECTION

Where the Hirer or any person on his behalf inspects or examines the Equipment prior to entering into this Agreement for Hire the Hirer acknowledges that pursuant to such examination he or the person on his behalf has reasonably satisfied himself:

- (a) The Equipment is in good working order;
- (b) He understands the proper uses and purposes for which the Equipment is designed and supplied; and
- (c) The Equipment is fit for the purpose or purposes for which such Equipment is commonly hired, supplied and used under this Agreement for Hire having regard to the description of the Equipment, the apparent condition of the Equipment and the price of the Hire thereof.

### 4. PAYMENT

(a) You will pay the fee for the applicable the Company Services at the rate and in the manner specified on a Company Document or the invoice (the "Fee") for the period that the Equipment is taken from the premises of the Company until all of the Equipment is returned to the Company or from the date that the Equipment is supplied by the Company to you until the time that the Equipment is collected by the Company. Fees are subject always to clauses 5 (Loss or Damage), 5 (Period of Hire) and 5 (Compensation) as applicable.

(b) Any discounts offered are applicable to the rental of the Company Equipment only. Discounts are not applicable to any Equipment procured by the Company from an external supplier. Discounts are subject to timely payment of your Fee. If the entire Fee is not received within terms agreed upon by the Company or as otherwise agreed, then the discount will cease and rental charges at the full rate will apply.

(c) Full payment will be required prior to the commencement of the rental for all new accounts (Hirer). Full payment can be made by EFT, cash, or company cheque.

### 5) RETURN OF EQUIPMENT

(a) In the event that the Hirer refuses or for any reason whatsoever (including loss or theft) fails to return the Equipment to the Company at its business premises described on Quote or Invoice prior to the expiration of the Period of Hire, the Hirer shall be in default hereunder and shall be liable, without prejudice to any other rights that the Company may have for damages, recovery of the Equipment or otherwise, for the costs of Hire of the Equipment for such further period as the Equipment is not returned to the Company, or until the Company receives compensation for its loss of the Equipment.

(b) The Equipment shall at all times remain the sole property of the Company and the rights of the Hirer shall be no more than a contractual right to use the Equipment for the purposes described in Condition 3 (c) for the Period of Hire only.

(c) The Hirer hereby undertakes and agrees that: (i) he shall at no time during the Period of Hire of thereafter part with possession of the Equipment without the prior consent in writing of the Company being first obtained; and (ii) he shall not sell, purport to sell, offer for sale, hire or lease, mortgage, charge, pledge, offer or purport to offer a lien in respect of, or in any other way or manner deal with the Equipment or any other part thereof.

(d) The Hirer shall observe all due and reasonable diligence in the use of the Equipment and shall return the Equipment to the Company in good working order and condition prior to the expiration of the Period of Hire. In the event that the Equipment or any part thereof is in any way damaged by the Hirer or any other person while in the possession of the Hirer or otherwise, or lost or stolen, the Hirer shall be liable and responsible for all costs and expenses of the Company in the repair or reinstatement of the damaged Equipment, or replacement of the lost or stolen Equipment and loss of hiring while the Equipment is being repaired or replaced.

(e) If the Hirer pays or agrees to pay to the Company the damage waiver described on Quote or Invoice the Company shall assume the risk of any damage to the Equipment provided that the Hirer shall pay or reimburse the Company on demand the first ten per cent (10%) of the amount of any damage and the foregoing of this Condition 4, shall be modified accordingly. This condition for (e) will not apply where the equipment is in transit by means other than Company vehicles or on interstate hire.

## **6) WARRANTIES**

(a) The Company shall give no warranty in respect of the Equipment or the condition thereof EXCEPT those warranties implied by the Trade Practices Act 1974, the Goods (Sales and Leases) Act, 1981 (Vic), and any amendments or modifications thereof and any other statutory enactments that may apply to this Agreement for Hire the provisions of which cannot be contracted out of by the parties hereto. To the extent that any warranties implied by Statute or otherwise can be excluded, it is agreed that they shall be so excluded from this Agreement of Hire.

(b) Where permitted by Statute the liability of the Company for breach of any warranty implied into this Agreement for Hire as provided in Condition 5 (a) hereof, shall at the option of the Company be limited to: (i) the hiring of substituted equivalent Equipment, or (ii) the payment of the costs of hiring equivalent Equipment.

(c) Subject to Conditions 5 (a) & (b), and notwithstanding any other provisions of these Conditions, the Company shall not be liable to pay compensation for any loss or damage sustained by the Hirer, and attributable to the Equipment however the loss or damage may occur.

(d) All faulty Equipment (including lamps) shall be returned by the Hirer to the Company as soon as reasonably practicable after such fault is detected.

## **7) INDEMNITY**

(a) Unless prohibited by law and with proven negligence the Company shall take no responsibility for and shall not be liable to the Hirer or any person in any claim or action for injury to any other person, the property of any person or any indirect or consequential loss (financial or otherwise) arising out of the Equipment by the Hirer or any other person which negligence on the part of the Company is alleged AND the Hirer hereby agrees to indemnify the Company accordingly.

(b) The Hirer agrees that he shall use the Equipment in a reasonable and proper manner and shall not repair or attempt to repair or in any way tamper or interfere with the Equipment or do any other act or omit to perform any act so to vitiate or restrict in any way the rights of the Company under any policies of insurance taken out by the Company in respect of the Equipment or its use and hire AND the Hirer hereby agrees to indemnify the Company accordingly.

## **8) SUBSTITUTION**

The Company reserves the right to substitute suitable alternative Equipment to that reserved by you at any time prior to or during the period of rental

## **9). CANCELLATION**

(a) Any Equipment and/or Services cancelled upon or after collection from the Company or delivery by the Company will incur a charge of 100% of the Fee.

(b) Any Equipment and/or Services cancelled up to 24 hours in advance of delivery or collection date will incur a charge of 50% of the Fee.

(c) Any Equipment that has been procured from an external supplier by the Company shall be charged at 100% of the Fee.

(d) Any Operator Services cancelled within 24 hours of commencement of those services will incur a 4 hour callout Fee.

**10)** Nothing herein stated its intended to exclude, restrict or modify any of the provisions of the statutory enactments referred to in Condition 6 (a) hereof and to the extent of any inconsistency such statutory enactments shall apply.