

Hunter Valley PA Hire Agreement and Terms and Conditions

TERMS & CONDITIONS (Overview)

1. RESPONSIBILITY FOR HIRE:

- The person completing the ID check process is responsible for the safekeeping and condition of the equipment from point of hire until point of return.
- In the case of delivery, the person who completes the ID check process is responsible for the safekeeping and condition of the equipment from delivery to collection of the equipment.
- Equipment must be returned in the same condition as it is received.
- Please make sure you never leave your hire equipment unattended.
- If the equipment is not returned as a result of loss/misplacement/theft or other reason, the hirer is responsible for its replacement at current replacement market value.

2. HIRE PICK-UP/RETURN PERIOD:

- All item pricing for hire is for an overnight hire period unless an alternative hire period has been arranged.
- Any allowance for an early pickup or late drop off beyond this hire period is to be arranged and agreed to by Hunter Valley PA Hire.
- Any items hired over a weekend hire must be returned by 2pm Monday unless special arrangements have been made and agreed to by Hunter Valley PA Hire.
- Any hire which is not returned by the agreed time will incur extra hire charges per day of the daily hire amount for each/every item(s) not returned.
- During peak periods, such as New Year's where demand for equipment is very high, each hire item may incur extra charges, these will be explained at the time of booking.
- All peak hire periods will require full payment at time of booking in order to reserve the equipment.
- As with our regular hire period, it is advisable to pay for hire equipment when making a booking to ensure it is reserved for you.

3. EQUIPMENT ISSUES:

- We strongly encourage all customers to set-up and test equipment within opening hours. In the event of issues in set-up/operation, we advise to contact Hunter valley PA Hire for troubleshooting and assistance as no after-hours phone line is available.
- It is important to treat equipment carefully and avoid having drinks and liquids placed near or on the equipment during use or storage. Any signs of liquid or moisture ingress will incur additional charges up to the full current cost of replacing the equipment.
- If you experience a suspected pre-existing fault with our equipment, we encourage you to contact us within business hours to allow our technician to try and diagnose the issue with you. In extreme cases, we will make a note to inspect the equipment upon return and can organise a credit/refund for the item/s of equipment that demonstrate a pre-existing fault.
- We also strongly encourage you to contact us if you believe you have caused damage to any of the equipment during the process of hiring as this will allow us to perform an efficient fault diagnosis upon return resulting in a quicker return process for you.

4. DELIVERY TERMS:

- Please contact Hunter Valley PA Hire to confirm availability.
- A minimum hire value of \$100.00 is required for Delivery/Collection to occur.
- Delivery and Pickup fees are charged each way on a per kilometre basis and does not include setup or pack up of equipment.
- Distance travelled is calculated from Google Maps and is measured from Hunter Valley PA Hire start location to destination address in whole kilometres.
- Bookings for delivery must be made 7 days in advance of event date to enable us to schedule the delivery unless by prior arrangement with Hunter Valley PA Hire.
- Bookings are subject to Terms & Conditions of Hire (Detail) and stock availability.

5. CANCELLATIONS, CREDITS AND REFUNDS:

- Full payment via Direct Deposit is required to request the reservation of equipment for a specific event date.
- If equipment requested is unavailable (and a suitable substitute cannot be supplied or recommended) you will be contacted, and a refund or credit note will be issued equal to the value of the affected items or to the full value of the booking.
- Our Refund Policy is strictly based on the time a booking cancellation is made. If a booking is cancelled:
 - a. within 1-3 days of the event date (or scheduled delivery date): a 50% refund or credit will be issued.
 - b. within 4-7 days of the event date (or scheduled delivery date): an 80% refund or credit will be issued.
 - c. outside 7 days from the event date (or scheduled delivery date): a 100% credit or refund can be issued (less a \$25 administration and processing fee).
- Any booking requests cancelled within 24 hours of placing the booking request may be entitled to a full refund (less a \$25 administration and processing fee) or 100% credit, with the exception of booking requests that are placed within 1-3 days of the event date.
- If a booking is cancelled on the day as a result of the hirer not being able to satisfy the Bond and/or Identification Requirements, no refund or credit note will be issued.

TERMS & CONDITIONS OF HIRE (Detail)

1) DEFINITIONS:

Hunter Valley PA Hire (ABN – 39 946 189 453) as the owner/supplier of the equipment on hire is hereinafter referred to as the “Owner” and this expression includes its successors.

b) The “Hirer” is the company, firm or person taking the owners equipment on hire and this expression includes their successors or personal representatives.

c) “Equipment” shall include any lighting, sound, or special effect or part thereof and any attachments, leads or any other thing under this contract and includes all items supplied whether listed or not.

d) “Hire Rate” shall be the rate of the hire for the equipment as provided on the invoice/agreement and is subject to the provisions of these terms and conditions of hire.

2) ACCEPTANCE:

a) The Hirer’s order, whether oral or in writing for the supply of equipment shall be construed as an expressed acceptance of these terms and conditions of hire, and in so far as any provision of the Hirer’s said order be consistent therewith these terms and conditions of hire shall be deemed to prevail.

b) Any variations in the contract shall be in writing.

c) The hirer warrants to the owner that no representations have been made to them concerning the equipment and in particular to the suitability for any particular purpose or for work in any particular place and that in entering into this contract the hirer does not rely on such representation and has satisfied themselves independently upon all such matters and; accordingly the hirer shall seek no relief in respect of any such representation and in particular shall bring on proceedings for misrepresentation.

3) COMMENCEMENT OF HIRE:

Subject to the provisions of the invoice/agreement, the owner shall supply the equipment on the collection date. The period of hire shall start on such collection. Hire charges shall commence on collection unless otherwise stated on the invoice/agreement. Responsibility for loss or damage to the equipment is accepted by the Hirer from the time the equipment is collected until it’s return to the Owner and the Owner has subsequently fully inspected said equipment to their satisfaction.

4) HIRERS LIABILITY FOR LOSS OR DAMAGE:

a) The Hirer accepts full responsibility to the owner for loss or damage to, or destruction of, the equipment suffered during the period of hire from whatever cause the same may arise and is fully responsible to the owner for the safekeeping of the equipment and its return in equal order to the owner at the end of the hire.

b) The Hirer accepts all liability and responsibility in respect of, and shall completely indemnify the owner against all third party claims and losses howsoever arising in respect of damage to, or loss, or destruction of any property or in respect of the personal injury, or death of anybody in any way caused by or relating to the equipment or its use.

c) The Owner shall not be liable to the hirer in respect of any damage to, or loss, or destruction of the property of the hirer, nor in respect of the personal injury, or death of the Hirer, or their employees or contractors, or other persons in any way caused by or relating to the equipment or its use howsoever such damage, loss, destruction, injury, or death shall be caused.

5) OWNERS OBLIGATION:

a) The Owner shall ensure that at the commencement of the hire the equipment shall be of sound construction and in good working order.

c) Equipment using electric lamps will be tested, and working, the owner cannot and will not be held responsible for lamp failure.

6) PAYMENT:

a) The Hirer must make payment in full via Direct Deposit (or other agreed method) to the bank account nominated by Hunter Valley PA Hire on the invoice.

b) The Hirer must present photo ID and be present, before equipment can be released.

c) The Hirer shall pay the Owner forthwith for all repairs and replacements to the equipment, except for repairs and replacements due to normal wear and tear.

7) SECURITY BOND/CREDIT CARD AUTHORISATION:

a) A Direct Deposit (or other agreed method) from \$100 upwards (depending on the total value of the hired equipment) may be requested of the person taking responsibility for the hire prior to the release of equipment and will be used to cover incidents such as (but not limited to):

1. Late return of hire.
2. Equipment returned unclean, or in incorrect transporting tubs.
3. Additional servicing / cleaning charges.

b) This bond does not cover damage or loss of equipment. Please contact Hunter Valley PA Hire for equipment replacement costs. Damage costs are based on quotes depending on the nature of the damage sustained.

c) This bond is held in trust by Hunter Valley PA Hire. Hunter Valley PA Hire will release the Bond 3-10 business days from the time the equipment is returned to Hunter Valley PA Hire in a clean and fully functional condition (as per our Terms and Conditions above).

8) SUBLETTING:

The Hirer shall not without consent of the owner assign, sublet, mortgage, charge, pledge or part with possession of or otherwise deal with the equipment.

9) THE HIRER SHALL NOT HAVE ANY CRIMINAL CONVICTION RELATING TO DISHONESTY IN THE PREVIOUS FIVE YEARS.

10) GENERAL:

a) Positive proof of identity, and home address must be produced before equipment is removed from our premises or delivered to the Hirer.

b) It is advised that Hirer's should check the compatibility of their own items to items hired from the Owner. The Owner accepts no responsibility for equipment that does not work in conjunction with that of the hirer.

c) One day hire is classed as a 24 hour period maximum. Any hire period over this time will incur the daily or weekly hire charge (Whichever is appropriate).

d) All goods hired on any weekend must be returned by the date and time specified on your Contact or Invoice. All Hirer's must be over the age of 18.

11) THE OWNER IS NOT RESPONSIBLE FOR CONSEQUENTIAL LOSS OR DAMAGE, NO MATTER HOW CAUSED.

12) IF ANY PART OF THESE TERMS ARE FOUND TO BE ILLEGAL OR INVALID UNDER THIS COUNTRIES LAWS, THE REMAINING PARTS WILL REMAIN VALID AND IN FULL FORCE

I have read, understand and agree to the Terms and Conditions (overview) and Terms and Conditions (Detail)

Today's Date _____

Hire Start Date _____ Hire End Date _____ Return Equipment Date _____

Email for receipt _____

Full Name of Hirer or approved representative of Hirer _____

Contact Phone Number _____

Signature of Hirer or approved representative of Hirer _____

Name on ID if different to above _____

ID # and Type _____ / _____

Address on ID _____

Please see next page for list of equipment and extra instructions

Equipment Hired and extra details listed here: