

# COMENTECH.....Terms & Conditions of Hire 1/01/2013

## 1. Interpretation

"Contract"....means the contract comprised of the particulars as set out on the Quotation/Booking/Job Schedule.

"Customer"....means and includes the company, firm or person, the name of which is set out on the Quotation/Booking/Job/ Schedule and any person whether as employee or authorised agent who enters into this contract on behalf of such company, firm or person.

"Equipment"....means goods specified on the Quotation/Booking/Job/Schedule.

"Supplier"....means Combined Entertainment Technologies Pty Ltd, also known as "COMENTECH", its employees and agents.

## 2. Payment Terms

Unless otherwise stipulated, the customer shall pay to the supplier, the hire charges upon the issue of a tax invoice at the beginning of the period of hire. However, in the event that the customer has engaged the supplier for the provision of equipment and services in respect of a Full Production Hire, payment shall be upon completion of the said production, due and payable upon the date of issue of a tax invoice. If the customer fails to pay amounts due and owing to the supplier in accordance with these terms then the customer shall be liable to pay default interest on the amount owing at a rate of 1.5% per month from the date of the original tax invoice, plus all collection agency fees.

## 3. Proper Use and Ownership of Equipment

The customer shall always use the equipment in a skilful and proper manner for the purposes intended, and in a manner recommended by its manufacturer. The customer agrees and acknowledges that at all times the equipment is and remains the property of the supplier. During the period of hire, the customer shall not sell, lease, assign, transfer, part with possession of or deal with the equipment in any many which may affect, directly or indirectly, the supplier's ownership of the equipment. The customer shall accept full responsibility for the care and welfare of all equipment during the period of hire, and during any other time outside the prescribed hire period whilst the equipment is in the care and custody of the customer. The supplier reserves the right to inspect the equipment the equipment at any time during the hire period. The supplier may without prejudice to any of its other rights and without notice to the customer, retake and resume possession of the equipment which remains the property of the supplier and, by its servants or agents, may enter upon the customers premises or any other place where the goods may be upon the occurrence of any one of the following;

- Where the customer commences to be wound-up or a liquidator is appointed (provisional or otherwise) or the hirer is placed under official management or a receiver or manager is appointed or an encumbrance takes possession of its undertaking or property.
- Where the customer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor.
- Where the customer fails to pay the whole or any part of the hire of goods or any other charges for the goods supplied hereunder or for any other equipment or services supplied to the customer by the supplier when due.
- Where the customer parts with possession of the goods.
- Where any other terms or conditions of the contract between the customer and supplier are breached by the customer.

The customer shall be responsible for any damage to any premises occasioned by removal of the equipment and shall indemnify the supplier in respect of any proceedings brought against the supplier arising from the removal of the equipment.

## 3. Deposit

The supplier shall hold a deposit as security for the due performance by the customer of its obligations and may apply the whole or part of the deposit at any time against monies due but unpaid or any expenses incurred by the supplier as a result of the failure of the customer to perform properly its obligations. Any application of this deposit pursuant to this clause shall be without prejudice to any other rights of the supplier arising out of these terms and conditions of hire. The customer shall be entitled to a full refund of any deposit if no loss or damage is incurred and the equipment is returned within the period stated on the contract. The security deposit shall be equal to the hire amount or a minimum of \$100.

## 4. Breakdown and Damage

The customer shall be responsible for any loss or damage to the equipment for any reason whatsoever except loss or damage as a result of reasonable wear and tear or inherent defects with the equipment. Should the equipment suffer any loss or damage and whether mechanical, electrical or otherwise)including, but not limited to, lamps, speakers, recones and horn diaphragm's) and howsoever incurred whether or not whilst in the possession of the customer, the customer shall pay the supplier on demand a further sum as stipulated by the supplier to cover such loss or damage. In the event of breakdown or failure of the equipment the customer shall notify the supplier immediately and return the equipment to the suppliers premises as soon as practicable. No claim for faulty equipment or workmanship shall be recognised unless notified in writing within 14 days after the date of issue of any tax invoice. The supplier shall refund at its discretion the downtime value on inspection of the faulty equipment. Should the equipment be found by the supplier upon inspection to be faulty as a result of misuse, the customer will be responsible for any or all repair costs. The customer shall not repair or attempt to repair the equipment without prior consent of the supplier. The customer shall not replace, substitute or alter the equipment without the full informed knowledge of the supplier, even if such replacement is to be at the customers cost. In no event shall the supplier be liable to the customer on any account whatsoever, whether as a result of wear and tear or any defect in the equipment or any negligence by the supplier for any loss or damage including consequential loss or damage and whether or not foreseeable or contemplated by any of the parties. The supplier shall not be liable for any damage to person or property caused from the misuse of hired equipment. **Particular care needs to be taken when equipment is to be run from a Generator as the main 240V power source.**

## 5. Security

The customer is responsible for the provision of adequate security 24 hours a day to prevent theft and/or damage to the equipment from pick up or delivery on site till pick up or its return.

## 6. Delivery or Return of Equipment

The date of delivery of the goods by the supplier to the customer shall be as agreed. The customer shall return the equipment to the supplier at their own risk and cost on or before the due date, in the same condition as it was in upon collection by the customer or delivery by the supplier excepting reasonable wear and tear.

Initials \_\_\_\_\_

### **7. Weekly Hire**

In the case of weekly hire the customer shall pay to the supplier the hire fee as agreed, per week payable one week in advance. The first payment is to be made upon acceptance of these terms and conditions of hire and each subsequent weekly payment to be paid on the due date. The customer agrees to return the goods within 7 days of the supplier demanding the return of such goods.

### **8. Quotation**

The customer acknowledges that the Hire Quotation/Booking/Job schedule is a quotation only and may vary subject to availability of equipment. No equipment will be reserved until receipt of written confirmation of the customer's acceptance of these terms and conditions has been received by the supplier. Any changes to the quotation that place constraints or penalties on the suppliers service schedules or cost structure will change the quoted cost in line with the changes. The supplier charges for time out, not time used, weekends and holidays included. Equipment not returned by the due date will be regarded as stolen. The installation of equipment shall be at customers cost. Delivery and pick up of equipment shall be at customers cost. Where a customer engages the supplier to provide services more than 50kms from Campbelltown, he customer must supply at their own cost, crew accommodation and one (1) meal per day. All quotations include GST and state stamp duty where applicable. This quotation does not include accommodation, meals, drum risers, spotlight operators, extra loading crew, licensed riggers or electricians, staging equipment, scaffolding for PA towers or front of house positioning, security power supplies, connections and disconnection for 3 phase power beyond 30m from distribution point, and any equipment or services not listed within the Hire Quotation/Booking/Job schedule. No crew member is permitted to work more than 12 hours without a 2 hour break.

### **9. Cancellation**

Should inclement weather or any other reason, cause the postponement or cancellation of the event or any part thereof, then the full contract price will be deemed due and payable less any monies not expended on wages, sub contractors and other services.

### **10. Indemnity**

The customer agrees to indemnify the supplier from any claim, action, proceeding, judgement, damage, loss, costs, expense or liability whatsoever incurred or suffered or brought or made or recovered against the supplier to the extent that the same arises or is connected with or all actions by the customer, representatives partners, or agents or all of its third part contractors or suppliers. The customer will be liable to the supplier regardless of any other contractual arrangements that they have entered into with third parties either known or unknown to the supplier.

### **11. Acceptance**

Acceptance of these Terms and Conditions of Hire must be received by the supplier (initialled copy) before the commencement of the provision of equipment or services. In the event that equipment or services are provided by the supplier prior to receiving written acceptance, the absence of any written objection to such provision shall be deemed acceptance of the Terms and Conditions of Hire as set out above.

### **12. Law**

The laws of New South Wales, Australia shall govern the terms and conditions of this agreement, and it is agreed that Campbelltown, New South Wales postcode 2560, provides the appropriate venue for any action due as a result of any dispute or breach of agreement between the parties arising hereunder.

## **Extent of Hire Services**

**Full Production Hire** includes the following; site inspection when practical; preparation of equipment in factory; function testing of equipment; electrical test of equipment as per Gov OH&S requirements; test all lighting fixture lamps; confirm equipment with customer; pack the truck safely and secure load; drive to venue and arrive on time; meet with venue staff and do a walk through; have a short planning discussion with crew; notify venue staff of any issues related to the job; set up and test sound equipment; set up and test lighting equipment; set up and test audiovisual equipment; do final inspection of work are to make sure OH&S compliant; run through rehearsal with clients, band or artists; operate function in a professional manner; clear stage; pack and load all equipment back into truck ;return to factory and unload clean and store away equipment used.; prepare and finalise paperwork.

**Delivery & Pick Up Hire (Wet Hire)** includes the following; preparation and sorting of equipment in factory; function test of all equipment; electrical testing as required as per Gov OH & S requirement; ensure all lamps are working; confirm correct equipment with customer; pack truck safely and secure load; drive to venue and arrive at agreed time; meet with venue staff or customer re location of equipment; set up and test equipment (if required as per the quotation); leave area tidy; arrive after function at agreed time and pack up equipment; load truck safely and secure: return to factory and unload; clean and store away equipment used; prepare and finalise paperwork.

**Customer Pick Up & Return (Dry Hire)** includes the following; preparation of equipment at factory; test all equipment as required per Gov OH & S requirements; ensure all lamps working; confirm equipment list with customer and pick up time; check off equipment when loading with customer; on return to factory, unload and check all equipment in; finalise paperwork.

Combined Entertainment Technologies Pty Ltd T/as

# **COMENTECH**

ABN: 64143942787

Delivery & Pick Up: 1/21 Grahams Hill Rd, NARELLAN, NSW 2567

**PHONE 1800 256 067 (02 4647 4423)**

FAX: 02 4647 4438

EMAIL: [enquiry@comentech.com.au](mailto:enquiry@comentech.com.au)

WEB: [www.comentech.com.au](http://www.comentech.com.au)

EFT Payments: BSB: 112-879 Acct: 456570811

Acct Name: Combined Entertainment Technologies Pty Ltd

VISA & MASTERCARD accepted for payments

Initials \_\_\_\_\_

