



Hire Agreement - Terms and Conditions.

1.a This agreement forms a contract between the hirer and **ASL** for the period of the hire, as specified in the hire agreement.

1.b **ASL** refers to the Company Genesis Pty. Ltd., trading as **All Sound and Lighting** (ABN: 67 119 158 351)

The hirer refers to the person taking delivery of the goods, and whose signature appears on the hire agreement.

Responsibilities undertaken by the hirer

2.a The hirer is required to produce satisfactory personal identification before the hire takes place.

2.b A deposit of \$100 is payable on all confirmed bookings. Deposit becomes a non-refundable booking fee on cancellation of Hire.

2.c Upon request, the hirer will make known to **ASL** the intended use and location of the equipment being hired.

2.d The hirer assumes all risk of loss or damage of Equipment. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to risks, while in transit, at all locations, named and unnamed, and while on your own premises.

2.e Your responsibility ends when all of the following conditions have been met:

- i. The Equipment has been returned to **ASL's** premises;
- ii. An inventory has been checked and completed and, if required, a missing and damaged list has been compiled;
- iii. An **ASL** representative has checked and signed for return of equipment.
- iv. Arrangements to **ASL's** satisfaction have been made to recover monies owed to **ASL** for lost or damaged equipment.

2.f The hirer remains fully responsible for all property being transported or stored on behalf of the hirer or any other third party by **ASL**. **ASL** will assume no responsibility for loss or damage to any equipment belonging to the hirer or any other third party.

Restrictions on the Use of the Equipment

3.a The Equipment may be used only by qualified and competent personnel and in strict accordance with the use contemplated in the Hire Agreement. The hirer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of any laws.

3.b You may not sublease all or any part of the Equipment without the express written permission from **ASL**.

Pick up and return of Equipment

4.a The hirer assumes full responsibility for any loss or damage incurred to equipment during transportation.

4.b Where pick up and drop off times have been arranged outside of business hours, a fee of \$65 will be incurred. **ASL** makes no guarantee to wait beyond 1 hour after the designated time. A fee of \$65 per hour or part thereof will be charged for waiting beyond the first hour.

Tampering with equipment

5.a You may not remove or cover any serial numbers, tags, nameplates, or identifying logos on the Equipment.

In the event that any of the above has been tampered with, or there appears to be evidence of attempt to remove same, the hirer will be responsible for the full cost of returning the equipment to original condition, or the purchase of new equipment at **ASL's** sole discretion.

5.b The hirer agrees to pay for full repair or replacement of any piece of returned equipment found with any defects, alterations, or substitute parts.

No Warranty or Guarantee

6.a It is the intention and obligation of **ASL** to hire all equipment in full and safe working condition. Upon request, the hirer may check all equipment before entering into the hire. Any damage to equipment incurred after the hire agreement has been entered into becomes the full responsibility of the hirer.

6.b Except as provided by law, the Equipment is hired to you without warranty or guarantee of any kind, express or implied.

Equipment Damaged or Stolen

7.a Upon return of damaged Equipment, **ASL** will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether Equipment should be replaced or repaired, **ASL's** decision shall be final. Should **ASL** determine that the Equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

7.b In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed, otherwise disappears, or is not returned for any reason, you will be responsible for the full cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

7.c The hirer must notify **ASL** as soon as it is realised that any Equipment hired from **ASL** is missing, as well as making an official report at the nearest Police Station.

Hire Charges and Late Charges

8.a The hirer agrees to return the Equipment prior to the date and time specified in the Hire Agreement or be subject to additional charges. A full additional day's hire will be charged for any Equipment not returned by the specified time and date. Full daily rates shall be charged for each day the Equipment is not returned after the date and time specified for the return of the Equipment. Long term billing rates will not apply to late return charges, even if they did apply in the original invoice.

8.b If any Equipment is returned in a damaged or non-working condition, the hire period will be extended by the shortest reasonable time necessary to repair such damage or replace as necessary the Equipment and return it to **ASL's** general inventory. **ASL** takes no responsibility for delays in repair or replacement of equipment attributable to causes beyond **ASL's** control. The acceptance of return of Equipment by **ASL** will not amount to a waiver by **ASL** of any claims that it may have against you.

8.c Hire charges for the damaged or non working item(s) shall accrue at the full hire rate for the item(s) irrespective of any package discounts or other discounts agreed at the inception of the Hire Agreement, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to **ASL**. If requested, you shall advance the money in order to allow **ASL** to repair or replace the Equipment.

Title and Ownership

9.a The hirer specifically acknowledges **ASL's** superior title and ownership of the equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

Right of Entry and Inspection

10.a **ASL** shall have the right to inspect the Equipment at any time during the hire term. You shall make any and all arrangements necessary to permit a representative of **ASL** access to the location of the Equipment. If breach of any of the provisions of the Hire Agreement occurs, **ASL** has the right to remove all of the Equipment without any liability to you, and without prejudice to **ASL's** right to receive hire charges due or accrued until the date of removal of the Equipment.

Indemnifying ASL

11.a You agree to indemnify **ASL** and to hold **ASL** and it's employees and agents harmless from and against any and all losses, damages, claims, demands or liability of any kind or nature, including legal expenses, arising from the use, condition or operation of the Equipment, and by whosoever used or operated during the hire term. This indemnification shall continue in full force and effect during and after the term of hire for causes arising during the term of the hire.

Other Terms

12.a When the hirer is a Corporation or other business entity, the person executing the Hire Agreement on behalf of such a Corporation warrants that he/she has full authority of such Corporation to sign the Hire Agreement and obligate the Corporation.

12.b **ASL** reserves the right to conclude the Hire Agreement and recover all payments due and Equipment in the event of an administrator or liquidator being appointed to the hirer, or the hirer being declared insolvent or a bankrupt.

12.c **ASL** reserves the right to vary or refuse any hire.