

# TERMS AND CONDITIONS OF HIRE

#### THE HIRER

In these Conditions and in the Hiring Agreement 'Hirer' means any person, company, corporation or Government instrumentality (including the personal representatives and permitted assign and any person or corporation entitled or required by law to administer the Hirer's affairs) who shall hire any equipment from CLEARLIGHT SHOWS PTY. LTD.

#### **INSURANCE**

All responsibility for goods on hire is with the Hirer. No unit is covered by insurance whilst on hire. The Hirer agrees to pay all costs for unpaid hire, damage to, or loss of any goods on hire.

#### DAMAGES

The Hirer agrees to pay all repair costs for equipment damaged by the Hirer and to reimburse CLEARLIGHT SHOWS PTY. LTD. at the currently applicable daily hire rate for that equipment for so long as it is unable to be re-lent following damage sustained during hire. In the event that the equipment is damaged beyond economic repair the Hirer agrees to pay to CLEARLIGHT SHOWS PTY LTD the replacement value of that equipment within 14 days of invoice.

#### I ATE RETURN

Should the equipment be returned after 11am on any day CLEARLIGHT SHOWS PTY. LTD. reserves the right to charge rental until 11am on the following business day ('business day' means any week day other than a public holiday).

## **DEFAULT IN PAYMENT / RIGHT OF RECOVERY**

If the Hirer shall make default in punctual payment of any monies payable hereunder, or fail to observe and perform the terms and conditions hereof, it shall be lawful for CLEARLIGHT SHOWS PTY. LTD. or its assigns to retake possession of the said equipment and for that purpose to enter into or upon any premises where the same may be and termination of the hiring under this clause shall not effect the right of CLEARLIGHT SHOWS PTY. LTD. to recover from the Hirer any monies payable hereunder, or damages for breach of these Conditions. The 'Conditions of Hire' are printed on the reverse side of the Hire Agreement. Please read them carefully before hiring equipment.

## **CHARGES**

Minimum hire \$55.00. Delivery and Pick Up minimum charge \$49.50 each way. Payment in full on collection of hire, unless an account has been established. A cash deposit is required for all hires (note a \$100.00 deposit on all drapes)(refundable on safe return of hired equipment). The Long Term prices are per week, for a minimum hire period of two weeks. One lead per light will be supplied free of charge, extra leads incur an additional charge. All prices are subject to GST.

#### **IDENTIFICATION**

Full photographic identification must be produced on collection of hire (Drivers' license or Passport)

## **EQUIPMENT**

CLEARLIGHT SHOWS PTY. LTD. is not responsible for customers' inexperience operating hired equipment. CLEARLIGHT SHOWS PTY. LTD. reserves the right to substitute other suitable equipment as required.

#### **LAMPS**

Where applicable, spare lamps will be supplied with the hire and must be returned with the equipment. Faulty or blown lamps must be returned for inspection. The Hirer must accept full responsibility for lost or broken lamps.

## **LOSS OR DAMAGE**

Loss or damage sustained to equipment during the hire period is the full responsibility of the Hirer. In the event the equipment is lost the Hirer agrees to pay CLEARLIGHT SHOWS PTY LTD the replacement value of the equipment within 14 days of invoice.

## **TESTING AND TAGGING**

All equipment supplied by CLEARLIGHT SHOWS PTY. LTD. is tested and tagged by qualified technicians. The responsibility for maintaining the currency of testing and tagging of all equipment on long term hire is with the Hirer.