

EQUIPMENT HIRE RENTAL TERMS & CONDITIONS

The following terms and conditions between Neighbourhood Productions (we/us/our) and the customer (you/your) apply to the provision of audio-visual, specialty event services, event staging and event production services including, but not limited to, the hiring of technical equipment, production services and decorative items & Services by us to you.

We will provide you with a written advice of our proposed charges in respect of the Services requested by you in the form of an estimate, proposal or hire contract (Quotation). In order for us to provide the Services you must first notify us in writing that you accept the Quotation (Notice), or by completing and signing the booking confirmation form.

Any estimate or proposal which is not a Quotation is provided by us as a guide to our charges only.

A. The Owner is the proprietor of the equipment listed in the Tax Invoice/ Quotation.

B. The Hirer will hire the Equipment specified in the Tax Invoice/ Quotation from the Owner upon the terms and conditions of this agreement.

C. In this document references to the owner shall mean Neighbourhood Productions and its employees. References to the hirer shall mean the person or entity referred to on the Tax Invoice/Quotation provided with the provision that the person signing this document or arranging for the supply of equipment is in fact authorised and has the power to do so and in the event that such person is not authorised that person shall be deemed to be the hirer.

1. HIRE OF EQUIPMENT

a. The period of hire shall commence from the commencement date and time specified in the Tax Invoice/ Quotation.

b. The period of hire shall terminate when the equipment is returned to the owner. In the case of loss of equipment, the period of hire shall terminate when the owner receives payment for replacement of the lost equipment. In the case of damage to the equipment the hire shall terminate when the owner receives payment for repair or replacement of the damaged equipment.

c. References to equipment shall mean all the items listed on the Tax Invoice/ Quotation provided together with additional items supplied at the address or instigation of the hirer and shall include all accessories, parts, containers and consumables supplied with the equipment.

d. The Hirer is entitled to use of the Equipment for the hire period as outline in the Tax Invoice/ Quotation and for any agreed extension of the period.

e. The Hirer agrees to return the Equipment to the address of the Owner on or before the end of the Hire Period as outlines in the Tax Invoice/ Quotation.

f. The Hirer agrees to pay additional rental fee's if the Equipment is returned after the end of the Hire Period.

g. The Owner will not refund any hire fee monies if the Hirer elects to return the Equipment prior to the end of the Hire Period, regardless of reason.

h. The owner is responsible for supplying equipment that is clean and in good working order at the commencement of the hire. It is the hirers responsibility to ensure that the equipment meets their criteria and is suitable for their use.

i. The hirer shall at all times use the equipment in a skilful and proper manner having regard to statutory and other regulations in force, including, where appropriate, the requirement for operation or use by a properly certified or licensed person. The hirer shall note all instructions and notices regarding the safe and proper use of equipment and if unfamiliar with the particular equipment the hirer shall be responsible for ensuring that the necessary information or instruction is obtained. The hirer is also responsible for ensuring that the equipment is not overloaded and is used with an appropriate power source.

j. The hirer shall at their own expense service, clean and maintain the equipment in good substantial repair and condition, reasonable wear and tear excepted.

k. Upon completion of the hire the equipment must be properly cleaned by the hirer otherwise a cleaning fee will be deducted from the deposit or charged to the hirer.

l. The hirer shall be responsible for all freight and other charges whether incurred by the owner of the hirer in respect to the delivery and return of the equipment.

m. The hirer shall be responsible for any loss of or damage to the equipment for any reason whatsoever except for damage that is caused by fair wear and tear, which will then be made to the sole desertion of the owner. The whole of the cost of repair or replacement will be deducted from the deposit or charged to the hirer.

n. In the event of breakdown or failure of the equipment the hirer shall immediately notify the owner and if requested return the equipment to the owners premises. The hirer shall under no circumstances repair or attempt to repair the equipment without the prior consent of the owner. In no event shall the owner be responsible for any expenditure loss or damage incurred by the hirer arising from any breakdown or failure of the equipment whether caused by fair wear and tear or any reason whatsoever.

o. The hirer shall be responsible for any loss or damage to property or persons caused by the equipment during the period of the hire for any reason whatsoever. This shall include any loss or damage that may occur during installation by the owner. It is the hirers responsibility to ensure that they are aware of and take steps to eliminate or minimise any likely damage that may occur during installation of equipment in order to complete the installation. The hirer shall indemnify the owner against any claims, damages or expenditure arising therefore.

p. Although all due care is taken to leave the site in the same condition as prior to installation, the owner does not take any responsibility for the restitution of the site. The hirer and/or the venue will assume responsibility for repairs, maintenance and restitution.

2. PAYMENT FOR RENTAL

a. The Hirer agrees to pay the Owner the hire fee specified in the Tax Invoice/ Quotation for the Equipment for the Hire Period, which includes any applicable GST.

b. The Hire Fee must be paid to the owner prior to or on the commencement date of the Hire Period unless otherwise specified in the Tax Invoice/ Quotation.

c. In the case that payments are overdue past the due date, the Hirer forfeits all / any discounts applied and will be liable to pay the full rental rate.

d. The hirer shall be responsible for all freight and other charges whether incurred by the owner of the hirer in respect to the delivery and return of the equipment.

e. Hiring charges shall be set out on the front of this document or as otherwise advised. In the event that there is any variation to the charges set out it is the hirers responsibility to ensure that such variation is clearly noted on this document. Hiring charges shall commence at the beginning of the Hire Period and shall cease on

completion of the Hire, where not otherwise defined, equipment returned late will be charged at full daily rate.

f. In the case that payments are overdue past the due date, the hirer is liable for all/any debt collection fees and charges, including but not limited to all/any legal and administration fees.

g. Interest is payable on all overdue accounts calculated on a daily basis at the rate of 1.5% per month as from the date due for payment until payment is received by the Owner.

h. A 2% surcharge applies to Visa, Mastercard and American Express payments over \$1,000.00

i. The owner may with sufficient cause such as failure on the part of the hirer to pay the hire charges or a breach of the terms and conditions terminate the hire and repossess the equipment at any time and may enter upon any premises for this purpose. The hirer shall indemnify the owner against any claims, damages or expenses arising out of such action.

j. All warranties and conditions are excluded to the full extent permitted by the owners and the owners only obligation resulting from any breach of any condition or warranty is limited to the supplying of the equipment again or repair of the equipment.

CANCELLATION

a. Force Majeure - If the owner is unable to perform any of its obligations, whether wholly or partly, by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authority or act of war. The owner may give written notice to that affect to the hirer, giving full particulars of such force majeure in which case the obligations of the owner under these terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The owner shall not be liable for any loss or damage suffered by the hirer as a result of any delays caused by such force majeure events.

b. Upon signature, payment or acceptance of hire, the hirer agrees to payment of the full total including any additions where applicable. Any termination at any time after the confirmation of the booking the hirer will incur any costs that the owner incurs eg. Accommodation/vehicles booked, contractor cancellation fees etc, and termination 7 days prior to the event from the hirer will incur a 25% minimum cancellation fee, 3 days prior to the event from the hirer will incur a 50% minimum cancellation fee, any termination 48 hours prior to the event from the hirer will incur a 75% cancellation fee, any termination 24 hours prior to the event from the hirer will incur a 100% cancellation fee, Percentages are based on the full booking value.

AGREEMENT OF TERMS AND CONDITIONS

a. Upon signature, payment or acceptance of hire, the hirer agrees to all terms within this document, and available publicly on our website www.neighbourhoodproductions.com



Neighbourhood Productions
Audio, Lighting, Staging & Backline / AV Hire, Sales & Installations
www.neighbourhoodproductions.com