

TERMS AND CONDITIONS OF BUSINESS

INTERPRETATION

In these terms and conditions, unless the context otherwise requires, dB Sound (NSW) Pty Ltd is referred to as the Company. The Corporation, person or firm dealing with the Company is referred to as the Customer, and Equipment means any other goods of any kind whatsoever hired by the Customer from the Company.

1.0 GENERAL

- 1.1 The customer acknowledges and agrees by placing orders that;
- 1.11 Certain clauses in these terms and conditions exclude, limit or modify the liability of the Company, and provide the right to indemnity from the Customer in certain circumstances.
- 1.12 The value of the Equipment that may be entrusted to the Customer by the Company and all the work for which the Customer obtains the Company Equipment will vary considerably and may be wholly disproportionate to the Company's charges which are not varied to accord such values.
- 1.2 The Customer similarly acknowledges and agrees that;
- 1.21 Because rental charges may not be proportionate to the other sums of money involved in the work, on which the Customer is engaged, the Company will only hire Equipment on the following conditions;
- 1.22 That the Company is not liable for any losses (whether consequential or otherwise, and whether due to negligence or otherwise) caused by defects or deficiencies of Equipment or failure to supply Equipment.
- 1.23 That the Customer releases the Company from and indemnifies the Company against all claims brought by any third parties in connection with hired Equipment.
- 1.24 The Company reserves the right to modify or to substitute the specifications of Equipment booked without previously informing the customer.
- 1.25 Stamp Duty is applicable at 1.5% on all contracts. Goods & Services Tax is applicable at 10% on all contracts.

2.0 PROPERTY RISK

- 2.1 The Customer is responsible for Equipment from the time it leaves the Company's premises by any means whatsoever until the time it is returned to the Company's premises and must compensate the Company for failure to return the Equipment at the end of the agreed hire period, in good condition, fair wear and tear excepted.
- 2.2 When Equipment is confiscated or held by customs or government bodies the Customer is responsible for replacement of the equipment and or additional hire and administrative charges.
- 2.3 To avoid inconvenience to other hirers, any extension of hire must be arranged prior to termination of original hire and is subject to the discretion of the Company.
- 2.4 The Customer must keep hired Equipment in its custody and must ensure that it is used in a skilful and proper manner by persons having the appropriate qualifications and experience and who are familiar with the type of Equipment being supplied. The Customer must protect hired Equipment from the elements and take all reasonable precautions to ensure that the Equipment is not damaged or destroyed.
- 2.5 Equipment may not be taken out of the state of New South Wales without written consent from the Company.
- 2.6 It is imperative that any damage be reported immediately upon return of the Equipment. All damages will be paid for by the Customer.

3.0 DELIVERY

- 3.1 Where, at the Customers request, Equipment is delivered or collected by the Company, the Company shall have an absolute discretion as to the mode of delivery or collection and what amount shall be charged for delivery or collection. Delivery and or collection of Equipment by the Company shall be at the Customers own risk.
- 3.2 Pick up and return of all rental Equipment is at the Company's premises or as directed by the Company. Where the delivery or pickup is made it is at the Customers own risk and exposure.

4.0 PAYMENT

- 4.1 The hire charges for Equipment commences from the time the Equipment leaves the Company's premises and terminates when the Equipment is returned to the Company's premises.
- 4.2 The Company does not supply Equipment on account unless credit facilities have been established a minimum of thirty days prior to the date of the hire commencing. Any Customers who does not hold an active account must any balance outstanding at the end of the hire period. Failure to do so will attract an administrative fee of no less than twenty five dollars. Account Customers who fail to pay within 14 days of the due date will be placed on STOP SUPPLY until payment is received.
- 4.3 Notwithstanding Clause 4.2, the Company may at the time of any order, delivery and collection of Equipment demand payment in full upon such order, delivery or collection.
- 4.4 The Company reserves the right to set a minimum invoice value of \$20.00 nett and reserves the right to refuse hire Equipment to the Customer in the event that the Customer fails to comply with the Company's terms of payment.
- 4.5 The Company will interim bill the Customer on a monthly basis for contracts less than five hundred dollars or fortnightly for contracts greater than five hundred dollars, where the term of hire exceeds 30 days.
- 4.6 The Company reserves the right to alter Equipment charges on a varying scale, dependent on quantity, Equipment, availability, rental period and payment procedure.
- 4.7 The Company reserves the right to discount Equipment charges on a varying scale, dependent on quantity, Equipment, availability, rental period and payment procedure.

5.0 LIMITATION OF LIABILITY

- 5.1 Insurance on hired Equipment is at the Customer's expense. A written valuation is available one week before the collection date. This cover should be for loss or damage to the Equipment.
- 5.2 The Company or its employees shall not be responsible for any loss or damage by the rented Equipment, whether to the Customer or its property, or any other person, firm or occupation, nor shall the Company be liable for any delay or failure thereof, or for the interruption of use of the same or the loss resulting there from.
- 5.3 The Company's liability for furnishing incorrect or defective Equipment to the Customer is limited to a rebate of the rental charged for such Equipment where incorrect or defective Equipment is reported within 6 hours of delivery or collection.
- 5.4 The deterioration of batteries of any description whilst in the Customers possession is the sole responsibility of the Customer.
- 5.5 Customers remain liable for all risks of loss damage while the Equipment in their possession without limitation. This includes leaving Equipment in an unattended vehicle whether locked or otherwise.
- 5.6 All light globes must be returned whether functioning or not. Failure to do so shall incur the full replacement cost.

6.0 WAIVER

- 6.1 Failure of the Company to insist upon strict performance by the Customer of any terms and conditions, contained herein, shall not be taken to be a waiver thereof or of any right of the Company in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion.

7.0 HIRE CHARGES

- 7.1 Hire charges for Equipment are as published in the current price list but are subject to change without notice.
- 7.2 Equipment is charged by the day or by the week. The rental 24 hour day starts at 12 midday and ends at 12 midday. Early pick-up and late returns must be organised with the Company at the time of booking. Equipment must be returned by midday on the day after the hire period to avoid another full day's rental charge. However, the Company reserves the right to insist on adherence to the 12 midday return where necessary and with prior arrangement between the Company and the Customer. Late returns are charged at the first day rate for every day past the due in date. Refusal to return hired goods is a breach of contract.

8.0 CANCELLATION CHARGES

- 8.1 Cancellation of reserved Equipment within forty-eight hours of collection will attract a fifty percent cancellation fee for the first day. Sub hired Equipment will be charged at our suppliers rates. Cancellation within twenty-four hours of collection will attract a one hundred percent cancellation