



## **THE STAGING COMPANY PTY LTD STANDARD TERMS AND CONDITIONS OF HIRE – PLAIN ENGLISH**

- We always own the equipment, no matter what!
- If it breaks because it is defective, we will replace it immediately, if we can.
- If it breaks or damaged because of abuse or misuse, the above applies, but you pay.
- If you lose it, we will charge you for the replacement cost.
- We supply the equipment in good faith to perform the task for which it is designed. You indemnify us against any legal action relating to how it is used, against any damage or injury it causes, or any form of back charge relating to contractual agreements.
- The hire charges commence and terminate at the time the equipment leave and return to our premises. If you extend your hire or fail to return it at the specified time and date, then additional charges will apply.
- You will return the equipment to us in a similar condition to its arrival. Fair wear and tear accepted.
- Terms of payment are payment before delivery, unless you have an account with us
- If you 'Dry hire', then you load and you unload the hired equipment at our depot.
- If we provide you with a service then access to the site is to be when specified. If we have to wait to install, packdown etc, or re deliver then we will charge you extra.
- If you cancel within 48 hours of the hire commencing a 50% hire charge will be applicable. Goods not in our control will not be covered by TSC's insurance.



## THE STAGING COMPANY STANDARD TERMS AND CONDITIONS OF HIRE

These standard Terms and Conditions will be binding to any customer to whom this document is addressed and constitutes an agreement between The Staging Company Pty Ltd (herein called TSC) and the Customer in relation to hiring of the equipment described on the face of this document.

**1.** In these terms and conditions and in the front hereof, unless the context of subject matter otherwise indicates the singular includes the plural and vice versa and "the equipment" mean the equipment referred to on the front hereof.

**2.** "The Staging Company" means the proprietors of the registered business name "The Staging Company Pty Ltd" (herein called TSC) as printed on the face of this document their successors and transferees and all officers, managers and agents of TSC and of each company associated therewith;

**3.** The Customer shall pay all the charges to TSC in advance prior to delivery unless the customer has a credit account with TSC, in which case payment shall be made within thirty (30) days of the customer taking delivery.

**4.** The Customer shall be deemed to take delivery of the equipment at the warehouse of TSC or its agents, notwithstanding any provision for transportation of the equipment by TSC to the Customer or its agents. In any event, all freight costs shall be payable by the customer.

**5.** The period of hire shall not exceed three (3) months but if the Customer wishes to use the equipment beyond that period, the Customer must, prior to the expiration thereof, rehire the equipment for such extended period as TSC may be agreeable to at the then current hire rates charged by TSC

**6.** The Customer shall be liable for a cancellation fee if the Customer cancels the hire within 48 hours prior to proposed acceptance of delivery. The Cancellation Fee shall equal 50% of the total hire charge for one (1) day.

**7.** None of the equipment shall be taken interstate or overseas without prior written consent of TSC..

**8.** The Customer undertakes –

**a.** to carefully inspect the equipment at the warehouse of TSC or immediately on taking delivery of the equipment from TSC and shall inform TSC in writing within 8 hours of delivery if there is any loss or shortage;

**b.** throughout the period of hire to maintain and to return the equipment in the same condition as it was when the Customer first took possession, less fair wear and tear as determined by TSC;

**c.** not to part with possession of the equipment and not to cause or permit any part or equitable lien or any encumbrance to take effect or be created over or in respect of the equipment;

**d.** not to affix the equipment or any part thereof to any building or other property;

**e.** not to sell, mortgage, sub-let or assign the equipment;

**f.** to return all of the equipment promptly to TSC at the end of the period of hire without any requirement by TSC to make a demand in relation thereof. The Customer undertakes to return the equipment by 10a.m. on the specified return date and otherwise a charge equal to the daily rate will be made for each day including the specified return date and each day thereafter in respect of late returns;

**g.** The Customer agrees to return all equipment in the state that it was hired. The customer acknowledges that a fee will be charged by TSC if equipment requires cleaning beyond normal hire condition.

**g.** promptly to pay the charges in accordance with the terms set out herein that no demand shall be made by TSC therefore;

**h.** to permit (and to obtain permission for) TSC by any of its officers, servants and agents to enter the premises where the equipment may be located and (without prejudice to any other claims or rights as TSC may have to damages or otherwise) to permit the repossession by TSC of the equipment TSC determines that any breach of any term or condition of hire has been committed;

**i.** to pay TSC for any costs incurred by TSC for removal of the equipment or the re-delivery of the equipment to TSC;

**j.** not to bring or maintain or be party to or assert any action, claim, under-claim or set-off law or in equity or in variance from or inconsistent with any of these terms and conditions.

**k.** the Customer agrees to indemnify TSC against any claims or whatsoever or howsoever made in respect of the equipment or the use thereof arising out of any event occurring during the period of hire.

**9.** the Customer shall be responsible for any loss or damage to any of the equipment arising during the time from when the Customer is deemed to take delivery of the equipment at the warehouse of TSC until the customer returns the equipment to the warehouse of TSC. Customer agrees to pay full replacement costs for any equipment lost or considered by TSC as being irreparably damaged. Such equipment shall be made by the Customer within seven (7) days of such loss or damage coming to the attention of TSC.

**10.** the Customer shall be responsible for all loss or damage whatsoever or whatsoever caused to any person or property in relation to the equipment or the use thereof and without limiting that responsibility, the Customer shall be liable to affect public risk insurance in relation to the equipment for the duration of the period of hire.

**12.** The Customer shall not assign either the equipment or this Agreement or any obligation as to payment hereunder to any person without prior written consent of TSC which consent may be withheld absolutely and in any event any consent shall not release the Customer named herein from personal liability hereunder.

**13.** The Customer is hereby obligated to report any shortage/damage/malfunction in the equipment to TSC not later than upon return of equipment to TSC.

**14.** The supply of equipment and any services in relation thereto (including any service or maintenance charges in respect of longer term periods of hire) shall be subject to availability and be at the discretion of TSC.

**15.** The Customer acknowledges that all conditions and warranties which may be implied in relation to the supply of goods or services by TSC to the Customer by virtue of the Trade Practices Act 1974, as amended, and the provisions of any other applicable law of Australia and the States of Australia are to the extent permitted by those Acts including any consequential loss which the Customer may sustain shall to the extent permitted by that Act be to:

(i) in the case of goods, at the option of TSC, any one or more of the following –

(a) the replacement of the goods or supply of equivalent goods;

(b) the repair of goods;

(c) the payment of the cost of having the goods repaired.

(ii) in the case of services, at the option of TSC –

(a) the supply of services again, or

(b) the payment of the cost of having the services supplied again.

**16.** If any of these terms and conditions is or becomes for any reason wholly or partially invalid, that term and condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining terms and conditions.

**17.** The Customer will be default if:

**a.** It breaches any of its obligations under this Contract and fails to remedy the same within seven (7) days of being required by TSC to do so;

**b.** It breaches any essential Term of this Contract

**c.** Insolvency. Where the Customer being a corporation, is insolvent, is wound up or goes into Liquidation or has an Administrator appointed to it or has a Receiver appointed over any assets. Where the Customer is a natural person he or she is or becomes insolvent or makes an assignment for the benefit of his or her creditors, or commits an act of bankruptcy under the *Bankruptcy Act 1966* or is declared bankrupt.

**d.** On the happening of a default event, TSC may, without prejudice to any of its other rights either under these Terms or at law and without previous notice to the Customer, enter any Site where TSC believes the equipment is located, re-possess it and the Customer hereby agrees not to make any claim or bring any action against TSC as a result of the re-possession of the equipment.

**e.** The Customer agrees to indemnify TSC and keep TSC indemnified against any loss or liability expense or cost which might be incurred by TSC in entering upon the site and taking possession of the Equipment or any item thereof. Such indemnity shall cover any liability to any third party for trespass or for damage to the Site occasioned through the entry to the Site, the re-possession of the Equipment or its removal from the Site.

**18.** Subject to the clauses above TSC shall not be liable for any loss damage or injury of whatsoever kind or nature (including indirect or consequential loss or damage) and howsoever arising sustained by the Customer its servants or agents and which is in any way, attributable to the Equipment, its installation or use including any loss, damage or injury arising out of any negligent act or omission on the part of TSC, its servants, agents or contractors.

**19.** TSC will only be liable for the hire portion costs on TSC equipment if a show defaults through a fault of The Staging Company equipment.

**20.** Hire charges are subject to change without notice and are quoted in Australian dollars. Unless otherwise specified, quotes given over the phone are only estimates and may not include delivery, freight, installation and/or operator fees or GST.