

TERMS & CONDITIONS OF HIRER

1. Definitions and Parties

- 1.1. "Owner" means Ardacious Productions.
- 1.2. "Hirer" means the party, including any permitted legal representatives, hiring equipment from the Owner.
- 1.3. "Goods" refers to the equipment specified on the front of this document or any substituted equipment as provided by the Owner. Where parties to this Contract consist of multiple legal entities, any obligations arising from this Contract apply jointly and individually.

2. Hire Period

- 2.1. The Owner agrees to hire the Goods to the Hirer for a specified Hire Period as agreed upon in the terms of this Contract.
- 2.2. The Hirer assumes responsibility for the return of the Goods to the Owner, including any associated costs.
- 2.3. During the Hire Period, the Hirer shall use the Goods skillfully, ensuring they are kept in good and substantial condition, accounting for reasonable wear and tear.

3. Title Retention

- 3.1. Full title to the Goods remains with the Owner, even while they are in the possession of the Hirer. The Hirer is granted only the right to use the Goods as per the terms and conditions of this Contract.

4. Hire Duration

- 4.1. The Hire Period will conclude upon the occurrence of one of the following:
 - 4.1.1. The Hirer returning the Goods to the Owner at the Owner's specified address and settling all outstanding payments due under this Contract.
 - 4.1.2. In the event that the Goods, or a part thereof, are lost, destroyed, or damaged, the Hire Period will conclude when the Hirer pays the Owner in full, pursuant to clauses 11 to 14, along with any other outstanding payments due under this Contract.

5. Late Return

- 5.1. In the event that the Goods are not returned to the Owner on the agreed due date, the Hirer shall, upon demand, pay an amount equivalent to the daily rate of the Goods for each day that the Goods remain unreturned.

6. Hire Rates and Breach

- 6.1. Should the Hirer fail to pay any hire charges on the due date, or fail to comply with any other terms or conditions outlined in this Contract, or return the Goods, or request the Owner to take possession of the Goods before the conclusion of the term of this Contract, or make any misrepresentations or misstatements in the Contract, the Hirer shall be deemed to have repudiated and be in breach of this Contract.
- 6.2. In such circumstances, the Owner shall have the right to terminate this Contract and retake possession of the Goods, if still in the possession of the Hirer.
- 6.3. In the event of such termination, the Owner may recover from the Hirer:
 - 6.3.1. Any money due by the Hirer under this Contract.
 - 6.3.2. An amount equal to the balance of the installments of the total hiring charge remaining unpaid up to the termination date.
 - 6.3.3. If the Goods are not returned, all repossession expenses incurred by the Owner.

7. Security Bond

7.1. At the Owner's discretion, the Owner may require the Hirer to pay a refundable bond before the Hire Period commences. This bond will be refunded to the Hirer upon return of all hire equipment in the same condition as it was received at the commencement of the Hire Period.

7.2. Any damage to or loss of the Goods will result in a charge to the Hirer equivalent to the full replacement or repair cost of the equipment. This charge is in addition to the total cost of the Hire Contract and may be deducted from the bond, along with a 15% administration fee.

7.3. If the refundable bond proves insufficient to cover the total cost of repair or replacement, the balance must be paid by the Hirer to the Owner immediately. Failure to comply with this may result in charges being deducted from the credit card provided by the Hirer. The Hirer, by signing in agreement to these Terms & Conditions, forfeits the right to dispute such transactions with the Owner or the Hirer's financial institution. Any refunds to the Hirer may be issued as a payment by the Owner or as a credit for the Hirer's next equipment hire.

8. Overdue Payments

8.1. In the event that the Hirer has not paid all charges upfront prior to receiving the Goods, the Hirer will subsequently be invoiced for the applicable charges.

8.2. Failure to pay the due amounts within the specified trading terms will result in the Hirer, upon demand, paying interest calculated at the rate of 25% per annum on all amounts due but unpaid. Additionally, a monthly administration fee of \$25.00, inclusive of GST, will apply.

8.3. The Owner reserves the right to remove all discounts on amounts due but unpaid and past the specified trading terms.

9. Risk

9.1. The Hirer shall inspect the Goods prior to accepting them on hire and ascertain that they are fit for the use for which they are required.

9.2. The acceptance of the Goods by the Hirer, or any person acting on their behalf, shall be deemed conclusive evidence of the inspection and approval of the Goods.

9.3. The Owner accepts no responsibility for injuries caused by the Goods, whether due to faults or other factors, while they are on hire.

10. No Warranty

10.1. Subject to the terms and conditions implied by the Competition & Consumer Act 2010 and by any applicable statute of Western Australia that implies terms and conditions that may not be excluded, this Contract embodies all the terms and conditions of the transaction between the parties.

10.2. The Hirer acknowledges that the Owner has not given any warranty or representation to the Hirer regarding the condition, quality, or operation of the Goods, their suitability or fitness for any ordinary or special use, or their correspondence to any description.

10.3. This applies at any time prior to or during the term of this Contract. However, the Owner warrants that it is not aware of any reason why the Goods are not suitable or fit for their intended use.

11. Return Condition

11.1. All Goods hired out must be returned in the same condition as they were received.

11.2. Failure to do so may result in the Hirer being responsible for cleaning or re-rolling fees for items such as cables and leads, breakages caused by the Hirer, or any other damage to the Goods.

12. Loss or Damage

12.1. The Hirer must promptly notify the Owner of any loss or damage to the Equipment, providing details of the date, location, and circumstances of the loss or damage.

12.2. Any Goods lost or damaged from any cause, other than reasonable wear and tear, until the Goods are returned to or collected by the Owner after the Hire Period, will be paid for by the Hirer.

12.3. In cases where the Goods are found to be irreparable, the Hirer must pay for the full replacement cost upon demand from the Owner.

13. Return of Lost Goods

13.1. If lost Goods are subsequently found and returned to the Owner in proper condition, the Owner is not obliged to refund any payments to the Hirer. This includes cases where the Hirer has paid for any replacement costs of the said Goods.

14. Indemnity

14.1. The Hirer shall indemnify the Owner from and against all loss or damage to the Goods and against costs, claims, losses, and expenses arising out of the use of the Goods during the Hire Period.

14.2. The Hirer acknowledges that the Goods are not covered by insurance under this Contract, and while the Goods are in the Hirer's possession or control, they are held at the Hirer's risk. The Hirer is responsible for keeping the Goods safe and secure during the Hire Period.

15. Indemnity Payable

15.1. The amount of indemnity payable by the Hirer to the Owner may include but is not limited to:

15.1.1. Costs related to damage to property or injury to persons or the use of the Goods.

15.1.2. Costs to replace and reinstate the Goods to the Owner as per clauses 6 and 11.

15.1.3. Costs of repair, including freight and other charges associated with the repair.

15.1.4. Any loss incurred by the Owner in relation to any breach of this Contract.

15.1.5. Any money that the Owner may have paid to make good any failure by the Hirer to satisfy any of its obligations under this Contract.

15.1.6. Any money the Owner may have paid or expenses incurred in the protection or enforcement of its rights under this Contract.

15.2. The Owner may require the Hirer to pay anticipated costs on demand, even if they have not yet been incurred by the Owner.

16. Freight

16.1. If the Hirer requests the Owner to transport the Goods to or from the Owner's premises, the Hirer will be responsible for paying all charges incurred by the Owner in delivering, installing, and/or collecting the Goods. These charges are in addition to the hire charges.

17. Alteration

17.1. The Hirer shall not sell, assign, mortgage, pledge, underlet, lend, or otherwise deal with any of the Goods or part with possession of any part thereof without the prior written consent of the Owner.

17.2. In cases where the Goods are installed by the Owner, the Hirer shall not remove the Goods or any part thereof from the premises without the prior written consent of the Owner.

18. Hire Use Obligations (Repairs)

18.1. The Hirer acknowledges that no repairs of any nature whatsoever are to be affected to the Goods except under the supervision of the Owner or its appointed representative.

18.2. The Hirer shall not, without the written permission of the Owner, open the outer casing of any of the Goods or in any way adjust any of the component parts contained within such a case.

19. Hire Use Obligations (Fixture)

19.1. The Hirer shall not install any of the Goods or affix them to any land or buildings in such a manner as to make any of them legally a fixture forming part of any freehold.

20. Hire Use Obligations (Defacement)

20.1. The Hirer shall not allow any plates or marks affixed to the Goods (whether in position at the time of commencement of hiring or subsequently affixed by the Owner during the period of hiring) to be damaged, obliterated, defaced, or covered up.

20.2. The Hirer shall also be liable for any failure of loudspeakers or horn diaphragms or microphone inserts, caused in the opinion of the Owner by misuse, overpowering, or feedback.

21. Termination

21.1. The Owner may terminate this Contract under the following circumstances:

21.1.1. The Hirer defaults in the punctual payment of any money payable under this Contract.

21.1.2. The Hirer commits an act of bankruptcy, becomes bankrupt, enters into a scheme or arrangement with its debtors, or experiences any similar financial hardship.

21.1.3. The Hirer is a company that goes into liquidation or has a receiver or administrator appointed.

21.2. Upon termination, the Owner may repossess the Goods at the cost of the Hirer and may enter any premises where the Goods are located for this purpose.

22. Property Assignment (PPSR)

22.1. This Contract establishes a security agreement between the Owner and the Hirer in relation to the Goods. The Owner may, at the Hirer's cost, register its interest in the Goods against the Hirer on the Personal Property Securities Register for the duration of the time the Hirer has possession of the Goods.

22.2. If the Hirer grants a security interest to any person over their property, that security interest must expressly exclude the Goods. If the Hirer has already granted a security interest over its property to any person before taking possession of the Goods that security interest must be amended to expressly exclude the Goods.

23. Owner Attendance & Inspection

23.1. The Owner shall have the right at any time to inspect any of the Goods and for such purposes to enter upon the premises where the Goods are being used or stored.

23.2. The Hirer agrees to indemnify the Owner in respect of any claim made upon the Hirer by any third party as a result of the Owner exercising its rights of such entry.

23.3. The Owner shall also have a right of entry in accordance with this clause for the purpose of removing the Goods after the termination of the Hire Period or earlier as herein before authorized.

23.4. If the Hirer owns the premises, the Owner will not be liable to make good any damage caused to the premises as a result of the Goods being removed, provided that the Owner will take reasonable steps to minimize any damage to the premises.

23.5. If the Hirer does not own the premises, the Owner shall make good any damage it causes to the premises as a consequence of such removal. The Hirer shall indemnify the Owner against and pay for all costs associated with such removal.

24. Goods Substitution

24.1. The Owner reserves the right to substitute any of the Goods the subject of this Contract with other Goods, including those of a different brand or model. The substituted Goods shall be of a similar standard to the original Goods. The Owner will notify the Hirer whenever such a change is made.

25. Additional Agreements

25.1. It is agreed between the parties that:

25.1.1. Time is of the essence in all aspects of this contract.

25.1.2. If any clause or part of a clause of this contract is held invalid or unenforceable, then such part shall be severed, and the remainder of the Contract shall remain enforceable.

25.1.3. Any employee or agent of the Hirer signing on behalf of the Hirer is reasonably understood by the Owner to be a person having sufficient authority to bind the Hirer to the terms of this Contract. The person signing warrants that this is the case, and the Hirer shall not repudiate such authority.

25.1.4. No waiver by either party of the breach or non-performance of any term, condition, or obligation under this contract shall be a waiver of any subsequent breach of the same or any other term, condition, or obligation.

26. Jurisdiction

26.1. This Contract is governed by the laws of Western Australia, and the parties consent to the jurisdiction of the Courts of that State.

27. Identification

27.1. The Hirer agrees to allow the Owner to take a photograph of the Hirer for security and photographic identification purposes.

28. Cancellation Fees

28.1. When you book with us, you are requesting us to allocate staff, preparation time, and equipment for your event. Equipment and paperwork are prepared the day prior to the event, and staffing schedules are released up to a week in advance of your event.

28.2. Cancellation Fees are as follows:

28.2.1. If the event is canceled 72 hours or more prior to the event, a cancellation fee of 20% of the total hire fee will be applied.

28.2.2. If the event is canceled 48 hours prior to the event, a cancellation fee of 25% of the total hire fee will be applied.

28.2.3. If the event is canceled 24 hours prior to the event, a cancellation fee of 30% of the total hire fee will be applied.

28.2.4. If the event is canceled on the day of the event, a cancellation fee of 50% of the total hire fee will be applied.

Events including services of delivery, set up, operation, pack down, and pick up

28.3. It is the responsibility of the Hirer to notify us of any information that affects our ability to assist in a successful event. This includes details such as load-in and load-out dates/times, loading dock/parking access, operation dates/times, stairs or elevators, on-site contacts, addresses, location information, access to power, induction information, site visits, and equipment provided by the Hirer.

29. Equipment Rental – Pickup and Return

29.1. It is the responsibility of the Hirer to provide us with the necessary information for a confirmed booking:

- Full Name, Full Address, Email Address, and Mobile Phone Number (also Venue Address if applicable).
- An Additional Backup Contact Mobile Number and Name.
- The Name and Details of the Person Collecting/Returning the Equipment if this is Not You.
- Signed Confirmation/Deposit/Full Payment forwarded at least 72 hours prior to your pickup.
- If you are picking up the equipment yourself, standard policy would be that you pay on collection. You can pay in advance if you wish to do so.

29.2. The Hirer is responsible for understanding the vehicle requirements for equipment collection and ensuring that they have appropriate transport and tie-down straps to prevent damage to the equipment. The Hirer is also responsible for understanding the cabling and connections provided as part of the hire.

29.3. Other Important Information for All Bookings

29.4 The Hirer must understand the vehicle requirements for the collection of equipment and ensure they have the appropriate transport and tie-down straps to prevent damage to the equipment.

29.5 The Hirer must provide the necessary information for a confirmed booking, including personal and backup contact information, the name and details of the person collecting/returning the equipment, and confirmation/payment at least 72 hours prior to pick up.

29.6 The Owner reserves the right to take a photocopy of the driver's license and a photo of the Hirer when collecting equipment for identification purposes.

29.7. In the event of equipment failure, the Owner offers 24-hour phone support, and it is the Hirer's responsibility to notify the Owner of any issues and allow enough time prior to the event to set up the equipment and become familiar with its operation.

29.8. Equipment pick-up times are Monday 9.30 – 10.30am and Friday 9.30 10.30am. Deliveries and collections outside of these hours will be considered after-hours. Pick-up times on a Saturday are from 9.30 – 10.30am.

30. Booking Fee

30.1 The Hirer will pay a 20% non-refundable booking deposit to secure hire of equipment.