



## RENTAL TERMS & CONDITIONS

These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Customer. The Company is only prepared to hire Equipment upon these terms and conditions and no contract for the hire of equipment shall exist between the Company and the Customer except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Company. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order.

### DEFINITIONS

In these terms and conditions unless the context otherwise requires:

(i) "The Company" means Video Australasia Pty Ltd A.C.N. 091236761 A.B.N. 48091236761 which expression shall include any or all companies related or any subsidiary successors and assigns of Video Australasia Pty Ltd.

(ii) "The Customer" means the person (including his successors, representatives and permitted assign) hiring equipment from the Company and where there is more than one Customer the covenants on their part contained herein shall be deemed joint and several covenants.

(iii) "Equipment" means all or any film or video equipment or any other goods of any kind whatsoever hired by the Customer from the Company.

### HIRE CHARGES

Hire charges for equipment are as set out in the rate card. The Company reserves the right to alter its hire charges without notice. The Customer will pay to or reimburse the Company all delivery costs, stamp duty and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer.

### PAYMENT

(1) Hiring fees must be paid prior to the hiring of Equipment or in the case of Account Customers within 30 days from the date of the Company's invoice unless otherwise expressly agreed to in writing by the Company. Credit Accounts will only be opened where warranted by the Customer's volume of business and where the Customer can establish its credit worthiness to the satisfaction of the Company. An approved Account Application form is required prior to hiring, even on a COD basis. All first time rentals are on a COD basis, unless they are to be shipped. If equipment is to be shipped, first orders are to be pre-paid. A safety deposit is required on all COD orders. The deposit will be refunded upon return of the order barring any damage, missing equipment or late changes.

(2) Notwithstanding Clause (1), the Company may at any time of any order, delivery or collection of Equipment demand payment in cash upon such order, delivery or collection.

(3) The Company reserves the right to set a minimum invoice value from time to time at its discretion and reserves the right to refuse to hire Equipment to the Customer in the event that the Customer fails to comply with the Company's terms of payment.

### COMPANY LIMITATION OF LIABILITY

(1) The Company shall not be liable to the Customer or the Customer's servants or agent for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of the Company, its servants, agents or otherwise.

(2) The Customer agrees to indemnify and to keep indemnified the Company and the Company's servants and agents against any claims actions, suits and demands brought by third parties arising out of the use of the Customer of the Equipment or otherwise arising out of or in connection with this contract.

### CUSTOMER LIMITATION OF LIABILITY

If the Company agrees in writing to limit any claim for loss or damage to the Equipment, the Customer hereby agrees and accepts the following charges, terms and conditions. The Customer acknowledges that the Company has not in any way represented itself to the Customer as a person carrying on the business of insurance.

#### a. Charges

(1) For domestic equipment hire, insurance levies limiting customer liability are included in quoted and invoiced price.

(2) The Customer must notify the Company if equipment is to be taken outside Australia and an additional insurance premium will be levied, according to the value of equipment, duration and location of shoot.

(3) The Customer acknowledges that in the event of loss or damage to the Equipment the Company will limit the claim to sixteen hundred and fifty dollars inc. GST (\$1,650.00 inc. GST) in relation to each and every claim.

#### b. Terms

The Company will limit any claim for loss or damage to Equipment within Australia (or worldwide if specifically agreed to in writing) but such limitation EXCLUDES loss or damage to the equipment in the following circumstances:

1. Loss or damage directly or indirectly caused by or arising from or contributed to by:
  - (a) misuse;
  - (b) mechanical or electrical breakdown or the application of the wrong current;
  - (c) mechanical or electrical derangement unless caused by overturning of or a collision involving a vehicle in which the equipment is being conveyed;
  - (d) breaking of equipment wholly or partly of a brittle nature, unless caused by fire or thieves or by accident to the vessel or conveyance in which such equipment is being transported;
  - (e) action of light or climatic or atmospheric conditions or extremes of temperature;
  - (f) exposure to water, dust or sand;
  - (g) confiscation, detention, commandeering, requisition or destruction or damage by order of any government (whether lawfully constituted or otherwise) or by any public authority or customs;

- (h) any loss or damage outside Australia;
  - (i) breakage of valves, filters, electric bulbs, lens elements and the like;
  - (j) overheating of lighting or projection apparatus;
  - (k) scratching of lenses;
  - (l) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (m) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (n) war, invasion, act of foreign enemy, hostilities (whether war be declared or not);
  - (o) civil war, conspiracy, rebellion, revolution, insurrection, mutiny, riot, strike, block-out, civil commotion, military or usurped power;
  - (p) terrorism, being an act which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;
  - (q) any action taken in controlling, preventing, suppressing or in anyway relating to an act of terrorism;
  - (r) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
2. Theft or dishonesty by the hirer, the hirer's agent and/or any employee of the hirer.
  3. Theft from any unattended unlocked vehicle.
  4. Consequential loss or damage of any kind whatsoever which the hirer may suffer as a result of the loss or use or malfunction of the equipment or by reason of claims by third parties for failure to fulfil any contract.
  5. Loss or damage to two-way radios.
  6. Loss or damage to equipment whilst same is being cleaned, repaired, restored or worked upon.
  7. Loss or damage to equipment left unattended in a public place.
  8. Loss or damage directly or indirectly caused by or arising from or contributed to by the equipment;
  9. Loss of or damage to the equipment during transit when packing, having regard to the nature of the equipment and the circumstances of the transport to be insufficient; but this exclusion shall not apply to equipment which may be taken by the hirer as hand or personal luggage or to equipment conveyed by road vehicles in conformity with the customs and usages of the trade.

#### **c. Conditions**

- (1) All ordinary and reasonable precautions for the safety of the Equipment must be taken.
- (2) In the event of loss or damage the Customer shall:
  - (i) forthwith notify the Company and the Police where necessary, and take any practicable steps towards the discovery and recovery;
  - (ii) as soon as practicable give full written report of the circumstances of the loss or damage to the Company;
  - (iii) and at the same time furnish to the Company any particular or evidence as may be reasonably be required by the Company or its insurer including attending at a lawyer's office and at Court to give evidence.
- (3) The due observance and fulfilment of the Terms and Conditions and Endorsements as stated above in so far as they relate to anything to be done or complied with the Customer and the truth of the statements and answers made by the Customer at the time of instigating the loss and damage waiver are conditions precedent to the Company limiting the liability of the Customer for any claims for loss or damage of the Equipment

#### **POWER OF ENTRY**

- (1) The Company may enter any premises where the Company reasonably believes the goods are located for the purpose of inspecting, testing or taking possession of the goods in accordance within this Agreement and the Customer hereby indemnifies the Company against any liability the Company may incur in the exercise of its rights under this clause.

#### **TERMINATION BY COMPANY**

The Company may, not withstanding the specified period of hire and not withstanding any waiver of some previous default, forthwith terminate this contract and repossess the Equipment in any of the following events:

- (i) if the Customer shall fail to pay any hiring charges within two (2) days of the due dates;
  - (ii) if the Customer shall do or permit any act or thing whereby the Company's rights in the Equipment may be prejudiced;
  - (iii) if the Customer commits any breach of contract;
  - (iv) if the Customer should become or be made insolvent or bankrupt or make any agreement or composition with its creditors or in case of the Customer being a limited company, should an order be made or a resolution passed for the winding up of such company.
- (2) If such termination occurs the Customer will pay the Company all costs and charges already incurred under this contract.

#### **GENERAL INSTRUCTIONS TO CUSTOMERS**

- (1) Equipment must not be used on any abnormal or hazardous assignment or taken from the ground other than on a regular schedule flight by a recognised airline other than with the prior written consent of the Company.
- (2) The Customer is required to keep hired Equipment in safe custody and must ensure that it is used in a skillful and proper manner by persons having the appropriate qualifications and experience.
- (3) The Customer must take all reasonable precautions to ensure that the equipment is not damaged or destroyed. Hire charges are levied on a daily or weekly basis.
- (4) Unless other arrangements are made, for the purposes of the calculation of hire rates, a day is deemed to commence and conclude at 12:00am. The weekly rate is in most cases 4 times the daily rate and a week consists of any consecutive seven (7) day period.
- (5) The equipment shall be at the Customer's risk from the time the Equipment leaves Video Australasia's premises until the time that it is returned. Return of Equipment does not release the Customer from responsibility for loss or damage of hired equipment.
- (6) Not withstanding any insurance which may be in force the Customer remains liable for all risks of loss or damage while the Equipment is in the Customer's possession.

(7) Special mention must be made of production shooting in the vicinity of extreme conditions (not limited to but including salt / water / cold / heat /dust / sand) when ordering Equipment. Customers should be aware that the standard damage waiver will not cover such conditions. Equipment damaged by salt water, unless treated immediately, is in most cases subject to re-occurrence of salt water residue. This makes certain electronic items and components unusable.

(8) All filters, electric bulbs, lens elements, etc, are only supplied on the understanding that all deterioration and/or damage while in the Customer's possession is the responsibility of the Customer. Each such item is examined before dispatch from Video Australasia's premises to ensure that it is in good condition and if any deterioration subsequently occurs (including during transit by air or other means) the Customer will be charged with its replacement cost. Filters etc, as provided in standard sets cannot be supplied separately or in part sets.

(9) The Customer shall totally indemnify and keep indemnified and save harmless Video Australasia and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance transport, operation, of the Equipment or otherwise arising out of or in connection with this agreement.

(10) All items are serviced at termination of each hire period but for extended hire, service and general maintenance must be arranged through our service department.

(11) Customers using Video Australasia's studio and/or production areas are to be advised to insure all personnel and equipment used in those areas for the production as they would for a normal studio/location shoot.

(12) To avoid inconvenience to other hirer's, any extension of hire must be arranged prior to termination of the original hire period.

(13) Any shortage of, damage to or malfunctioning of Equipment should be reported to Video Australasia immediately upon the return of Equipment.

(14) It is recommended that the Customer makes in ample time, its own checks of the completeness and correct functioning of equipment including testing of all cameras & takes adequate reserves of all essential items.

(15) Unless the Customer arranges the delivery and return of Equipment by the Company, the Customer shall be responsible for the collection and return of Equipment. Where at the Customer's request, Equipment is delivered or collected by the Company, the Company shall have an absolute discretion as to the mode of delivery and the delivery and collection will be at the Customer's risk and expense. Equipment must be collected from and returned to the Company's premises from where the hire originated unless prior arrangements are made with the Company.

(16) CANCELLATION CHARGES. Except where otherwise agreed by the Company, cancellation of booked or reserved Equipment within forty-eight hours of the time specified for collection will incur a cancellation charge equal to 50% of the hiring fee from the period originally booked or reserved.

(17) The Customer and the employees or servants of the Customer are the only persons permitted to use the Equipment and without limiting the generality of the foregoing, the Customer shall not lend or rehire the Equipment to any other person.

(18) The Equipment shall be at the Customer's risk from the time the Equipment leaves the Company's premises until the time it is returned and accepted by the Company. Acceptance does not release the Customer from the responsibility for the loss or damage of hired Equipment.

**I ACKNOWLEDGE HAVING READ AND AGREE TO ABIDE BY THE CONDITIONS OF BUSINESS AS DETAILED ABOVE.**

**SIGNED:**

**NAME:**

**POSITION:**

**COMPANY:**

**DATE:**