

Agreement For Hire

1. Hire of Audio Visual equipment

The hiring of the equipment will commence from the commencement date specified in the schedule and continue for the term specified in the schedule.

The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period. The hirer agrees to return the goods to Sydney Audio Visual Specialists Pty Ltd. on or before the end of the hire period as outlined in the schedule

Sydney Audio Visual Specialists Pty Ltd will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason.

2. Payment for rental

The hirer agrees to pay the SAVS the hire fee specified in the schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.

The hire fee must be paid to Sydney Audio Visual Specialists Pty Ltd prior to or on the commencement date of the hire period.

2.1 In the event of cancellation, hirer should notify Sydney Audio Visual Specialists Pty Ltd in writing for at least 36 hours prior to the function date in writing, failure to do will result to no refund on the fees. SAVS reserved the rights to charge cancellation fees.

2.2 Hirer is not entitled to cancel once the equipment has been uplifted or delivered.

3. Use, operation and maintenance

The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.

The equipment shall not be used by anyone other than the hirer without the expressed permission of Sydney Audio Visual Specialists Pty Ltd.

3.3 The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by SAVS, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by SAVS or posted on the equipment as to the operations, maintenance and storage thereof.

3.4 The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.

4. Hirer's warranties

4.1 The hirer warrants that:

- 4.1.1. the equipment will be used in accordance with the conditions outlined in the schedule;
- 4.1.2. the particulars in the schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
- 4.1.3. the hirer holds a valid current driver's licence, operating licence or permit valid for the type of equipment hired;
- 4.1.4. the equipment will not be used for any illegal purpose;
- 4.1.5. the hirer will not, without prior written consent of SAVS, modify, or permit any modification of, the equipment in any way; and
- 4.1.6. the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose.

5. Indemnity

5.1. To the full extent permitted by law the hirer releases, discharges and indemnifies Sydney Audio Visual Specialists Pty Ltd. from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

6. Loss, damage or breakdown of the Audio Visual equipment

6.1. The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.

6.2. If there is a breakdown or failure of the equipment then the hirer shall return the equipment to SAVS at the hirer's expense and the hirer shall not attempt to repair the equipment.

7. Insurance

7.1. The owner, Sydney Audio Visual Specialists Pty Ltd will maintain current insurance policies in respect of the equipment to its full insurable value.

8. Liability

8.1 The hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.

9. Disclaimer

9.1. To the extent permitted by law the owner, SAVS disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

10. Repossession

10.1. Sydney Audio Visual Specialists Pty Ltd may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.

10.2. If repossession takes place, SAVS shall only charge the hire fee up to and including the time of repossession.

11. Completion of the hire period

11.1 The hire period is completed when the equipment has been returned to Sydney Audio Visual Specialists Pty Ltd:

11.1.1 in the same condition as when it was hired; and

11.1.2 on or by the date and time outlined in the schedule.