

**TERMS AND CONDITIONS OF HIRE**

**THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:**

1. BRISBANE SOUND HIRE (hereinafter referred to as "the Owner") shall hire and the Hirer shall take on hire the Equipment as set out in this agreement.
2. The dates for delivery of the Equipment by the Owner to the Hirer and return of the said Equipment to the Owner by the Hirer shall be the dates as set out in this agreement. Delivery shall be deemed to be at the time and date the Equipment leaves the premises of the Owner notwithstanding any provision for transportation of the Equipment by the Owner to the Hirer or its agents. In any event all freight costs shall be payable by the Hirer. Return shall be the time and date the Equipment is returned to the premises of the Owner.
3. The Hirer agrees that at the time of delivery the Hirer will inspect the Equipment and satisfy himself that the Equipment is in good condition and working order and suitable for the purposes for which the Hirer intends to use such Equipment.
4. The Hirer shall be fully responsible for the care safety maintenance and repair of the Equipment whether mechanical, electrical or otherwise and however incurred whether or not whilst in the possession of the Hirer and whether by negligent default willful misconduct or any other cause whatsoever and be responsible for any damage loss or replacement whatsoever during the hire term. The Hirer shall notify the Owner immediately of any repairs damage or loss relating to the Equipment.
5. The Hirer shall not sell, assign, mortgage or otherwise deal with the goods without the written authority of the Owner.
6. The Hirer shall pay rent on the Equipment as set out in this Agreement. The Hirer shall pay interest calculated at the rate of one and a half per cent (1.5%) per calendar month on all rent not paid on the due date until such time as the arrears and interest have been paid.
7. The Owner may (without prejudice to any of its other rights) without previous notice to the Hirer retake and resume possession of the goods which shall remain the property of the Owner and by its servants and agents may enter upon the Hirer's premises or any other place where the goods may be upon the occurrence of any one or more the following events:
  - a)
    - i) Where the Hirer is a Corporation, goes into Liquidation or has an Official Manager or Receiver appointed or a Petition for a winding up made to the court;
    - ii) Where the Hirer is a natural person the Hirer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor;
    - iii) The Hirer fails to pay the whole or any part of the rent for the hire of the goods or any other charges for the Equipment supplied or for any other equipment or services supplied to the Hirer by the Owner when due;
    - iv) The Hirer parts with possession of the Equipment;
    - v) Any other term or condition whatsoever of this Agreement is breached or defaulted by the Hirer;
  - b)
    - i) The Hirer shall pay to the Owner any costs incurred by the Owner on removal of the Equipment or the re-delivery to the Owner.
8. The Hirer hereby irrevocably appoints the owner and if there is more than one Owner appoints each of them severally and if the Owner or any of them is a company or other incorporated body appoints each director manager and each secretary attorney or agent for the time being of such company or corporation severally and every Receiver of the Owner severally his attorney for the purpose of doing all acts and things which under any of the covenants and agreements herein contained or implied which ought to be done by the Hirer or which the Owner is authorised or empowered to do hereby or by virtue hereof or by statute so as to give effect to the agreement intended to be hereby given including anything which the Owner can lawfully do and as if the attorney or attorneys had been appointed in accordance with Section 170(1) of the Property Law Act 1974 (QLD) as amended.
9. The Hirer covenants and agrees to indemnify the Owner against any claims, demands and costs resulting from any negligence or misconduct whatsoever which may arise from the use of the hired Equipment by the Hirer or the Hirer's representatives agents or employees or any other person unincorporated Association or Corporation.
10. The Hirer acknowledges that prior to the signing of this Agreement he has fully understood the terms and conditions hereof and hereby warrants that he shall abide by the terms and conditions of the Hire agreement and that all representations and warranties are true and correct.
11. The person signing this Agreement on behalf of the Hirer warrants that he is duly authorized by the Hirer to sign this Agreement.
12. If the Hirer in any respect fails to perform the within agreement or commits any breach of its obligations herein or defaults in any way whatsoever then the Hirer will indemnify the Owner to the extent to which the Hirer is liable herein against all losses, damages, costs or otherwise which may be incurred or suffered by the Owner by reason of any default or breach on the part of the Hirer in performing and observing this Agreement and the provisions covenants warranties and obligations on its part herein contained and further the person signing this Agreement does hereby guarantee to the Owner the due performance and observance by the Hirer of all and each of them the provisions covenants warranties and obligations of the Hirer.
13. This Agreement shall be deemed to be made at Brisbane in the State of Queensland and shall be subject to the law of the State of Queensland.
14. The Equipment shall be at the risk of the Hirer from the date of delivery to the date of return.
15. The Hirer shall not bring or maintain, or be a part to any counter claim or set off in law or in equity or in variance from or inconsistent with any of these terms and conditions.
16. In the event of any difference to dispute arising between the parties in respect of the provisions hereof or in any way relating to this Agreement or if the parties fail to reach agreement on any matter requiring agreement hereunder then the parties shall have such difference dispute or matter for agreement referred to the arbitration of an independent arbitrator to be appointed by the President for the time being of the Queensland Law Society Incorporated whose decision or award shall be conclusive and binding on the parties and any such submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the "Commercial Arbitration Act, 1990" (QLD). Such arbitration shall be held at Brisbane in the State of Queensland.
17. Unless the context otherwise requires words expressed in the singular include the plural and vice versa and words expressed in the masculine gender include the feminine and words referring to a person include a company.
18. Brisbane Sound Hire will charge a 3% merchant fee for payments by credit card (Mastercard, Bankcard, Visa or American Express) over \$10 000.00. All payments under \$10 000.00 will not incur a merchant fee.
19. Unless you are an approved credit customer with Brisbane Sound Hire and have provided an official purchase order, payment is on pickup of hire.
20. **If the Hirer defaults in the terms and conditions of hire, the Owner's policy is to list any defaulting account with Veda Advantage (formerly Baycorp Advantage Business Information Services Ltd). The listing will remain on the credit file for a period of 5 years and may affect any future credit applications.**

**THE HIRER AND/OR HIS AGENT ACKNOWLEDGES THAT PRIOR TO SIGNING THIS HIRE AGREEMENT HE HAS FULLY UNDERSTOOD THE TERMS AND CONDITIONS HEREOF AND HEREBY WARRANTS THAT HE SHALL ABIDE BY THE SAID TERMS AND CONDITIONS OF THIS HIRE AGREEMENT AND THAT ALL REPRESENTATIONS AND WARRANTIES ARE TRUE AND ACCURATE IN ALL RESPECTS.**

.....  
SIGNATURE OF HIRER OR AGENT

.....  
PRINT NAME

..... / ..... / .....  
DATE