

TERMS AND CONDITIONS

1. Definitions

- a) "Owner" is referred to as NSR Productions ABN 92 845 105 034
- b) "Hirer" refers to the company, person, firm that is responsible for taking the equipment from the Owner. The Hirer is also referred to any associates or personal representatives.
- c) "Equipment" includes any audio, lighting, staging, instruments or special effect. Attachments for these products are also included such as leads, speaker stands, speaker bags, power boards and cases.
- d) "Hire Period" commences either at the Deliver Date or when equipment has been despatched either from pick up or drop off location and ceases when ALL equipment has been returned to the Owner.

2. Holding Deposit and Refunds

- a) To ensure booking is confirmed, 100% of the full total of the hire needs to be paid to secure the equipment. (unless otherwise stated)

Funds must have cleared into our bank account before we will release the goods or depart to site.

- b) Whilst no security deposit has been taken it is agreed by both parties that any costs for replacement, equipment repair, additional servicing or cleaning and any shortfall from equipment being returned late will be invoiced to the hirer.

Cleaning fee is charged at \$65/hr (30 min per speaker, 1hr per DJ unit, 5 min per cable).

- c) In the event of cancellation a fee will be taken from the total in accordance with the cancellation terms:

CANCELLATION TERMS FOR PRODUCTION & EVENTS:

Cancel 14 days or more before the hire period = no charge

Cancel 7-13 days before the hire period = 30% cancellation fee

Cancel 1-6 days before the hire period = 50% cancellation fee

Cancel within 24 hours of the hire period = 100% cancellation fee

Partial cancellations will be charged pro rata at the above rates.

Cancellation fees are based on the total of the job.

3. Hirer's responsibility and liability

a) The Hirer is liable and accepts full responsibility for any new damages, loss or misplacement of equipment for any reason whatsoever during the hiring period except where new damages are caused by reasonable wear and tear. This includes any water damage, sun damage, sand/dust damage and any other damage caused by negligence.

Replacement fees for missing cables will be between \$20 - \$40 depending on length of cables.

b) At all times during the Hiring Period the Hirer is responsible to use the equipment in a skillful and proper manner. If the equipment is damaged or unclean, the hirer shall at his/her own expense service, clean and maintain the equipment.

c) A photo will be taken of the Hirer ID upon pickup or delivery. This ID must be either a NSW driver's license, over 18's card. The Hirer may nominate a person to sign the contract and pick up the equipment on their behalf. The Owner will need to be informed by the hirer before Hiring Period commences.

d) The Owner shall not be liable to the personal injury or death of the Hirer and his successors, or other persons in any way, which are caused by, or relating to the equipment or its use. In addition the Owner shall not be liable to any damage to, or loss, or destruction of the hirer property in any way, which are caused by, or relating to the equipment or its use.

e) The Hirer is not only responsible for the safety of all equipment hired, but to ensure that equipment has been set up as safely as possible. The Owner will not be publicly liable for any damages, personal injury, and destruction of property to any persons or property affected.

GENERAL

1 day hire is classed as a one day/one night hire within a 24 hour period maximum, equipment must be returned by the time specified above. Failure to return equipment on time will incur a fee equal to 50% of the day hire fee. An additional fee equal to 50% of the day hire fee will be charged for each additional 24 hour period until the equipment is returned. The fees will be deducted from your bond and any additional amount will be invoiced