



Hire Agreement – Terms and Conditions

1. **PERIOD**
The hire period commences when the equipment is installed and is for the period stated herein. No allowance or credit will be made for time when the equipment is not in use.
2. **EQUIPMENT**
The equipment hired is agreed to be as stated herein.
Stage Hire Services (SHS) does not represent or warrant that the equipment supplied or its capacity or performance is fit for any particular use or purpose not known to and approved by SHS prior to this Hire Agreement being entered into.
3. **NON-SUPPLY**
SHS will endeavour to supply equipment as quoted but is under no liability for non-delivery, delay in delivery or inability to supply when required unless the required deposit has been paid.
4. **LOSS OR DAMAGE**
The Customer accepts full responsibility for all loss or damage however caused from the time the equipment is delivered until SHS collects it. In the case of a "dry hire" from the time the equipment is collected until it is returned. The Customer acknowledges that SHS has no insurance on the equipment while on hire and that it is the Customer's responsibility to arrange for insurance to cover the equipment on hire for the hire period. The Customer shall pay to SHS full compensation for the replacement or repair of any equipment damaged or destroyed while on hire or not returned at the end of the hire period.
5. **PROPER USE**
The Customer shall only use the equipment for the purpose and within the limits for which it has been designed and will not alter, repair or modify the equipment. The equipment shall only be used in the locations specified, and shall not be removed without SHS written consent from the location.
6. **CONSUMABLES**
The Customer shall only use the consumables supplied or approved by SHS. Should consumables other than those supplied or approved by SHS be used, the Hirer shall be liable for the costs of any repairs or replacement of the equipment as may be necessary.
7. **DAMAGED EQUIPMENT**
If any equipment is damaged or destroyed, the Customer shall immediately notify the owner.
8. **PROPERTY RIGHTS**
All equipment remains the property of SHS. The Customer undertakes to keep the equipment in the Customer's control and possession, and free from all encumbrances and charges. The Customer shall allow SHS and its agent's free and uninterrupted access to any premises where the equipment is installed / stored for the purposes of inspecting the said equipment.
9. **LIABILITIES**
SHS and the Customer agree that SHS will not be liable for any loss, damage or claim however arising as a result of the hire or use of the equipment. The Customer hereby indemnifies SHS against all claims whatsoever arising from the hire or use of the equipment.
10. **CONDITION OF GOODS ON RETURN**
On termination of the hire, the Customer shall provide access and return to SHS all accessories, clean and in the same good order as supplied. Should any equipment be returned in a dirty condition, the Customer shall pay compensation for the cleaning of the equipment.
11. **INDULGENCE**
No indulgence waiver or further time granted to the Customer by SHS shall in any way prejudice SHS rights under this agreement.
12. **EARLY / LATE DELIVERY AND DISMANTLE**
An additional fee for any delivery or dismantle before 7:00am or after 9:00pm applies.
13. **PAYMENT**
The Customer agrees to pay the hire charges for the hire period as set out on the quotation of this Hire Agreement. Unless otherwise agreed, the Customer shall pay a deposit as written in the quote before the hire commences to secure the booking. In case of 'dry hire' a bond is required. SHS terms are payment in full within seven days from date of an invoice. The payment is made only when funds have fully cleared through the banking system into bank account of SHS.



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14. LATE PAYMENT

SHS has a policy of referring all late payments to a debt collection company. If payment is not made by the due date a reminder invoice will be sent, and if the payment is still outstanding two weeks from that date the matter may be passed to a debt recovery company. The Customer is liable for all costs and expenses, including debt collection fees and commissions, incurred by SHS as a result of the Customer's default.

SHS also reserves the right to charge the Customer penalty interest at the rate of 2.5% per month, calculated daily, for the period that the amount is outstanding without prejudice to any of the SHS's rights and remedies in respect of such default arising from non payment on the due date.

Note: Debt collection commissions are often around 20% + GST, and many companies set the minimum amount they will collect at \$50. Therefore a \$100 unpaid invoice may increase to almost \$150 and a \$10 invoice could increase to over \$61. Both examples are indicative only, and exclude penalty interest and any other fees and charges incurred in recovering the debt.

15. CANCELLATION

In the event of cancellation, a cancellation fee is payable which is calculated as follows:

No cancellation fee will be payable on cancellation of the hire service 7 days or more before the scheduled setup time.

20% of the quotation will be payable on cancellation of the hire service 24 hours or more before the scheduled setup time.

50% of the quotation will be payable on cancellation of the hire service less than 24 hours before the scheduled setup time.

100% of the quotation will be payable on cancellation onsite.

16. SEVERABILITY

Each provision of the Agreements is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from these terms the relevant jurisdiction, but the rest of these terms will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

17. VARIATION

SHS reserves the right to vary these Terms and Conditions at any time. SHS will notify the Customer of any changes either directly to the Customer via email or post, or by posting a notice of the change on SHS's website.