

Terms and Conditions

1. DEFINITIONS AND EXPLANATIONS

AUSTAGE EVENTS means AUSTAGE MELBOURNE Pty Ltd (ACN 108 865 078, ABN 11 108 865 078) it's servants, or agents.

THE CUSTOMER means the company or person described on the Cost Estimate.

THE COST ESTIMATE means the document headed "Cost Estimate".

THE AGREEMENT means and is constituted by the Cost Estimate and by these Terms and Conditions ("the TERMS"/"these TERMS")

THE EQUIPMENT means the Equipment described in the Cost Estimate.

SERVICES means the provision of labour including but not limited to labour for production planning, event management, equipment delivery, set-up, operation, pack-down, and collection.

PERIOD OF HIRE means the period for which the EQUIPMENT is hired as specified in the Cost Estimate.

DAY-RATE means the rate per day for the hire of the EQUIPMENT as set out in the Cost Estimate.

A reference to a Statute in these TERMS is a reference to that Statute as amended, re-enacted or modified from time to time.

The headings in these terms are for convenience only and shall not affect the construction of the TERMS.

2. AGREEMENT

This Agreement is entered into and becomes binding on AUSTAGE EVENTS and the CUSTOMER upon the CUSTOMER'S written or oral acceptance of the Cost Estimate.

2.1 If you are hiring on behalf of a business or organisation you confirm that you have the necessary authority to enter into this contract on behalf of that business or organisation, and that you will indemnify us against all losses and expense which may be incurred if this is not the case.

3. CANCELLATION FEE

For cancellations made within 24 hours of the specified delivery time, a penalty equal to 100% for the Cost Estimate will be applied. For cancellations made between 24 and 48 hours of the specified delivery time, a penalty equal to 75% of the Cost Estimate will be applied. For cancellations made with more than 48 hours notice before the specified delivery time, AUSTAGE EVENTS reserves the right to invoice the Customer for costs incurred up until the cancellation.

4. TERMS OF PAYMENT

Terms of payment shall be 30 days from date of invoice, unless payment in advance is required. If payment in advance is required, it shall be noted on the Cost Estimate. Without limiting the circumstances in which AUSTAGE EVENTS will require such payment, it shall be required where, before any hiring takes place, any of the EQUIPMENT hired is to be manufactured, or any process is to be applied to existing equipment, in accordance with the CUSTOMERS specifications.

4.1 Unless otherwise stated all costs quoted by AUSTAGE EVENTS are net, exclusive of Goods and Services Tax ("GST").

4.2 You will bear all liability for GST and shall not require AUSTAGE EVENTS to pay to you any amount on account of GST. In addition, AUSTAGE EVENTS will be entitled to recover from you any GST paid or payable by us in respect to the hiring of the Equipment.

5. THE EQUIPMENT

The EQUIPMENT shall at all times remain the property of AUSTAGE EVENTS. Upon delivery, the EQUIPMENT shall be inspected by the CUSTOMER to determine whether the EQUIPMENT delivered is complete in accordance with the AGREEMENT and is in good order and working condition. Any shortages or malfunctioning of the equipment shall be notified to AUSTAGE EVENTS, in writing, within 24 hours of delivery. The CUSTOMER shall:

- Exercise all reasonable care and diligence in the use of the EQUIPMENT.
- Where it has responsibility to return the EQUIPMENT, return it in good order and working condition prior to the expiration of the Period of Hire.
- Where AUSTAGE EVENTS will collect the EQUIPMENT at the expiration of the Period of Hire, make it available for collection in good order and working condition.
- Not tamper or in any way interfere with, or repair, or attempt to repair the EQUIPMENT.
- Be responsible for all accidental damage to the EQUIPMENT, save and except where such damage is caused by AUSTAGE EVENTS.
- Be responsible for all loss or damage to the EQUIPMENT occasioned by theft, malicious damage, or other unlawful act, save and except where such loss or damage occurs when the EQUIPMENT is under the effective control of AUSTAGE EVENTS.
- At no time during the Period of Hire, part with possession of the EQUIPMENT or in any way deal with it in a manner inconsistent with the rights of AUSTAGE EVENTS as owner.

In the event that the EQUIPMENT or any part of it is lost, stolen or damaged during the Period of Hire, in circumstances where the CUSTOMER bears responsibility under these Terms, the CUSTOMER shall be liable to AUSTAGE EVENTS and indemnify it for the costs and expenses of the replacement of such lost or stolen equipment and/ or for the replacement of equipment which, in the sole determination of AUSTAGE EVENTS is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged equipment.

In the event that the CUSTOMER fails or refuses, for any reason whatsoever, to return the EQUIPMENT to AUSTAGE EVENTS or make it available for collection by AUSTAGE EVENTS at the expiration of the Period of Hire, then the CUSTOMER shall be in default hereunder and, without prejudice to any other rights which AUSTAGE EVENTS may have, either pursuant to these TERMS or at law, shall be liable for and indemnify AUSTAGE EVENTS on a DAY-RATE basis for such further period of time which shall commence at the expiration of the Period of Hire and conclude at the earliest to occur of, the date when the EQUIPMENT is returned to AUSTAGE EVENTS, or the date when it receives by way of monetary compensation, the replacement cost of the EQUIPMENT.

6. SERVICES

Where AUSTAGE EVENTS provides SERVICES for a CUSTOMER at a venue or location ("the premises"), the CUSTOMER shall:

- Ensure that AUSTAGE EVENTS is able to access the premises at times specified by AUSTAGE EVENTS.
- Where AUSTAGE EVENTS are prolonged or unable to carry out installation through error or fault on part of the CUSTOMER or the venues, we reserve the right to charge for our time at the rates shown on the order quote.
- Ensure that the EQUIPMENT, when installed remains in place at the premises for the Period of Hire and that the premises are not required for any other purpose which would require the EQUIPMENT to be dismantled and re-installed.
- Ensure that such time as is specified by AUSTAGE EVENTS is available at the conclusion of the Period of Hire to enable AUSTAGE EVENTS to dismantle and remove the EQUIPMENT from the premises.

- Do all such things as are necessary to discharge its obligations under Occupational Health and Safety legislation, regulations and codes of practice to ensure that the premises are safe and free from defects and dangerous conditions.

7. DEFAULT EVENTS

In addition to a default event being occasioned by the refusal or failure of the CUSTOMER to return the EQUIPMENT at the conclusion of the Period of Hire, the following are Default Events for the purposes of these TERMS:

- Where the CUSTOMER being a corporation, takes, or has taken against it, any voluntary or compulsory action to be wound-up, or goes into Liquidation, or an Administrator or a Receiver or a Receiver/manager is appointed to it.
- Where the CUSTOMER, being a natural person makes an assignment for the benefit of his or her creditors, or otherwise commits an Act of Bankruptcy or is declared Bankrupt.

On the happening of a Default Event, AUSTAGE EVENTS may, without prejudice to any of its other rights either under these TERMS or at law, without previous notice to the CUSTOMER, enter any premises where AUSTAGE EVENTS believes the EQUIPMENT to be located and re-posses it and the CUSTOMER hereby agrees not to make any claim or bring any action against AUSTAGE EVENTS as a result of the re-possession of the EQUIPMENT and to indemnify and keep AUSTAGE EVENTS harmless against any claim which may be made against AUSTAGE EVENTS for trespass or otherwise in relation to the re-possession of the EQUIPMENT.

8. WARRANTIES

AUSTAGE EVENTS gives no warranty in respect of the EQUIPMENT or the condition thereof, EXCEPT those warranties implied by the Trade Practices Act 1974, the Goods (Sales and Leases) Act 1981 and any other statutes, if any, which cannot be contracted out of by the parties.

Where permitted by Statute, AUSTAGE EVENTS'S liability for breach of any warranty implied into these TERMS shall, at AUSTAGE EVENTS'S option, be limited to:

- The supply to the CUSTOMER of substituted equivalent equipment; or
 - The payment of the costs of supplying to the CUSTOMER substituted equivalent equipment.
- Subject to the clauses immediately above, AUSTAGE EVENTS shall not be liable for any loss or damage of whatsoever kind or nature (including indirect or consequential loss or damage) sustained by the CUSTOMER and attributable to the EQUIPMENT, howsoever such loss or damage may have occurred.