

1. In this statement of Standard Terms and Conditions of Hire, the "Owner" is defined as All Events Prosound Hire hereinafter referred to as "All Events" and / or as "The Owner".
2. In this statement of Standard Terms and Conditions of Hire, the "Hirer" is defined as "The Hirer and his or hers if permitted assigns and legal or personal representatives".
3. The Hirer shall inspect the equipment specified in this hire prior to accepting them on hire and determine that they are fit for the use for which they are required. Acceptance by the Hirer or any person acting on behalf of the Hirer of the said goods shall be deemed to be conclusive evidence of inspection and approval of the goods and of their safe and satisfactory working order.
4. The Hirer agrees that in accepting the hire that the Hirer accepts the Standard Terms and Conditions of Hire of this agreement and furthermore agrees that the Hirer will indemnify and keep indemnified and save harmless All Events from and against all costs, claims, charges and expenses arising out of the use of the said equipment during currency of the hire period whether caused by the negligence of the Hirer, his or her or its servants, agents, workpersons or by any other person whatsoever or arising out of the condition of the goods or the use to which they have been put or otherwise whatsoever. No liability is either implied or given by All Events. No claim for damages or personal injury of any kind to person or property is either implied or given by All Events. No responsibility is accepted by All Events for injuries caused by equipment faulty or otherwise during the currency of the hire or the duration of the return of the hire.
5. At the moment of the release of hired goods into the care of the Hirer, the Hirer is then bound by the Standard Terms and Conditions of Hire of the contract and the Hirer then remains bound by the Standard Terms and Conditions of Hire of the contract until at such time as the goods are returned in full and proper working order to the Owner.
6. The Hirer agrees to reimburse All Events for the full cost(s) of any claim of liability or public liability or third party damages against All Events plus legal costs irrespective of outcomes.
7. The Hirer will provide safe working conditions and adequate security for all personnel and musicians and equipment employed or hired from and by All Events including suitable access and facilities for safe loading of equipment.
8. The Hirer will ensure that a properly earthed supply of electricity is provided and that it meets minimum supply requirements for the equipment hired. The Hirer will be held accountable for any claim arising against All Events for damage to equipment provided by All Events or injury to any person as a result of a sub-standard power supply.
9. The Hirer agrees to pay full compensation to All Events for any loss or damage to any equipment hired from All Events. The Hirer agrees to fully compensate All Events for any equipment loss or damage from any cause whatsoever until such equipment is returned to or collected by All Events after the expiration of the hiring and the costs are to be paid for by the Hirer in accordance with the Owners then current retail price list for such equipment. The Hirer agrees to provide adequate security for all equipment hired and The Hirer will compensate All Events for any negligence or failure of or by security that may lead to loss or damage of equipment owned by All Events.
10. The Hirer agrees to compensate All Events fully for any shortfall of any damage claim or insurance excess or non-payment of an insurance claim arising as a consequence of loss or damage to any equipment hired from All Events. The Hirer agrees to pay a security bond where required and authorizes All Events to withhold this bond in the event of loss or damage until at such time as compensation for repairs, loss or damage has been made in full.
11. The equipment shall be returned by the hirer in the same condition of cleanliness as at the issue of the hire, failing this the Hirer may incur a cleaning or repair charge.
12. The Hirer agrees to return the equipment within the period specified in this contract and agrees to fully compensate All Events for any loss of income or any other costs associated with the recovery of equipment that has not been returned within the allocated time. The Hirer understands that equipment hired under this agreement is not owned by the Hirer. No ownership or claim to ownership either in part or in full of any equipment owned by All Events and hired by the Hirer or in the possession of any other person is implied or given. The Hirer accepts full responsibility for any civil or criminal charges levied as a consequence of a failure to return equipment hired and agrees to fully compensate All Events or their agent for any costs of recovery or subsequent prosecution. The Hirer shall not install any of the equipment or affix it to any land or buildings in such a manner as to make it legally a fixture forming part of any leasehold or freehold premises. The Hirer will not sell, assign, mortgage, pledge, underlet, lend or otherwise deal with any of the equipment or part possession of the same or any part thereof or should the equipment be installed by the Owner, remove the equipment or any part thereof from the site where the same is initially installed without the prior written consent of the Owner.
13. All Events shall have the right at all times to inspect any of the equipment hired and for such purpose to enter upon the site where the equipment is being used or stored and the Hirer agrees to indemnify the Owner in respect of any claim made upon the by Hirer or by any third party as a result of All Events exercising right of entry.
14. The Hirer agrees to grant All Events or their agent unconditional access to any site or property for the purpose of inspection or recovery of equipment where equipment owned by All Events is remaining. The Hirer agrees to indemnify All Events in respect of any claim of trespass or damage by the Hirer or any third party associated with the recovery of equipment owned by All Events, whether the property is owned by the Hirer or not and the Hirer furthermore warrants that All Events shall have the right of entry for the purpose of removing the equipment after the termination of the hire or earlier on demand.
15. Any costs incurred by All Events in the collection of the Equipment as a result of the default of the Hirer or otherwise shall be due and payable by the Hirer to All Events forthwith upon notice.
16. The Hirer is responsible for providing and paying for all and any necessary permits, live and public broadcasting or performance licences, copyright approvals, public liability insurance and/or any other fee, levy or approval(s) from any authority including access to the venue required for the event or hire. Any cancellation arising from a failure by the Hirer to provide as such will result in a cancellation fee equal to the total of the hire. All Events accepts no liability for any costs or penalties levied on the event or the Hirer as a failure of the Hirer to complete the appropriate performance permission requirements.
17. The Hirer is responsible for any costs associated with inclement weather including any damage to equipment or additional personnel costs or equipment requirement costs necessary to ensure damage from inclement weather does not occur. The Hirer will provide adequate protection from all weather as required by All Events. In the event of cancellation of the hire due to inclement weather, the Hirer will reimburse All Events to the full value of the hire unless otherwise noted by All Events.
18. The Hirer is responsible for all monitoring of sound levels ensuring compliance with current Worksafe Code of Practice for "Control of Noise in the Music Entertainment Industry" and related legislation governing noise in the workplace. The Hirer is responsible for communicating this information to the sound operator and also to any and all musicians that may be performing in relation to this engagement whether they are a signatory to this agreement or not. Any operator or musician that is subject to this hire, or employed by All Events may suspend the event at any time if the Hirer fails to comply with a request for adequate monitoring of safe noise levels. All Events reserves the right to suspend the event at any time if any musician or venue operator or any other sound operator refuses to comply with a request from any person employed by All Events to operate within safe noise working levels. In either event, the Hirer will still be liable for the full hire or performance fee as per the hire.
Should sound levels continue to contravene safe working levels, the Hirer shall stop the event until all sound operators and musicians are able to work within legislated guidelines. The Hirer accepts full responsibility and liability for any breach of legislated safe noise working levels and accepts full responsibility for any subsequent prosecution or penalty or public liability claim arising from such.
19. All Events accepts no responsibility or liability for any civil or criminal liability or debts or prosecution arising from any event where any services or property owned employed or contracted by All Events have been contracted to perform a service or hire, whether by the Hirer or by any other person associated with the organization of the event or by any other person(s) or property employed or contracted to or by the Hirer. All Events are an independent contractor and are in no way associated or responsible for the business or personal dealings of any other person or agency. The Hirer agrees to pay any costs of defamation or recovery of debts or business loss incurred by All Events as a result of any business or personal dealings by the Hirer or any other person associated or employed by the Hirer. The Hirer will not use any equipment hired for illegal purposes. The use of any equipment hired for illegal purposes will result in the immediate termination of the hire.
20. The Hirer shall use the equipment in a skillful and proper manner and shall keep it in good condition and substantial repair and condition, reasonable wear and tear excepted. The Hirer will provide adequate security to ensure that no unauthorized person is to touch or operate any equipment provided under the terms of this agreement. All Events will not be liable for any claims or damages to any person or property as a result of any person whether authorized or otherwise touching or operating any equipment hired under this agreement.
21. The Hirer shall not allow any plates or marks affixed to the equipment (whether in position at the time of commencement of the hire or subsequently fitted by the Owner during the duration of the hire) to be damaged, obliterated, defaced or covered up.
22. Any officer, employee or agent of the Hirer who signs this document or any receipt or other document in connection with the delivery or installation of the equipment purportedly on behalf of the Hirer may be taken by the Owner as having full authority to so sign on behalf of the Hirer and the Hirer shall not repudiate such authority. Where this agreement is signed on behalf of any corporation or alleged corporation, the person signing on behalf of warrants All Events that he has the authority to do so and such person(s) shall be personally liable under the provisions hereof should such corporation deny it is the Hirer of the equipment or if such corporation shall not in fact exist.
23. The Hirer is responsible for the costs of transportation of the hire to and from the Hirers location of the hire and for any delays in transport irrespective of cause.
24. No terms of credit are either given or implied unless specifically detailed. The Hirer agrees to fully reimburse All Events for any costs incurred to recover overdue accounts whether deliberate or in error. The Hirer agrees to pay any fees or charges levied by any independent collection agency or court or legal agency or any other organisation whatsoever to recover any outstanding monies due irrespective of circumstance. The Hirer furthermore agrees to pay the following costs of recovery if applied:
 - (i) Dishonoured cheques will be charged at the cost of the bank fee plus an invoice reissue and recovery fee of \$35.00.
 - (ii) Overdue accounts are charged an administrative fee of \$15.00 per overdue invoice issued. Overdue invoices are reissued every 30 days.
 - (iii) Any fees or charges levied by any independent collection agency or court or legal agency or any other organisation whatsoever to recover any outstanding amount.

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