

## Terms and Conditions

### Central Audio Visual

Central Video Hire Pty Ltd ABN: 98 007 990 909



1. Application of the terms and conditions (these terms) apply to the supply of audio visual, event staging and/or decorative items (goods /services) by Central Video Hire Pty Ltd (us, we, our) to you the customer (you/your). In the case where Central Video Hire Pty Ltd is providing goods / services on behalf of a Venue which you the Customer have an agreement with, these terms and conditions apply in addition to the standard terms and conditions of the Venue's agreement with you (venue agreement).

#### 2. Definitions:

- 'Customer' means the person or persons named on the Quotation, hire agreement, invoice, purchase order, email or any other documentation produced in relation to an agreement for the supply of goods and/ or services acting on behalf of and with the authority of the person so named.
- 'Goods and/ or Services' means the supply of any audio visual, event staging and/ or decorative items, cameras, editing and/ or production services, outside broadcast services, studio services and the labour of any CAV staff member for setting up, packing down, delivering, picking up or operating of any equipment belonging to CAV or the Customer.
- 'CAV' means Central Video Hire Pty Ltd ABN:98 007 990 909 T/A Central Audio Visual
- 'Day' means a period of 24 hours
- 'Event' means the event described in the Quotation
- 'GST' means the Goods and Services Tax as defined in A New Tax Act (Goods and Services) 1999
- 'Hire Period' means the period for which the Equipment is hired by the Customer as specified in the Quotation.
- 'Price' means the amount set out in the Quotation and any further sums payable pursuant to this Agreement
- 'Quotation' means the quotation attached to these Terms and Conditions
- 'Site' means the designated place, venue or location at which the goods are to be delivered or at which the Customer is to take possession of the goods
- 'Terms and Conditions' means these written Terms and Conditions
- 'CAV base' means Central Video Hire Pty Ltd office location at 31-33 Cawthorne Street THEBARTON SA 5031

#### 3. Offer and Acceptance

This agreement consists of:

- The quotation attached to these standard Terms and Conditions
- The standard Terms and Conditions
- Any special conditions attached hereto and recorded in writing
- Any variation order pursuant to clause 4.
- Any request by the Customer to CAV for the supply of goods/ and or services however made shall constitute acceptance of this Agreement notwithstanding that a request from a customer may be accompanied by its own terms and conditions and the Customer agrees that this Agreement shall apply to the exclusion of the Customer's terms and conditions
- Where more than one legal person constitutes the Customer each legal person shall be jointly and severally liable for each of the Customer's obligations pursuant to this Agreement
- The Customer agrees to notify CAV in writing ten (10) days prior to the supply of goods and/ or services of any changes which affect the legal entity, structure or management control of the Customer's business.
- The Customer will not represent any third parties that in any way acts for CAV and CAV will not be bound by any contracts that the Customer makes with third parties for the sale or hire of goods and services

#### 4. Variations

- Either party may request a variation to the scope of the goods and/ or services provided pursuant to this agreement
- A request for a variation may be made orally, but must be confirmed in writing as soon as possible
- CAV will provide a quotation for the variation, but CAV will not be obligated to perform or supply the variation unless signed by the Customer
- The price will vary from the original quotation according to the variation requested
- CAV may charge for a variation if it is accepted verbally by the Customer's conduct, and the price will change accordingly
- Where a quotation has been prepared by CAV: CAV has relied on advice, descriptions or instructions by the Customer as to:
  - the Site including protection from the elements
  - the availability of power
  - access to the Site
  - materials etc to be provided by the customer and the advice, descriptions or instructions, misleading or inaccurate, CAV may charge as a variation any additional labour, materials or goods necessary to enable CAV to comply with its obligations pursuant to this Agreement and the Price will increase accordingly.

#### 5. Customer Obligations and Agreements

The Customer must:

- Obtain all necessary approvals, permits, consents and permissions in relation to the Event in order for CAV to fulfil its obligations under the Agreement
- Ensure that where goods are being installed on any structure or held in place by any structure that the structure is capable of holding the weight of those goods and that the structure is properly erected so as to take the anticipated loads involved in holding the goods.
- Make all enquiries necessary to comply with clauses 5a and 5b
- Ensure that the site is safe for all CAV employees or contractors to carry out the services required of CAV under this agreement

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- Pay any amounts due and payable to CAV under this agreement within the time specified in this Agreement and in these Terms and Conditions
  - Arrange insurance in accordance with these Terms and Conditions
  - Unless otherwise agreed, provide power for the Event
  - Ensure that the power provided is safe, and complies with relevant Australian Standards
  - Pay the cost of any damaged goods damaged by any fault with the power supply
  - The customer agrees that CAV is not liable for any failure to perform any of its obligations pursuant to this Agreement arising out of or in connection with any failure of fault of the power supply however caused and the Customer indemnifies CAV against liability to any person however arising, in respect or in connection with any fault or failure in the power supply
  - The Customer agrees that CAV will not be liable in any way for equipment supplied by others but energised from CAV equipment. CAV reserves the right to refuse to energise dangerous or untested equipment
  - The Customer releases CAV from any responsibility for failure of equipment malfunction or other causes
- 6. Hire of goods**
- All goods made available for hire will be charged at a day rate
  - The commencement of the Day for the purposes of this agreement shall be when the goods are dispatched from CAV base
  - All goods hired to the Customer by CAV remain the property of CAV, and must be returned to CAV at the expiration of the Hire Period
  - Where any goods are not returned to CAV before the end of the Hire Period the Customer must pay additional hire charges for each Day or part thereof that the goods remain outstanding at the Day Rate for those goods
  - All hired goods are to be returned in the same condition that they were in when dispatched to the Customer
  - The Customer is fully responsible for all goods hired from CAV for the duration of the Hire Period, including any loss, theft or damage to any equipment that the Customer or the Customers agents, contractors, invitees or users cause
  - The Customer must provide adequate security for all CAV equipment
  - The Customer will not repair or attempt to repair or allow another person to repair any CAV equipment without written consent from CAV
  - Repairs, alterations, modifications or other such interferences with hired equipment shall be deemed to be customer misuse and all liability for resultant loss, damage or other causes will be the Customers responsibility
  - Where CAV incur labour costs to fix equipment due to Customer misuse or interference, the Customer will be liable to pay such labour costs to CAV
- 7. Lost or damaged goods**
- The customer is fully responsible for the full replacement cost of any goods that are deemed to be lost, stolen, damaged or otherwise not returned to CAV within the Hire Period in the condition which they were supplied ("lost goods")
  - The customer is liable to pay CAV for any cross-hiring of replacement goods to replace any lost goods
  - In the event of lost or damaged goods the Customer must notify CAV immediately
  - The customer must pay to CAV its costs of replacing any lost goods. CAV will replace lost goods with identical or equivalent goods and the provision of CAV to the Customer of an invoice setting out the cost of the replacement goods shall be conclusive proof of the cost of replacing the lost goods and the Customer must pay that amount to CAV on demand
- 8. Payment**
- As soon as CAV receives notice from the Customer, the Quotation and these Terms and Conditions will comprise a legal agreement which can be relied on by CAV. If there is any conflict between any term of these Terms and Conditions and any Venue Terms and Conditions that may apply, this Agreement will prevail in relation to our provision of services
  - CAV reserves the right to levy an outside ordinary hours labour surcharge for our provision of Services by CAV staff when commencing work before 6am or concluding after midnight, weekend work and work on public holiday, levied at our prevailing right. Where a surcharge may be applicable on labour, CAV will include this in the Quotation provided to the Customer.
  - All Customers who are based internationally, in a state other than South Australia or do not have a trade account with CAV: full payment is to be made to CAV before any goods and/ or services will be provided. If payment is not received prior to the Event, CAV is under no obligation to provide any of the quoted goods and/ or services to the Customer.
  - Customers of CAV who have a trade account receive a 30 day from end of month account and are expected to pay the full invoice amount by the due date.
  - CAV will accept payment via EFT, Cheque, Cash, VISA and MASTERCARD only.
- 9. Cancellation**
- CAV requires written cancellation for any Event where the Quotation has been accepted by the Customer
  - CAV requires the Customer to notify them of any cancelled Events as soon as possible. Where an Event is cancelled by the Customer prior to 48 hours of the Event occurring, no fees or charges will be payable to CAV by the Customer
  - When an Event is cancelled by the Customer within 48 hours of the scheduled event time, any fees, charges, charges for materials or labour charges incurred by CAV will be payable by the Customer in accordance with the usual payment terms of CAV
  - Where an Event is changed from its scheduled date or postponed in any way, the Customer is required to notify CAV in writing. Any fees, charges, charges for materials or labour charges incurred by CAV for an Event postponed within 48 hours of the scheduled time will be payable by the Customer to CAV.
- 10. Intellectual Property and Materials**
- The services provided by CAV do not include obtaining any licence or consent from any third party for us of any intellectual Property including any copyright, designs, patents, registered and unregistered trademarks, whether contained in a computer program or system, music, film, graphic, printed or

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other material media of any kind which is in any way used to form part of your event. CAV warrants that the customer holds any necessary licences or approvals.

- All Intellectual Property provided, created or produced by CAV or on CAVs behalf including without limitation, in all systems, music, creative concepts, scripts and styling will remain the exclusive property of CAV and the Customer will not acquire any rights to it
- The Customer agrees that CAV can use photographs and images CAV take of your event and other material we create or provide for our promotional purposes including; examples of our work, in any brochure, newsletter, manual, report, website or other media.

**11. Installation**

- CAV is not responsible for the installation or set up of any goods unless specified in this Agreement
- The Customer acknowledges that CAV may be dependent upon other contractors preparing the Site for their goods or their installation
- CAV shall not be liable for any delay in installing the goods or providing services where such delay is a consequence of any act or omission on the part of any person other than CAV

**12. Insurance**

The Customer must obtain

- Insurance with an authorised Australian Insurer for the full replacement value of all goods provided to the Customer under this Agreement, including as a minimum, cover against fire, accident, theft, storm water and damage. The Customer will name CAV under such policy.
- The Customer clearly understands that the responsibility for all insurance on hired equipment shall remain with the Customer

**13. Risk and responsibility**

- If any of the goods are damaged or destroyed during the Hire Period, CAV is entitled, without prejudice to any of its other rights and remedies under any agreement, to insurance proceeds payable for the goods
- Any of the Customers equipment or property used at an Event is the Customers responsibility and used at the Customers own risk
- To the extent permitted by law, CAV will not have any liability for any failure, default or delay caused by the Customer or another third party providing goods and/ or services to the Customer or by anything outside the control of the Customer or CAV
- The Customer agrees to indemnify CAV from all loss, cost, expense, damage and/or liability (Harm) CAV suffer or incur arising in connection with your event or our provision of the Services to the extent it is caused by the negligent, wilful or wrongful act or omission by you, or any of the Customers servants, agents, contractors or invitees or by your breach of the Agreement

**14. Severance**

- If any term of this Agreement is found to be unenforceable for reasons of invalidity or illegality, the term shall be read down to the extent necessary so that it is enforceable, valid and legal.
- If any term of this Agreement cannot be read down it shall be severed and the remaining terms of this Agreement shall not be affected

**15. No Waiver**

- The Customer agrees that no waiver by CAV of any breach of this Agreement shall be a waiver of any continuing or recurring breach

**16. Jurisdiction**

- This Agreement shall be governed by and constructed in accordance with the laws of the State of South Australia
- The Customer submits to the jurisdiction of the Courts of the State of South Australia.

Quotation Reference \_\_\_\_\_

Signed (Authorised Person) \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_