1. **Entire Contract** - The "Owner" means Mega Vision Sound & Lighting (ABN 74 057 089 335). "Hirer" means the Hirer & it permitted & legal personal representatives. "Goods" means all the Goods specified on the front of this document or any goods substituted pursuant to clause 24. Where any party to this Contract comprises more than 1 legal person, any covenant on the part of 2 or more persons shall be deemed to bind them jointly & separately.

2. **Hire –** As & from the commencement date, the Owner hires the Goods to the Hirer for the Hire Period. The Hirer must return, or arrange the return, of the Goods to the Owner at the Hirer's cost. The Hirer shall use the Goods in a skillful & proper manner & keep them in good & substantial condition, reasonable wear & tear excepted.

3. **Title Retention** – The Owner retains full title to the Goods, notwithstanding the possession of the Goods by the Hirer. The Hirer has a right only to use the Goods in accordance with this Contract.

4. **Hire Duration –** The Hire Period expires upon the earlier of;
   - the Hirer returning the Goods to the Owner at the Owner's address & having made all outstanding payments due under this Contract, or
   - where the Goods or part thereof are lost, destroyed or damaged, when the Hirer pays the Owner in full pursuant to clauses 11 to 14 together with any other outstanding payments due under this Contract.

5. **Late Return -** Should the Goods not be returned to the Owner on the due date, the Hirer shall pay on demand an amount equivalent to the daily rate of the Goods for each day that they are not returned.

6. **Hire Rates -** If the Hirer fails to:
   - pay any hire charges on the due date, or
   - perform or observe any other term or condition of this Contract, or
   - return the Goods or requests the Owner to recover possession of the Goods prior to the expiration of the term of this Contract, or
   - made any misrepresentations or mis-statements in the Contract

   the Hirer shall be deemed to have repudiated & be in breach of this Contract. The Owner shall be entitled to terminate this Contract & retake possession of the Goods if still in possession of the Hirer. The Owner can recover from the Hirer:
   - any money due by the Hirer under this Contract;
   - an amount equal to the balance of the installments of the total hiring charge remaining unpaid up to the termination date; &
   - if the Goods are not returned, all repossession expenses incurred by the Owner.

7. **Bond** – The Owner at their discretion may require a refundable bond to be paid before the Hire Period commences, which will be refunded to the Hirer upon return of all hire equipment in the same condition as it was received at the commencement of the Hire Period. The Owner may request to hold the Hirer's credit card details as security at which point the Hirer authorizes the Owner to hold securely their credit card details to process a bond. Any damage or losses will incur a charge to the Hirer to the full value of the equipment replacement or repair cost. This charge will be additional to the total cost of the Hire Contract & may be deducted from the bond plus a 15% administration fee. If the refundable bond is not sufficient to cover the total cost of the repair/replacement, then the balance must be paid by the Hirer to the Owner immediately. If the Hirer refuses, then these charges will be deducted from the credit card and the Hirer, having signed in agreement to the Terms & Conditions, will not dispute this transaction with the Owner or the Hirer's financial institution. Refunds to the client can take the form of payment by the Owner or credit on the Hirer's next equipment hire.

8. **Overdue Payments** – Should the Hirer not have paid all charges upfront prior to receiving the Goods, the Hirer will subsequently be invoiced for the applicable charges. Should the Hirer not pay the due amounts within the specified trading terms, the Hirer will on demand pay to the Owner interest calculated at the rate of 25% per annum on all amounts due but unpaid plus a monthly administration fee of $25.00 inc GST. The Owner reserves the right to remove all discounts on amounts due but unpaid & past the specified trading terms.

9. **Risk -** The Hirer shall inspect the Goods prior to accepting them on hire & ascertain that they are fit for the use of which they are required. Acceptance by the Hirer or any person acting on his/her behalf of the Goods shall be deemed to be conclusive evidence of inspection & approval of Goods. No responsibility is accepted by the Owner for injuries caused by the Goods (faulty or otherwise) whilst on hire.

10. **No Warranty -** Subject to the terms & conditions implied by the *Competition & Consumer Act 2010* & by any applicable statute of Western Australia which implies terms & conditions which may not be excluded, this Contract embodies all the terms & conditions of the transaction between the parties. The Hirer acknowledges

that the Owner has not given any warranty or representation to the Hirer as to the condition, quality or operation of the Goods, suitability or fitness for any ordinary or special use of the Goods, or correspondence of the Goods to any description. This applies to any time prior or during this Contract period provided the Owner warrants it is not aware of any reason why the Goods are not suitable or fit for their intended use.

11. **Return Condition -** All Goods hired out must be returned in the same condition. Failing this, the Hirer may be responsible for a cleaning or re-rolling fee (for cables & leads) & any breakages by the Hirer or any other damage to the Goods.

12. **Loss or Damage –** The Hirer will promptly notify the Owner of any loss or damage to the Equipment including date, location & circumstances**.** Any Goods lost or damaged from any cause whatsoever, (other than reasonable wear & tear) until the Goods are returned to or collected by the Owner after the Hire Period, will be paid for by the Hirer. If the Goods are irreparable then the Hirer must pay for the full replacement cost on demand from the Owner.

13. **Return of Lost Goods -** If lost Goods are subsequently found & returned to the Owner in proper condition, the Owner is not obliged to refund any payments to the Hirer, including if the Hirer has paid for any replacement costs of the said Goods.

14. **Indemnity -** The Hirer shall indemnify the Owner from & against all loss or damage to the Goods & against costs, claims, losses & expenses arising out of the use of the Goods during the Hire Period. The Hirer acknowledges the Goods are not covered by insurance under this.

15. Contract & while the Goods are in the Hirer's possession or control, it is held at the Hirer's risk. The Hirer will keep Goods safe & secure.

16. **Indemnity Payable –** The amount of indemnity payable by the Hirer to the Owner will include but is not limited to:
    - any damage to property or injury to persons or in relation to use of the Goods,
    - costs to replace & reinstate the Goods to the Owner as per clauses 6 & 11,
    - costs of repair, including freight & other charges, in connection with repair,
    - any loss incurred by the Owner in relation to any breach of this Contract,
    - any money which the Owner may have paid to make good any failure by the Hirer to satisfy any of its obligations under this Contract,
    - any money the Owner may have paid or expenses incurred to the protection or enforcement of its rights under this Contract. The Owner may require the Hirer to pay anticipated costs on demand even if not yet incurred by the Owner.

17. **Freight -** If the Hirer requests the Owner to transport the Goods to/from the Owner's premises, the Hirer will pay the Owner all charges incurred by the Owner in delivering, installing, &/or collecting the Goods in addition to the hire charges.

18. **Alteration -** The Hirer will not see, assign, mortgage, pledge, underlet, lend or deal with any of the Goods or part with the possession or any part thereof. Should the Goods be installed by the Owner, the Hirer will not remove the Goods or any part thereof from the premises without prior written consent of the Owner.

19. **Hire Use Obligations (Repairs) -** The Hirer acknowledges that no repairs of any nature whatsoever are to be affected to the Goods except under the supervision of the Owner or its appointed representative. The Hirer shall not, without the written permission of the Owner, open the outer casing of any of the Goods or in any way adjust any of the component parts contained in such a case.

20. **Hire Use Obligations (Fixture) -** The Hirer shall not install any of the Goods or affix them to any land or buildings in such a manner as to make any of them legally a fixture forming part of any freehold.

21. **Hire Use Obligations (Defacement) -** The Hirer shall not allow any plates or marks affixed to the Goods (whether in position at the time of commencement of hiring or subsequently affixed thereto by the Owner during the period of hiring) to be damaged, obliterated, defaced or covered up. The Hirer shall also be liable for any failure of loudspeakers or horn diaphragms or microphone inserts caused in the opinion of the Owner by misuse or overpowering or feedback.

22. **Termination -** If the Hirer:
    - Defaults in punctual payment of any money payable under this Contract, or
    - Commits an act of bankruptcy, becomes bankrupt, enters into a scheme or arrangement with its debtors, or
    - Is a company that goes into liquidation or has a receiver or administrator, or
    - Breaches any conditions or provisions of this Contract

    then this Contract may be cancelled by the Owner free of any claim by the Hirer. The Owner may retake possession of the Goods at the cost to the Hirer & for that purpose to enter into any premises where the Goods are located.
    .
23. **Security -** The Contract establishes a security agreement between the Owner & the Hirer in relation to the Goods. The Owner can, at the Hirer's cost, register its interest in the Goods against the Hirer on the Personal Property Securities Register for the time the Hirer has possession of the Goods. If the Hirer grants a security interest to any person over the Hirer's property, that security interest must expressly exclude the Goods. If the Hirer has granted a security interest over its property to any person, before the Hirer takes possession of the Goods, that security interest must be amended to expressly exclude the Goods.

24. **Owner Attendance & Inspection -** The Owner shall have the right at all times to inspect any of the Goods & for such purpose to enter upon the premises where the Goods are being used or stored. The Hirer agrees to indemnify the Owner in respect of any claim made upon the Hirer by any third party as a result of the Owner exercising its rights of such entry. The Owner shall also have a right of entry in accordance with this clause for the purpose of removing the Goods after the termination of the Hire Period or earlier as herein before authorised. If the Hirer owns the premises, the Owner will not be liable to make good of any damage caused to the premises as a result of the Goods being removed, provided that the Owner will take such steps as are reasonable to minimise any damage to the premises. If the Hirer does not own the premise, the Owner shall make good any damage it causes to the premises as a consequence of such removal & the Hirer shall indemnify the Owner against & pay for all costs of such removal.

25. **Goods Substitution -** The Owner shall be at liberty to substitute any of the Goods the subject of this Contract with other Goods including those of a different brand or model. The substituted Goods shall be of similar standard to the original Goods. Whenever any such change is made the Owner will notify the Hirer.

26. **It is agreed between the parties that:**
    - Time is of the essence in all aspects of this Contract,
    - If any clause or part clause of this Contract is held invalid or unenforceable, then such part be severed & the remainder of the Contract to be enforceable
    - Any employee or agent of the Hirer signing on behalf of the Hirer is reasonably understood by the Owner to be a person having sufficient authority to bind the Hirer to the terms of this Contract. The person signing warrants that this is the case & the Hirer shall not repudiate such authority,
    - No waiver by either party of the breach or non-performance of any term, condition or obligation under this Contract shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition or obligation.

27. **Jurisdiction -** This Contract is governed by the laws of Western Australia & the parties' consent to the jurisdiction of the Courts of that State.

28. **Identification -** The Hirer agrees to allow the Owner to take a photograph of the Hirer for security reasons & photographic identification purposes.

Why do we charge cancellation fees?

When you book with us you are requesting us to turn away other work, allocate you staff, preparation time and equipment. Equipment and paperwork are prepared the day prior to the event and staffing schedules are released up to a week in advance of your event.

Weather

The BOM is updated at 11am, please make a weather decision and inform us by noon the day prior if adverse weather conditions are likely to cause a cancellation. Although we understand that some events require decision on the morning of and we can work with this, it is understandable that we cannot reserve staff, vehicles and equipment and await your decision without raising a reasonable charge.

Cancellation Fees

Cancellation Fee Structure

- More than 48 hours' notice: No fee payable
- Between 48 and 24 hours' notice: 50% fee payable
- Less than 24 hours' notice, or on the day of the event: 100% fee payable

**For Special Events and High-Demand/Peak Periods, a 100% cancellation fee applies regardless of notice given.*

Events including services of delivery, set up, operation, pack down and pick up

It is your responsibility to notify us of any required information that affects us being able to assist in a successful event. This includes such things as;

- Load in and Load Dates/Times
- Loading Dock/Parking Access Confirmed Dates/Times
- Operation Dates/Times
- On Site Contact(s) Confirmed – Name(s) and Phone Number(s)
- Addresses and Location Information i.e. access, surface type, site maps (if applicable) etc.
- Access to power provided or secured as part of booking
- Induction information provided (if applicable) (note this is charged at an hourly rate for a technician to complete
- as part of booking)
- Site Visit completed (if applicable& warranted, this is charged at $99 within the Perth Metro Area)
- Completing an equipment review, clear understanding of what is to be provided by you as part of the booking such as a laptop, media feed, antenna signal etc.
- Payment upfront is required for all events bookings

Equipment Rental – Client Pick Up & Return

It is your responsibility to notify us of the equipment requirements and should you require our recommendation/advice, we can only do this based on the information you have provided us with and therefore limitations apply. We will always provide the best recommendation possible however when it comes to equipment rental, it is your responsibility to check that the equipment list is applicable and suitable for your needs. We are unable to be familiar with every venue and we cannot account for every environment concern that is not under our control. For powered equipment, it is your responsibility to inform us of distances to power, otherwise we will provide you with a guesstimate of extension leads. This also applies for distances between equipment that is connected via cabling, if you require specific cable lengths then you must tell us prior to your collection date.

You must provide us with the following information to have a confirmed booking in the system;

- Full Name, Full Address, Email Address and Mobile Phone Number (also Venue Address if applicable)
- An Additional Back Up Contact Mobile Number and Name
- The Name and Details of the Person Collecting/Returning your Equipment if this is Not You – we reserve the right to cancel your booking at time of pick up if this is not adhered to

- Signed Confirmation/Deposit/Full Payment forwarded at least 72 hours prior to your pick up
- If you are picking up the equipment yourself, standard policy would be that you pay on collection of equipment.
- You can pay prior if you wish to do so.

Other Important Information for all bookings

It is your responsibility to understand the vehicle requirements for the collection of equipment, please ensure that you ask us if you are unsure at all. You are responsible for providing tie down straps, appropriate transport that prevent damage to our equipment – see damages in terms and conditions overleaf. It is your responsibility to understand the cabling and connections provided as part of your hire, should you plan to connect any external equipment of your own to ours, you must ensure that software requirements are up to date, inputs and outputs are available. If you require a how to guide, you must let us know. All of our equipment is updated to the latest firmware and software, therefore any external equipment you connect must be too. All cables must be returned rolled and clean or a $9.90 rolling fee will apply per 10 leads.

Please note it is policy for us to take a photocopy of your driver's license both back and front when hiring equipment from us, this will be done on equipment collection. We will also take a photo of you when collecting the equipment for identification purposes, you will be on CCTV and we will take your vehicle registration details.

We stand by the quality of our equipment and the professionalism of our employees and we offer 24-hour phone support should in the unlikely event our equipment fails. It is your responsibility to notify us of any issues and allow enough time prior to your event to set up your equipment, ensure that you are familiar with how it all works and ask any questions about anything you are unsure of at the time or prior to your pick up. Numbers are 08 9444 6556/ 0419 905 240.

Equipment pick up times and normal delivery hours are Monday to Friday 10am to 4pm. Deliveries and collections outside of these hours will be classes as after hours. Pick up times on a Saturday are 10am to 12:30pm.

WHAT IS A PRE-AUTHORISATION?

A pre-authorisation is a temporary hold of a specific amount on a credit card. The money is held as a form of bond (instead of cash) and is a common method used at car rental companies, hotels and other equipment hire businesses. Your available balance on your credit card is reduced by the amount of the pre-auth ($200). The pre-authorisation is not a processed transaction but a pending transaction. If the hire period exceeds 7 days, then CASH will be requested as security against your hire. If your Hire Value exceeds $5000 a $500 Pre-Auth will be required. If you Hire Value exceeds $10,000 a $1000 Pre-Auth will be required.

CARDS USED TO PROCESS THE PRE-AUTHORSATION

The card for a pre-authorisation MUST be a credit card (Visa or Mastercard). You can use a Visa Debit or Mastercard Debit. You cannot use EFTPOS to process a pre-authorisation (i.e. you cannot use Savings or Cheque, it must be Credit)

DOES THE PRE-AUTHORISATION TAKE MY MONEY?

No - as the amount is not a processed transaction, however the money is held from your card as a 'Pending' transaction. This means that the money has been withdrawn from your available funds but has not been processed (i.e. Mega Vision don't receive the money). When you return your equipment, the money will automatically return to your credit card, unless any equipment is damaged or lost during your hire period, at which point your bond + 15% may be held as full or part payment of repairs or replacements. Refer to Hire Terms and Conditions over for more information on balance due for repairs or replacements. Should you refuse the settle the balance require for repairs or replacements with the specified time period given to you by Mega Vision, then we will automatically deduct the balance from your credit card.

YOU WILL NOT SEE THE FUNDS GO BACK ONTO YOUR CARD

The money is held as 'Pending' - it has not technically been debited from your card hence you will not see it credited at the end of the pre-auth period. You will not see any debit or credit of the amount on your online banking or your statements. This is because it is a 'Pending' amount that has not been processed. Assuming all equipment is returned in good working order, the pre-auth amount will automatically go back onto your card within 5-7 working days. The exact

length of time varies by financial institution (i.e. if you bank with NAB, you may see your funds sooner than if you bank with ANZ). Mega Vision has no control over this. The bank cannot charge you for the process of a pre-authorisation.

By booking with Mega Vision Australia Pty Ltd, you automatically agree that you have reviewed and understand our full terms, conditions and policies and that you accept them.