



## **BOOKING PROCEDURE AND TERMS AND CONDITIONS OF HIRE**

### **Booking Procedure**

We respect your time, therefore we have developed our internal booking system, which allows us to respond to your enquiry within minutes. Alternatively, you can simply call us, fax or email.

1. We can send you the quotation within minutes after a conversation or email received.
2. If you are happy with the proposition provided, all you need to do is to click on the link, which comes along with the quotation and fill the online agreement.
3. We will put an estimate together for you and fax or email the proposal to you.
4. If we do not carry the equipment you require, we may try to source it from other suppliers.
5. We will generate you a dedicated payment link, which you can use to pay online using your card throughout the secure payment system. The equipment will be booked for you. You will receive all confirmations and receipts through our automated system.
6. We will call you to arrange when the equipment is ready for collection or if booked with us, our engineers deliver the equipment, set it up and collect after the event, unless agreed otherwise.
7. We trust you share your opinion by providing a valuable feedback.
8. We hope you come back to us next time :)

As mentioned before - one of our advantages is an express respond to your enquiries. Another one is our flexibility. We are very flexible with delivery times and prices, but don't take our word for it. Check it yourself!



## **Terms and Conditions**

### **1. General**

This Hire Agreement relates to AUSTRALIAN SOUND HIRE Pty Ltd referred to as the 'Company' and the named person whose details will be filled above referred to as the 'Customer'. The customer's acceptance of equipment on hire implies acceptance of our Conditions of Hire as given below.

### **1. Property of the equipment**

All hired equipment remains the absolute property of the Company at all times. The customer undertakes not to sell, nor underlet any of the goods owned by the Company. Hire equipment shall not be taken out from the agreed venue without prior written authorisation of the Company.

### **2. Responsibility**

#### **3a. Responsibility for loss or damage to the equipment:**

The Customer assumes complete responsibility for loss of or damage to the hire equipment (other than fair wear and tear) during the period of hire. In the event of loss or theft of the hire equipment the Company will invoice the Customer for the full price for replacement of the equipment. In the event of damage to the equipment, the company will invoice the Customer in full for the repairs of the equipment. All costs need to be covered within 5 working days. The Customer must ensure that the equipment is kept safe and dry, locked up when not attended and not stored in a vehicle. Any damage, loss or theft must be reported to the Company and, if applicable, the Police immediately.

#### **3b. Responsibility in other cases:**

The Company cannot be held responsible for the equipment not working or working incorrectly due to circumstances out of its control (e.g. power issues). It is customer responsibility to make sure that appropriate electricity is applied at the venue.

### **3. Hire period**

Standard hire period is 24 hours, unless specified otherwise. In the event the equipment cannot be collected within these time brackets due to the Customer's fault, the Company may charge additional full daily hire fee. All items must be returned inside this period. If you have paid for onsite delivery and collection and our engineers or delivery drivers are not able to pick up the equipment because of lack of ability of gaining access to the venue, the client will be charged an additional hire and delivery fees.

### **4. Cancellation**

The Company reserves the right to keep deposit payment in case of event cancellation. If cancellation is made within 7 days of the start of the period of hire then the hire rate will be charged in full. Due to circumstances beyond the control, the Company has a right to cancel the event without a prior notice. Refunds will be sent within 5 working days.

### **5. Delivery and collection**

If our engineers or delivery driver arrives on site to find the event cancelled or if he won't be able to gain access to the venue, then the Customer shall pay the full hire charge including carriage. The Company cannot be held responsible for any losses in the event of late arrival or cancellation of the

hire, due to unforeseen circumstances out of its control. The Customer must ensure there is adequate parking or loading bays available for the delivery of the equipment. They must be within 50 metres of the venue. If parking is not available, we reserve the right to charge the Customer for any parking tickets received. If our engineers or delivery driver arrives on site within previously agreed time brackets and access to the venue is not granted within 20 minutes, the engineer may leave the site and attend to another customer who becomes a top priority. The engineer may come back later if there are spare time brackets, but the Customer will be charged extra as an emergency engineer call out specified under clause 8.

**6. Condition of the equipment**

All supplied equipment is checked before the event. Complaints as to shortage or damage of the equipment should be made on delivery of goods. The Customer has inspected or will inspect the equipment and in accepting it agrees that it is suitable for its purpose, functions correctly and complies with relevant regulations.

**7. Emergency engineer call out**

If required, our company can dispatch a technician to install the equipment on site or to assist you the customer to resolve any doubts in regards to use of the equipment. Any emergency call out such as this will be charged a regular engineer's hourly rate of \$80 per hour of work + \$5 per kilometre of transport.

**8. Warrants of services**

Upon hire new customers must show a valid photo ID document and a recent utility bill as a proof of your address.

**9. Payment**

For security reasons we accept payments via Credit/Debit Card and PAYPAL Transfer. Approved Business customers can also pay by cheques or cash. Deposit payment must be paid by Credit/Debit Card in order to confirm a booking. The outstanding amount must be received and cleared before the event. If the booking takes place within 10 working days prior to delivery day then the customer is required to pay the full amount upfront. If the equipment returns damaged or there will be a missing payment the Company is authorised to collect funds through the card which a deposit was paid from. Should the Customer fail to pay in full within a week after hiring period, the Company reserves the right to charge the Customer interest at a rate of 10% per week, which will be calculated from the invoice date until paid in full.

## OTHER LEGAL STUFF

### **1. OFFER**

The hirer by this signature agrees to hire the goods, accessories or equipment ("the goods") described herein from P.J.M trading as AUSTRALIAN SOUND HIRE PTY LTD or its permitted assigns ("the owner") for the hire period and to pay the total hire fee payable and observe the conditions terms and covenants contained in the agreement to hire hereof.

### **2. HIRE PERIOD**

The hire period shall commence from the date of acceptance of goods to the hirer until the goods are returned or repossessed by the owner. The owner may terminate the hire period after receiving proper confirmation of the theft or destruction of the goods. The hirer shall return the goods to the owner on the date due back specified on the agreement hereof, or on such earlier date as the owner may require, under clause 7 hereof.

### **3. ACCEPTANCE**

The owner may accept this offer by delivering/supplying the goods to the hirer.

### **4. TOTAL HIRE FEE PAYABLE**

The total hire fee payable shall be aggregate of:

The hire charge for the use of the goods calculated in accordance with the relevant writings and figures set forth previously hereof under "Hire fee payable".

- a) A sum equal to the value of the goods, accessories and equipment lost or stolen during the rental period.
- b) The owners expenses, both Legal and incidental.
- c) Accumulated interest on all amounts due but unpaid.

The total hire fee payable shall be due to owner from the hirer either on demand by the owner or at the end of the hire period, whichever is sooner.

### **5. HIRERS RESPONSIBILITY FOR LOSS OR DAMAGE TO GOODS**

- a) The hirer covenants with the owner that the goods will at the end of the hire period or upon the date of repossession be in good condition, free from all damage or defects of any kind whatsoever, except for ordinary wear and tear.
- b) The hirer agrees to pay the owner for the owners loss expenses and costs in all respect of such damage and defects, amount which shall be recoverable from the hirer on liquidated demand.
- c) The hirer shall accept full and total responsibility for goods on hire and all risk remain with the hirer. The owner acknowledges that no unit or item of goods hired are covered by the owner by insurance whilst on hire, and the hirer covenants to insure goods in the name of the hirer and the owner jointly whilst on hire.

### **6. HIRERS OTHER OBLIGATIONS**

The hirer shall:

- a) Not allow or permit the goods on hire to be used by any person:  
Other than himself or members of his family

Members of his band, incorporated company, unincorporated association or acknowledged servants, agents or employees, provided always that the owner has received notice from the hirer of the names of persons inclusive of the list above mentioned and the location where the goods are to be used.

- b) Pay to the owner for the owners use such deposit on account of total hire fee payable or otherwise as the owner may require and shall cause any cheque for such deposit to be met immediately on presentation.
- c) Not allow the goods to be repaired nor allow or create any lien over the goods nor part with possession of the goods.
- d) Take reasonable care of the goods and not abuse or misuse them in any way whatsoever.

## **7. REPOSSESSION**

The owner may repossess the goods and the hirer shall on being so required by the owner forthwith return the goods to the hirer, if:

- a) The hirer is in breach of any term or condition hereof or has made any misrepresentation to the owner.
- b) Or the goods are damaged in any way.

## **8. LEGAL PROCEEDINGS.**

Any legal proceedings between the owner and the hirer, a certificate signed by a Director of the owner shall be evidence of truth of the fact stated herein including:

- a) Hire period
- b) The facts constituting any breach of the hirer and,
- c) The cost to the owner of making good, damage or loss.

That the hirer and owner acknowledge that this agreement shall be binding upon the parties subject always to the laws currently in force in the state of Queensland.

## **9. OTHER**

The hirer authorises any person taking possession of equipment at the owners premises or elsewhere from the owners for transport for such equipment to the hirer or for transport of such equipment as the hirer shall direct, to act as the hirers agent and accordingly such persons signature on all documents required by the owner, shall constitute an acceptance of those documents and terms and conditions, and the hirer undertakes to be bound by all such documents and terms and conditions signed by any person taking possession of equipment on his behalf, and in particular without limiting the neutrality hereof. The hirer of authorises any carrier or courier or any other person collecting equipment on the hirers behalf to execute on the hirers behalf all documents required by the owner to be executed by the hirer prior to delivery of equipment to the hirer or his agent, whether such person be an employee or agent or independent contractor authorised to collect equipment on the hirers behalf.

## **10. WARNING:**

Misuse of this equipment is dangerous. Persons using this equipment do so at their own risk. The hirer shall be responsible for any loss or damage occasioned by the use of the equipment. Reference should be made to the standard terms



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