

Virus Light & Sound - Terms & Conditions of Hire

1. In these conditions of hire and on the front hereof unless the context or subject matter otherwise indicates the singular includes the plural and vice-versa and "The equipment" means the equipment referred to on the front hereof, "The company" means Virus Light and Sound and any of its subsidiaries. "The charges" means the charges shown on the front hereof. "The contract" means the contract with respect to the equipment that is or will be hired to, (as the case may be).
2. The hirer undertakes –
 - a. Carefully to inspect the equipment when it is picked up, and inform the company immediately if there is any loss or shortage.
 - b. Not to part with possession of the equipment and not to cause or permit any legal or equitable lien, encumbrance to take effect or be created over or in respect of the equipment.
 - c. Not to sell, mortgage, sublet or assign the equipment.
 - d. To return the equipment promptly and without retention to the company at the end of the hire period or the return date without demand by the company.
 - e. To promptly pay any or all of the hire charges on the hire contract before the final return date, or at any time upon oral demand of the company.
 - f. To peacefully permit the company by any of its officers servants and its agents to enter its premises of the hire and (without prejudice to such claims or rights as the company may have to damages or otherwise) to repossess the equipment, if any of the conditions of hire are breached and the hirer indemnifies the company in respect of any claims, damages or expenses arising out of any action taken under this clause.
 - g. Not to bring or maintain or be party to or assert any action, claim or set-off at law or in equity are at variance from or inconsistent with any of these conditions.
3. The hirer shall be responsible for all freight and other charges whether incurred by the company or the hirer in respect of the delivery and return of the equipment.
4. The hirer agrees to indemnify the company against any claims or actions whatsoever howsoever made in respect of the equipment or the use thereof.
5. The hirer acknowledges that the hirer should obtain public risk insurance, as the hirer is responsible for any loss or damage whatsoever howsoever caused to person or property.
6. The hirer is responsible for any loss or damage to any of the equipment listed on the front hereof, from the time the hirer picks up the equipment at our warehouse or agent, until the hirer returns the equipment to our warehouse or agent. The hirer agrees to pay full replacement costs for any equipment lost or damaged in a manner the company considers unrepairable, within seven (7) days of such loss or damage coming to the attention of the company.
7. Where the charges on the front hereof relate to a long term hire then the hirer agrees that in the event of the equipment being returned prior to the agreed period, the hirer will pay the difference in the long term price, and the normal list rates for a shorter period, as judged by the company.
8. Where the charges on the front hereof relate to a long term hire the hirer accepts full responsibility for replacement and maintenance of all lamps and fuses.
9. Where the charges on the front hereof relate to a long term hire then the hirer agrees to pay all hire costs in advance.
10. The hirer acknowledges that any charges unpaid within thirty (30) days of the return of the equipment will accrue interest at the rate of 2% at the end of each calendar month, and that the hirer will pay this amount to the company upon demand.
11. If any of these conditions is or becomes for any reason, wholly or partly invalid that condition shall to the extent of the invalidity be served without prejudice to the continuing force and validity of the remaining conditions.
12. The contract and these conditions shall be governed and construed to take effect in accordance with the laws of the state of Queensland.
13. The hirer undertakes to return the equipment by the return time and date on the front hereof. A fee will be charged for failure to comply.
14. The hirer agrees to return all leads and cables neatly rolled; a fee will be charged for failure to comply.
15. The hirer agrees to return all equipment in the same condition it was received; a cleaning charge will be incurred for any soiling of the equipment.
16. The hirer agrees that the failure to comply with any of the above conditions will result in part or all of the deposit amount to be forfeited.

I hereby accept that I have read and understood the terms and conditions of this hire and that insurance of the goods is my responsibility. I agree to return all equipment in the same condition as hired and return all cables coiled or forfeit 20% of my bond.

Signature of hirer: _____ Print name: _____ Date: ____/____/____