

# TERMS AND CONDITIONS – SUBLIME AUDIO VISUAL

These are the standard terms and conditions of 'Sublime Audio Visual' referred to as 'The Company'.

1. This contract is an agreement between the Company and the Client and sets out the terms and conditions for the hire of equipment and services provided. This service, where stated in the quote, includes the delivery, setup and collection of the equipment within reasonable limits. It does not include the engineering of the equipment or instructions on how to use the equipment unless specifically detailed in the quote. The Client may request an engineer for the event, which will be an additional charge and is detailed in point 8 of this contract.
2. The company agrees to provide the equipment detailed in the quote or order form and will be setup to our best knowledge and for maximum effect, or to the specifications provided by the client in a separate document.
3. A standard hire term is 24 hours, unless specified in the quote. If the equipment is not returned within this time bracket, the company reserves the right to charge the client at a rate of 100% for each additional 24 hours. If the Company is delivering or picking up the equipment at an agreed time and is unable to gain access, the client will be charged for additional hire, and an additional delivery fee at a value of 50% of the original delivery fee detailed in the quote.
4. The company agrees to deliver the equipment at a time agreed to by the client in writing, but reserves the right to change this time up to 48 hours before the event.
5. The Standard delivery and collection rates that are quoted are based on 9am – 5pm Daytime deliveries. In the event that delivery and / or collection of equipment is outside of these hours, an early morning / late night surcharge will be payable.
6. Whilst the Company will endeavour to ensure that all equipment hire arrives on time, 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.
7. We require payment to confirm the booking payable as either:
  - a. 50% deposit. Please note: PAYMENT IN FULL IS REQUIRED PRIOR TO THE HIRE, DELIVERY & INSTALLATION OF ALL EQUIPMENT.
  - b. 100% deposit.
8. If the Client wishes to hire an engineer for the duration of the event there is a fee, which will be detailed in the quote/order form. The engineer will require light refreshments for the duration of the event and must have a 30-minute break after 5 hours of continual work. For any Events where a technician is required for a time period greater than 5 hours, the client will be required to provide meals for each technician / staff on site.
9. In the event where a Site Induction is required for staff to complete their work, an hourly fee at the rate of \$66.00 per hour will be payable per staff member required to do so.
10. In the event where a Council Permit or Engineer Sign Off is required, the client will organise for payment and the gathering of the relevant documentation unless agreed otherwise.
11. Cancellation of the booking will incur the following charges, which 'the client' agrees to settle in full within 7 days:
  - a. More than 2 weeks before event, 50% payable.
  - b. Less than 2 weeks before event, 75% payable.
  - c. Less than 48 hours notice, 100% payable.
12. In the Circumstance where events are cancelled due to Wet or Severe Weather Conditions, it is at the companies Discretion as to whether the event can be rescheduled (dependant on availability and circumstances). Labour and Equipment Costs may still need to be charged.
13. For the duration of the hire, the Client understands that the equipment is under his/her/its care and control, and agrees to take necessary precautions to ensure the safety and well being of the equipment. The Company's insurance covers it against theft by force, so when not in sight of the Client it must be kept in a locked secure room. For any other circumstances the Client must arrange for its own security to protect or insurance to cover the equipment, and agrees any losses, direct or in-direct, will be repaid to the Company in full. These include the cost of the lost/damaged equipment and the loss of earnings whilst it is not replaced.
14. The Client will pay for any damage to the equipment whilst in the Clients care, except for general wear, in full.
15. The Client will pay for any loss of equipment whilst in the Clients care, that is not covered under the Company's insurance, in full. Any missing cables or leads not returned incur a minimum \$30.00 fee per cable / lead (dependant on replacement value). Replacement cables / leads not accepted.
16. Where equipment has been 'Dry Hired', It is the client's responsibility to check the equipment is working once setup. If there are any issues with equipment not working once setup, it is the client's responsibility to call the office number (which after hours will divert to a nominated staff member where 24hr call assistance is provided) so that the company can help rectify the problem. It is the client's responsibility to correctly setup and use the equipment. No refunds or credits will be provided for incorrect use of equipment or where the client has failed to contact the company.
17. For any 'Dry Hire' of equipment (where it is agreed that the client is to collect and return the equipment), the following criteria **MUST** be met:
  - a. Equipment that is being collected / returned is BY APPOINTMENT ONLY. The client agrees that the specified time must be kept. If you are going to be late or need to reschedule, you need to contact us ASAP to notify us so that we can reschedule another time for collection / return. Additional Fees may be charged if the equipment is returned late.
  - b. Upon collection, the client is required to produce their driver's licence with their current address stated on it.

**FAILURE TO PRODUCE THESE DOCUMENTS UPON COLLECTION WILL RESULT IN THE EQUIPMENT NOT BEING HIRED OUT.**

If you have any questions regarding the standard terms and conditions please call us on (07) 3886 2329.