

## Hire - Terms of Trade – Corporate Stage Solutions Pty Ltd

1. In this document references to "the owner" shall mean **Corporate Stage Solutions Pty Ltd** and its employees servants and agents. References to "the hirer" shall mean the person, firm or corporation referred to on the front of this document with the proviso that the person signing this document or arranging for the supply of equipment is in fact authorised and has the power to do so and in the event that such person is not authorised that person shall be deemed to be "the hirer".
2. References to "equipment" shall mean all of the items listed on the front of this document together with additional items supplied at the request or instigation of the hirer and shall include all accessories, parts, containers and consumables supplied with the equipment.
3. The owner is responsible for supplying equipment that is clean and in good working order at the commencement of the hire. It is the hirer's responsibility to ensure that the equipment meets this criteria and is suitable for their use.
4. The hirer shall at all times use the equipment in a skilful and proper manner having regard to statutory and other regulations in force, including, where appropriate, the requirement for operation or use by a properly certified and or licensed person. The hirer shall note all instructions and notices regarding the safe and proper use of equipment and if unfamiliar with the particular equipment the hirer shall be responsible for ensuring that the necessary information or instruction is obtained. The hirer is also responsible for ensuring that the equipment is not overloaded and is used with an appropriate power source.
5. The hirer shall at their own expense service, clean and maintain the equipment in good and substantial repair and condition, reasonable wear and tear excepted.
6. Hiring charges shall be as set out on the front of this document or as otherwise advised. In the event that there is any variation to the charges set out it is the hirer's responsibility to ensure that such variation is clearly noted on this document. Hiring charges shall commence at the beginning of the period of hire and shall cease on completion of the period of hire as defined above at point 6. Where not otherwise defined, equipment returned later than 12pm the due date will result in the daily rate of the hired items being charged.
7. Upon completion of the hire the equipment must be properly cleaned by the hirer otherwise a cleaning fee will be deducted from the deposit or charged to the hirer.
8. The hirer shall be responsible for all freight and other charges whether incurred by the owner of the hirer in respect to the delivery and return of the equipment.
9. The hirer shall be responsible for any loss of or damage to the equipment for any reason whatsoever except for damage that is caused by fair wear and tear. The whole of the cost of replacement or repair will be deducted from the deposit or charged to the hirer.
10. In the event of breakdown or failure of the equipment the hirer shall immediately notify the owner and if requested return the equipment to the owner's premises. The hirer shall under no circumstances repair or attempt to repair the equipment without the prior consent of the owner.
11. The hirer shall be responsible for any loss or damage to property or persons caused by the equipment during the period of the hire due to the hirer's negligence. It is the hirer's responsibility to ensure that they are aware of and take steps to eliminate or minimise any likely damage that may occur during installation of equipment – such as drilling holes, putting pegs in the ground or moving property belonging to or under the control of the hirer – in order to complete the installation. The hirer shall indemnify the owner against any claims, damages or expenditure arising there from due to the hirer's own negligence.
12. The owner may with sufficient cause – such as failure on the part of the hirer to pay the hire charges or a breach of the terms and conditions – terminate the hire and repossess the equipment at any time and may enter upon any premises for this purpose. The hirer shall indemnify the owner against any claims, damages or expenses arising out of such action.
13. All warranties and conditions are excluded to the full extent permitted by the and the owners only obligation resulting from any breach of any condition or warranty is limited to the supplying of the equipment again or repair of the equipment.

## Terms of Trade – Supply of Goods and Service

14. **Corporate Stage Solutions Pty Ltd ("the Supplier")** and the party requesting the service or purchasing goods from the Supplier ("**the Customer**") agree as follows:-Any quotation from the Supplier automatically expires after 30 days unless, within 30 days, accepted verbally or in writing and a deposit paid. Unless otherwise stated in the Supplier's price list, prices are exclusive of GST.
15. No cancellation or variation after acceptance of order will be effective unless agreed to in writing by the Supplier.
17. quoted price accepted within 30 days will apply to quoted services or goods ordered within 60 days of the quote date. Services and or goods ordered after that time may be subject to price changes at the Supplier's discretion.
18. The Supplier may charge for shipment packaging provided by the Supplier.
19. Unless credit has been provided to the Customer, the Customer must pay the total amount payable for the Services and Goods inclusive of GST to the Supplier without deduction upon delivery or collection. The Supplier may require a deposit (up to 50% of the invoiced price) on placement of order. The Supplier may require the total amount payable for the Service or Goods inclusive of GST, prior to ordering or shipment of the goods to the Customer.
20. The Customer warrants that the persons' signatures appearing on the Credit Account Application Form (if applicable) are duly authorised by the Customer to apply for credit and execute the Credit Account Application Form on behalf of the Customer.
21. Allowance to the Customer of time to pay, will not constitute a waiver by the Supplier of any of these terms nor be construed as the Supplier granting credit facilities to the Customer.
22. If the Supplier grants credit facilities to the Customer, all accounts must be paid in full within 30 days of the Supplier's invoice date or as per the covering application. Each supply of Service or Goods and the related invoice is a separate contract incorporating these terms.
23. The Supplier may at any time without notice terminate any credit arrangement with the Customer.
24. The Customer must immediately notify the Supplier of any pending changes in address.
25. Where goods are ordered by the Customer, the customer will inspect the Goods and advise the Supplier in writing within 7 days of delivery of any faults in or to the Goods. Subject to acceptance by the Supplier of liability, the Supplier's liability will be limited to repairing or replacing the Goods at its option. Otherwise, the Customer must pay for the Goods and the Supplier will not be liable for any faults in the Goods or for any claim, damages or costs relating to the Goods and the Customer will indemnify the Supplier therefrom.
26. Title in the Goods will not pass to the Customer until the total amount payable inclusive of GST is paid in full. Risk in the Goods will pass to the Customer immediately upon the earlier of delivery or collection.
27. Goods may incorporate changes from time to time made by the manufacturer or Supplier due to changes in manufacturing or in raw materials.
28. The Supplier will in no way be liable for any claim or cost resulting from non delivery or delayed delivery or from any fault in the goods beyond the Supplier's control. The Customer will indemnify the Supplier therefrom.
29. If the Customer has not fully paid for the goods but sells or otherwise disposes of them whether in the same form as supplied or incorporated into other goods or upon which work has been done or otherwise, the sale proceeds or monies received in respect of disposal or the amount attributable to the goods will immediately upon receipt by the Customer be paid into a separate bank account conducted solely for that purpose and into which no other monies will be paid. Those proceeds or monies will be held by the Customer as trustee for the Supplier until actually paid to the Supplier.

30. Until the Supplier receives full payment or until the goods have been bona fide sold to a third party in good faith at full market value, the Supplier has the right (without prejudice to any other rights and remedies it may have) to recover, detach, remove and/or resell the goods or any part of them. For that purpose the Supplier's agents or employees may without notice enter any place the Supplier believes the goods to be without committing a trespass. The Supplier will have no obligation to make good any damage caused by such recovery, detachment or removal and the Supplier will not be liable for and the Customer will indemnify the Supplier against any costs, claims, damages or losses expended suffered by the Customer or a third party as a result.
31. Except as required by law, the Supplier gives no guarantee in relation to the goods other than as expressly stated in these terms and the Supplier will have no liability at all for any consequential loss, injury, damage or expense suffered or incurred directly or indirectly by the Customer or any of the Customer's agents or employees or any other person using the goods provided by the Supplier.
32. The Supplier will not in any circumstance whatever or however be liable for any consequential damage, loss injury or prejudice resulting directly or indirectly from any non-delivery, delay in delivery or any strike, stoppage or industrial action directly or indirectly affecting the availability of the Goods.
33. Any variation to these terms must be in writing signed by the Supplier.
34. If any provision of these Standard Terms of Trade is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from these Standard Terms of Trade.
35. Any notice, invoice or document to be given to the Customer shall be sufficiently given if posted by ordinary prepaid post or faxed to the Customer at the Customer's last known address or facsimile number and shall be deemed to have been received by the Customer in the ordinary course of post or on receipt by the Supplier of a successful transmission answerback.
36. To the extent permitted by law, Corporate Stage Solutions Pty Ltd, its employees and agents is not responsible whatsoever for personal injury, damage to property or any other loss from the Service or Goods supplied.
37. **Cancellation Fees**  
A cancellation fee will apply to event or equipment bookings as per the following prescribed rate.
  1. Cancellation 7 days prior to the event is subject to a 15% penalty of the total invoice amount.
  2. Cancellation 72 hours prior to the event is subject to a 50% penalty of the total invoice amount.
  3. On site rescheduling is subject to a 100% penalty.

**Collection costs and administration fees associated with the recovery of outstanding or overdue accounts**

I/We acknowledge that in the event that this account becomes overdue and falls outside of these Trading Terms that Corporate Stage Solutions Pty Ltd will impose an administration fee equivalent to 20% of the total invoice amount payable and at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection of the total overdue amount. This acknowledgement is not limited to other recovery costs associated with the repossession and resale of goods and gazetted professional legal fees if so required (full indemnity basis) will be borne by the customer and be deemed the liability of the customer to pay under these Terms.

Despite anything contrary in these terms, all monies due from the customer will become immediately payable to **Corporate Stage Solutions Pty Ltd** upon the happening of any event or the issue against or service on the Customer of any notice or proceedings in any way concerning the customer's solvency or payment of its debts.

**1. I/We agree that Corporate Stage Solutions Pty Ltd may seek consumer credit information (section 18K(1)(b), Privacy Act 1998)**

If Corporate Stage Solutions Pty Ltd considers it relevant to assessing my/our application for credit we agree to Corporate Stage Solutions Pty Ltd obtaining from a credit reporting agency, a credit report containing personal credit information about me/us in relation to credit provided by Corporate Stage Solutions Pty Ltd

**2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1998)**

I/we agree to Corporate Stage Solutions Pty Ltd obtaining personal information about me/us from other credit providers whose names I/we may have provided to Corporate Stage Solutions Pty Ltd or that may be named in a credit report for the purpose of assessing my/our application for credit made to Corporate Stage Solutions Pty Ltd

**3. I/We agree to a credit provider being given a consumer credit report to collect overdue payments on consumer credit (Section 18K(1)(b) Privacy Act 1998)**

I have read, understood and accept the above Terms of Trade.

**Signed:** \_\_\_\_\_ **Name** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signed:** \_\_\_\_\_ **Name** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_