

MELBOURNE BACKLINE PTY LTD: TERMS AND CONDITIONS OF HIRE

Hirer Obligations

1. Upon acceptance of the quote/invoice the hirer agrees to hire all goods, accessories or equipment from Melbourne Backline Pty Ltd (Hereafter known as the owner) for the hire period and to pay the total charges and to observe the terms and conditions outlined.
2. The hirer takes full responsibility for the equipment during the hire period and will keep all items within his/hers possession or control. The hirer shall not permit any person to use the equipment, other than himself; family members; band members or staff.
3. The hirer shall pay to the owner a deposit if requested prior to the hire commencement.
4. The hirer agrees to pay the amount including any additional charges for services rendered beyond the original quote.
5. The hirer agrees to treat the owner's equipment as they would their own babies, and refrain from risky or dangerous activities that may cause damage or theft. Whether onstage, in the studio or on the road the hirer agrees to take every precaution to ensure the equipment is not damaged in transit or while in use.
6. The hirer shall be responsible for the costs incurred in making good any loss or damage to the equipment. In particular, the hirer must accept liability for malicious or accidental damage caused by the public at large, theft, fire, water, any act of God, or by unduly rough, negligent or malicious handling of the equipment by any person whatsoever or by any faults in the vehicles transporting the equipment or by any faults at the venues where the equipment is being used.
7. 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's insurance whilst on hire and the hirer covenants to insure goods in the name of the hirer and the owner jointly whilst on hire.

The Total Charges Payable

The total charges payable will be calculated as follows:

1. The hire fee for the use of the goods and/or services during the period, plus any additional hours of labour or item hire.
2. A sum equal to the manufacturers retail price of any part of the equipment lost or stolen during whilst under the care or control of the hirer. The cost of repairs to the equipment for which the hirer is liable under this agreement. This could include damage to amp tubes or other where the defect would not be considered a result of general wear and tear.
3. The expenses of the owner, legal or otherwise, occasioned by the hirer's breach of this agreement.

Return of the equipment

1. The hirer agrees to return equipment to the owner's premises at the end of the hire period, or pre-arrange collection by the owner. Drop off available any time of day or night with sufficient notice to ensure the owner is available to receive the goods at the agreed time.
2. In the event of a late return of the equipment in addition to "the hire fee" payable a daily penalty shall be imposed for each day that the equipment is not returned. The hirer agrees to be responsible for any loss suffered by the owner as a result of the equipment not being returned at the end of the hire period.
3. The owner reserves the right to repossess the equipment, or demand the return of equipment prior to the end of the hire term if there is a breach of any term and condition or if the equipment is damaged in any way.

The Equipment

1. All equipment is regularly maintained and serviced by industry professionals, and is provided to the hirer with the expectation that the items are in proper working order, the owner accepts no responsibility for problems arising from unforeseen issues or faults during the hire period. In the event of equipment not meeting specific requirements or personal preferences we will offer replacement equipment at no additional cost, however no financial compensation or discounts will be given once the equipment list or quote is approved.
2. The hirer authorises any person taking possession of equipment at the owner's premises or elsewhere from the owners for transport of such equipment to the hirer or for transport of such equipment as the hirer shall direct, to act as the hirer's agent and accordingly such person's signature on all documents as required by the owner, shall constitute an acceptance of those documents and terms and conditions by the hirer 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 generality hereof, the hirer authorises any carrier or courier or any other personal collecting equipment on the hirer's behalf to execute on the hirer's 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 hirer's behalf. 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.

REMINDER: THE HIRER BARES THE RESPONSIBILITY FOR COVERING THE COST TO REPLACE/REPAIR EQUIPMENT DAMAGED, LOST OR STOLEN WHILE UNDER THEIR CARE. IN THE EVENT THAT AN INSURANCE CLAIM MUST BE MADE, THE HIRER WILL INSTEAD BE REQUIRED TO PAY ANY APPLICABLE EXCESS FEES CHARGED BY AON INSURANCE, UP TO A MAXIMUM OF \$1000.