



# MONDO DIGITAL EQUIPMENT & STUDIO HIRE

## TERMS AND CONDITIONS

The following are the conditions of use relating to the booking, hire of Equipment, hire of Studios and other services offered by Mondo Digital Pty Limited (ACN 050 546 506). These terms and conditions will form part of the contract between every Client and the Company.

### 1. Definitions

“Client” is the person or party deemed to be ultimately responsible for the payment of the Company’s Fees.

“Company” means Mondo Digital Pty Limited (ACN 050 546 506)

“Equipment” means such items and articles hired to the Client as set out in the Contract and any Annexure attached to it.

“Fees” means any amount of money paid or payable by the Client to the Company under the Contract and includes any penalty or additional amount.

“Studios” means the areas/rooms at the Company’s business premises at Level 2/409 George Street Waterloo and more particularly designated in the Price List.

### 2. Hiring Fees

2.1 The Client agrees to pay the Company the Fees as follows:

#### ***Equipment***

2.2 The client will pay for the Equipment at the day rates specified in the Price List to this Contract from the date and time the Equipment is taken out to the date and time the Equipment is returned to the Company. For the purposes of equipment hire a day is deemed to be a 24-hour period.

The Client will be liable for the entire time the Equipment is hired out, not for the time the Equipment is used by the Client.

**Studios**

- 2.3 The Client will pay for the use of the Studios at the day rates (or half day rates as the case may be) specified in the Price List to this Contract.
- 2.4 A studio day is the 9 hour period from 9am to 6pm unless otherwise agreed. A half day is considered a 5 hour period starting or ending at 1pm.
- 2.5 Use of the Studios by the Client outside of a scheduled booking attract the overtime rate of as set out in the Price List for every hour (which shall include part of an hour) that the studio is in use in excess of the scheduled booking.
- 2.6 Overtime and weekend surcharges apply as set out in the Price List.

**3. Taxes, duties and charges**

- 3.1 The Client shall pay the Company all and any appropriate taxes, stamp duty and government charges in addition to the Fees. If GST is levied in respect of any taxable supply made under or in connection with this contract, the amount payable for that supply will be increased by the amount of GST.
- 3.2 Prices are subject to change without notice.

**4. Use of the Equipment**

- 4.1 The Client shall at all times use the Equipment in a skilful and proper manner and shall at his or her own expense service, clean and maintain the Equipment in good and substantial repair and condition, save for reasonable wear and tear.
- 4.2 The Client acknowledges that no part of Equipment must ever be connected to a petrol generator as substantial damage will occur and the hirer will be deemed negligent and responsible for the entire cost.
- 4.3 Upon completion of hiring, the Client must properly clean the Equipment. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the Client in complying with this clause will render the Client liable for the additional cost incurred. Such cost will be charged by the Company in addition to the fees.

**5. Use of the Studios**

- 5.1 Studios are to be left as found. Any painting required to return the studio to its original state after vacation of the Studio by the Client at the rate set out in the Price List. Painting must be done with the utmost care and to the complete satisfaction of the Company. The studios are checked before and after each shoot.
- 5.2 Any external doors or entry points to the Studios must be kept locked and secure at all times.

## **6. Insurance**

### **6.1 Equipment:**

- 6.1.1 Unless the Client takes out its own insurance and provides proof of adequate insurance cover to the satisfaction of the company in its absolute discretion for the full value of the Equipment, in the case of loss, theft or damage during the full period of the contract, the Client acknowledges that an excess of 15% shall be payable by the Client in addition to the Fees.
- 6.1.2 Where the excess referred to above (the "damage waiver") is paid by the Client, and the Client otherwise complies with the terms of this contract, the Company shall waive any claim against the Client which exceeds the value of the damage waiver, provided the Client also pays the further sum ("damage excess") being \$1000.00, when demanded where the cost of replacement and/or repair of the Equipment does not exceed \$5,000.00.
- 6.1.3 Where the cost of replacement / repair exceeds \$5,000.00, the Company may in its absolute discretion require the Client to pay an increased excess up to the value of 10% of the cost of replacement and/or repair of the equipment hired, such further amount to be determined by the Company in its absolute discretion.
- 6.1.4 It is expressly acknowledged that the damage waiver shall not apply if the Client uses the Equipment for purposes other than the purpose as specified in the Contract or during a period other than that specified in the Contract. If the Equipment is used in a negligent, unskilful or improper manner (including where the Equipment may be damaged as a result of being blown over by natural forces for any reason), or in a manner other than that for which the Equipment was constructed (or if the Client leaves the Equipment unattended) and the Equipment is thereby lost or damaged, then the Client shall be liable to the Company for any such loss or damage.
- 6.1.5 It is expressly acknowledged that no glass ware (including flash tube, modelling lamp or protection cover) is covered by the damage waiver and in the event of breakage by the same, the Client shall pay the Company the full replacement cost of it upon demand.

### **6.2 Studios:**

- 6.2.1 The Company will not be liable for any loss damage or injury occasioned to the Client, its employees, contractors or invitees while using or attending at the Studios. The Client promises that it has sufficient public liability (at least \$10,000,000.00), workers compensation and all other necessary insurances in place at all times during its hire or use of the Studios and indemnifies the Company against any loss or damage that may be occasioned to the Company or its employees due the Client's use of the Studios or inadequate insurance cover. The Client will on demand produce to the Company evidence of currency of insurances required under this clause.

**7. Freight delivery**

- 7.1 The Client agrees to pay all freight, delivery, transportation, shipping, postage and courier cost whether incurred by the Client or the Company in respect of the delivery and/or return of any of the Equipment. The only exception is when the Equipment is returned to the company due to a breakdown or other failure for which the Company is deemed responsible or otherwise when the failure is caused by reasonable wear and tear of the Equipment and not by the Client's negligence or misuse or any other reason.
- 7.2 It is expressly acknowledged that the Company shall not be liable for any delays in the delivery of Equipment under any circumstances.

**8. Ownership of Equipment**

- 8.1 The Equipment shall at all times remain the property of the Company. The Client agrees not to sell, transfer, license, loan, hire or otherwise give the Equipment to anyone, or to part with or share possession of the Equipment or do anything which may affect the Company's interest in the Equipment. The Equipment shall not be sublet or hired by the Client to a third party without the express written consent of the Company. Such consent shall be at the discretion of the Company.

**9. Payment**

- 9.1 The Company's usual credit terms apply to those Clients who have a credit account with the Company. For Clients who do not have a credit account, all fees and charges must be paid in advance and the Client shall agree to provide full contact details, proof of identity, and a credit card imprint. The Client authorises the Company to charge the Client's credit card for any additional freight and delivery costs incurred and any additional fees and other charges incurred as a result of late return of Equipment or any other matter arising in connection with this contract.

**10. Liability**

- 10.1 The Company will not under any circumstances be liable to the Client or any other person or entity related to or associated with the Client for indirect, consequential or incidental loss, costs, damages or expenses of whatsoever nature including, but not limited to, loss of profits, loss of savings or other incidental or consequential damages arising out of or relating to the Equipment or any matter under this contract.
- 10.2 Subject to clause 9.1, the Company makes no warranty or representation in relation to the Equipment or Studios (unless set out in writing by Company under this contract) and all statutory and other warranties, promises or representations however made or given whether express or implied as to the state, quality or merchantability of the Equipment or the fitness for use of the Equipment or the Studios are expressly negated and excluded to the fullest extent allowed by law.

- 10.3 These warranties will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application pursuant to these Conditions of all or any of the provisions of Part V of the Trade Practices Act, 1974 or Part VIII of the Sale of Goods Act 1923 (NSW) or the provisions of any other statute, act or law of any State or Territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.
- 10.4 In the event that the Company incurs a liability to the Client pursuant to the Trade Practices Act 1974 or any other legislation in force from time to time, the liability of Company is limited to such of the following as Company may determine in its sole discretion: (a) the replacement of the Equipment or the supply of an equivalent Equipment; or (b) the payment of the costs of replacement of equivalent Equipment for hire.
- 10.5 Notwithstanding anything to the contrary, it is acknowledged that under no circumstances shall the Company be responsible for any losses incurred by the Client as a result of any power outage, generator failure, any of loss of any data, or any other matter outside the Company's direct control.

## **11. Breakdown**

- 11.1 In the event of a breakdown or failure of the Equipment, the Client shall on no account repair, or attempt to repair the Equipment without the prior written consent of the Company, and shall notify the Company in writing immediately and return the same to the Company upon request. If the breakdown or failure is caused by reasonable wear and tear and not by the Client's negligence or misuse, then the period of hire shall be determined upon the return of the Equipment of the Company.

## **12. Cancellation fees, Booking and Holds**

- 12.1 A hold or booking on the Equipment or Studios or any other service provided by the Company becomes a confirmed booking 24 hours prior to the date ("the Due Date") on which the Equipment or services were agreed to be made available by the Company unless the Client notifies the Company in writing to the contrary within 3 days of the Due Date. A cancellation made 24 hours prior to the Due Date will make the Client for the payment of the Fees in full. A cancellation made on the Due Date incurs a fee of 100% of the Fees.