

## **BRISBANE SOUND GROUP TERMS & CONDITIONS** **PRODUCTION HIRE**

### **INTERPRETATION**

- Brisbane Concert Sound Pty Ltd trading as Brisbane Sound Group (hereinafter can be abbreviated to "BSG") - These terms and conditions apply to the equipment supplied and services rendered by BSG and any other trading name used by Brisbane Sound Group.
- "Hirer" and all references to hirer including "client" and "customer" refers to the hirer of equipment and/or services under this agreement.
- "Hire", "Production" or "show" refers to the equipment, material or other item, and, if any, services provided by BSG to the customer.
- "GST" refers to the goods and services tax as imposed by "A New Tax System" (Goods and Services Tax) Act 1999 in Australia.
- This Agreement shall be deemed to be made at Brisbane in the State of Queensland and shall be subject to the law of the State of Queensland.

### **WAIVER**

A party may not waive any right under this Agreement except in writing. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by another party. A failure or delay in enforcing a right under this Agreement does not constitute a waiver.

### **PAYMENT**

Brisbane Sound Group reserves the right to cancel the equipment hire or production services requested at any time if a written purchase order and/or payment is not received and cleared as per these terms and conditions.

If you are not an established and approved credit account customer with Brisbane Sound Group, you may be required to pay a 30% deposit on confirmation, no later than 14 days prior to the event. Further to the deposit confirmation, the balance of the invoice must be paid prior to the commencement of the set up. The hirer acknowledges that in the event of any breach or cancellation of this quotation/agreement the deposit will be forfeited and become the absolute property of BSG without prejudice to any other claim BSG may have against the hirer. For account Customers: Brisbane Sound Group will issue statements monthly.

If credit is given, then payment will be made on or before the 28th of the month following in which the equipment were supplied or the services were rendered.

If monies are not paid by the due date, then Brisbane Sound Group has the right to hold the account from any additional hires until monies have been paid. Brisbane Sound Group also has the right to pursue legal action and list any defaulting account with Veda Advantage (formerly Baycorp Advantage) if the account becomes grossly overdue.

Accounts that do not comply with our terms and conditions will incur a 2% per month interest charge.

Brisbane Sound Group charges a \$50.00 processing fee for any dishonoured cheque.

Brisbane Sound Group may at any time and without assigning any reason, discontinue the customer's credit or refuse to extend further credit.

### **INSURANCE:**

The hirer is responsible for all insurances associated with the event including weather, fire, theft, malicious damage, storm and tempest. These terms apply in all instances including when BSG personnel supervise the assembly and disassembly of the equipment.

All responsibility for equipment on hire lies with the hirer. No equipment is covered by insurance whilst on hire on in transit. The hirer agrees to pay all costs for unpaid hire, damage to or loss of goods on hire, even in the case that BSG personnel supervise the assembly and disassembly of the equipment.

If the hirer's public liability requirements exceed BSG's insured amount or insured business activities, further fees will apply to cover anything above what is covered under our insurance.

The hirer shall not permanently mark, drill into, deface or alter in any way any part of the equipment supplied by BSG, and will

ensure the equipment is returned to BSG in the same condition it arrived in. The hirer will be liable to pay for any damages to the equipment, including cleaning charges if deemed necessary by BSG.

The hirer is responsible for the safe use of equipment and materials for the purpose of which it was designed for, and shall be held responsible for the supervision of the equipment and materials during the event. The hirer is also responsible for any injury sustained by general public, events staff, performers or guests, due to the use or misuse of the equipment installed.

### **EQUIPMENT HIRE:**

The hirer (customer) agrees that at the time of delivery the hirer will inspect the equipment and satisfy him/herself that the equipment is in good condition and working order and suitable for the purposes for which the hirer intends to use such equipment.

If **any or all** of the quoted requirements change whatsoever, further fees may apply and therefore be charged to you, the hirer, unless otherwise agreed in writing.

Equipment and materials are deemed on hire from the date of departure from BSG's premises to time of return to BSG's premises. If equipment/materials are not returned by the due date and time, overdue fees charged at our standard daily hire rate for each piece of equipment will apply and are to be paid by the hirer on return of the equipment.

Any additional labour, equipment or materials required after confirmation and hirer's receipt of the equipment and/or service will incur an additional charge.

The labour is based on installation and removal of the above equipment and/or materials being on the installation dates and times provided to us by you. If any additional labour is required beyond those dates and times listed, further charges may apply. If any BSG personnel are on site longer than five hours, it is the hirer's responsibility to ensure liquid drinks (including fresh drinking water) are available on site at all times. No BSG personnel are to work any longer than five hours straight without a meal break.

If the hirer is supplying or sub hiring any additional equipment for any purpose from companies other than BSG, the hirer/client/sub hire supplier warrants the performance and functionality of the equipment not supplied by BSG.

If any additional equipment not supplied by BSG is affected by performance or functionality, and this causes delays, problems or additional time, personnel or equipment relating to any installation, removal or show/event periods; the hirer acknowledges that further charges will apply to for any extra requirements, due to any non conforming equipment.

### **CANCELLATION:**

BSG reserves the right to cancel the equipment hire and/or services requested if the hirer:

- Fails to pay any sum of monies payable to BSG pursuant to these terms and conditions on the due date of payment (including confirmation deposits),
- Or if BSG forms the opinion that damage may result to the equipment, stated in this quotation
- Or non-compliance of safety issues may result to the equipment, personnel or event stated in this quotation
- Or if the hirer (being of natural person) has an order of bankruptcy made against him or her
- Or if any application for the liquidation of the hirer (being a company) is made.

In the event of a cancellation by the hirer (customer):

- Less than 72 hours notice from the commencement of set-up, all labour and transport fees must be paid,
- Less than 24 hours notice from the commencement of set-up, total production fees must be paid.

**Wet Weather:** BSG reserves the right to take whatever action deemed necessary if heavy consistent rain occurs, or if possible harm or danger is eminent to equipment or any persons whatsoever. Any additional charges relating to wet weather is to be settled by the hirer.

**Hot Weather:** BSG reserves the right to take whatever action deemed necessary if extreme hot weather is encountered for the duration of bump-in, event, and bump-out. Any additional charge is to be settled by the hirer. (34°C or above)