

**XTREME LIGHTING HIRE
Conditions of Hire**

1. INTERPRETATION

1.1 Definitions:

"Application Form" means the rental agreement application form completed by the hirer which shall form part of the agreement. "Delivery Address" shall mean the address to which the hirer has requested the equipment be delivered for hirer's use. "Hirer" means the party or parties named as hirer on the application form. "Equipment" refers to the property hired under this agreement from Xtreme Lighting Hire.

2. HIRE OF EQUIPMENT

2.1 Xtreme Lighting Hire agrees to hire its equipment to the hirer for use on the date specified on the invoice and on the terms of these conditions.

3. PAYMENT OF HIRING FEE AND SECURITY DEPOSIT

3.1 The security bond of at least \$50 and the balance of the rental fee will be payable by the hirer on delivery of the equipment

4. DAMAGE TO/LOSS OF LIGHTING EQUIPMENT AND / OR OTHER ITEMS ON HIRE FROM XTREME LIGHTING HIRE

4.1 The hirer is the person totally responsible for the safe keeping of the equipment from the delivery time to the pick up time. Any damaged / lost / stolen equipment will be paid for by the hirer immediately on demand by Xtreme Lighting Hire.

4.2 The hirer agrees to pay Xtreme Lighting Hire the replacement price or mutually agreed price for the equipment if it is lost, stolen or damaged between the time of delivery to the time of collection.

4.3 The hirer will at all times comply with the operating instructions relating to the equipment, where required, which will be given to the hirer at delivery.

4.4 The hirer shall be responsible for ensuring that the equipment is kept undercover at all times and is not exposed to rain, water, high humidity, or any other damaging factor.

4.5 The cost of any repairs or replacement to the equipment will be deducted from the security bond held by Xtreme Lighting Hire. Any additional cost of repair or replacement costs incurred in excess of the security bond are to be paid by the hirer immediately on receipt of demand by Xtreme Lighting Hire. Lamps and globes are excluded if they have not been mistreated.

6. SECURITY BOND

6.1 In the event the equipment is collected by Xtreme Lighting Hire in an undamaged state, the security deposit will be refunded to the hirer at that time.

7. STORAGE

7.1 If the hirer is in possession of the equipment overnight and Xtreme Lighting Hire has requested you store the equipment in a lockable room or house this must be done. In this case you must follow directions given by Xtreme Lighting Hire to move the equipment.

8. FAILURE OR MALFUNCTION OF EQUIPMENT

8.1 Xtreme Lighting Hire offers an after hours service for any problems that may occur during the hiring period. (Ring the mobile number listed on the back of the equipment)

8.2 In the event of there being a failure or malfunction with the equipment during the time it is in possession of the hirer which does not arise through misuse, mistreatment or some other breach of this agreement by the hirer the hirer acknowledges that Xtreme Lighting Hire will be responsible for a partial or complete refund of the hiring fees depending on the problem and what equipment failed. Xtreme Lighting Hire's liability to the hirer in such circumstances shall be limited to a maximum of a complete refund of the hiring fee.

8.3 The hirer agrees to indemnify Xtreme Lighting Hire in relation to any claims by persons or entities who are not parties to this agreement arising out of the failure or malfunction of the equipment during the time of hire.

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9. USE OF EQUIPMENT OTHER THAN AT PRIVATE RESIDENCES

9.1 If the hirers function is held at an address other than a private residence, (for example a hall, school or club and the like) the premises must be secured at the completion of the function. If the premises can not be secured the equipment must be collected by Xtreme Lighting Hire after the function. An after hours collection fee will apply. If the function finishes in the early hours of the morning and the hirer wants the equipment to be picked up immediately after the function for any reason then a set fee will apply. If the equipment is stolen the responsibility lies with the hirer.

9.2 Xtreme Lighting Hire has the right to determine if the premise is secure for storing the equipment overnight. If the premises in not approved after inspection, then an after hours collection fee will be charged and payable with the rental costs.

10. ELECTRICAL

10.1 In circumstances where a limited or poor supply of power is present the hirer may not be able to use all of the equipment at once. It is the hirers' responsibility to follow advice given by Xtreme Lighting Hire as how to best operate the equipment with the power available.

10.2 The hirer agrees that Xtreme Lighting Hire will not be held responsible for any damage or faults caused to the electrical circuitry at the place of hire.

10.3 The hirer, or any other non-qualified person, should not attempt to 'boost' or increase the power supply by any means.

10.4 The hirer, or any other person, should not attempt to fix or service anything that belongs to Xtreme Lighting Hire.

11. SAFETY

11.1 Safety precautions should be exercised at all times. The hirer is responsible for following advice given by Xtreme Lighting Hire in regards to safety.

11.2 Lighting Trusses and Stands are usually top heavy and can be tipped off balanced if knocked and become dangerous.

11.3 Some equipment supplied by Xtreme Lighting Hire can be dangerous if not used correctly. For example, lasers, strobes & UV lights. Please ensure you understand, and abide by the operating and safety instructions given.

12. INDEMNITY

12.1 The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owner's servants & agents from all damages, suits, actions, claims & demands of every description whatsoever arising either directly or indirectly from the use, maintenance, transport or operation of the goods, regardless of who is negligent.

13. CONFISCATION OF EQUIPMENT

12.1 If any or all of the equipment is confiscated by any law enforcement agency the hirer will forfeit their security bond.

14. PAYMENT

13.1 Payment can be made by Cash, EFT (Electronic Funds Transfer) or cheque. In the case of EFT and cheques the funds must be cleared before the hire date. Cash can be paid on delivery.