

Terms and Conditions

1. General

All contracts whether oral or in writing are entered into by the Company subject to the following terms and conditions:

- 1.1 ("The Company") means Brightside Live Pty Ltd. ("The Customer") means the individual, firm, company or any other person with whom the Company contracts.
- 1.2 ("The Contract") means any contract entered into between the Company and the Customer for the supply by the Company to the Customer of goods and any other services the Company agrees to provide. The Company may assign, sub-contract or sub-let the fulfilment or performance of the Contract or any part thereof. The Customer shall not assign the benefit or burden of the Contract without the written consent of the Company.
- 1.3 ("The equipment") means any equipment along with its protective casings, bags, flight cases and associated ancillaries.

2. Descriptions and Specification

The Company shall make every endeavour to supply the goods for hire as ordered however the Company may change the specifications of its goods for hire from time to time so that the description thereof as set out in its catalogues, pamphlets, price lists or advertising literature may not be identical and the Company reserves the right to substitute other designs of similar goods.

3. Quotations and Price

- 3.1 The Company's quotations are provisional in that they may be changed by reference to any circumstances beyond the Company's control taking place between the date of quotation and the Customer's acceptance thereof and the Company reserves the right to change prices without having to reprint stationery or promotional literature whereupon prices may be quoted.
- 3.2 The Company reserves the right to increase the contract price whether before or after the making of the Contract in circumstances where the Company reasonably believes that the Customer has under-ordered equipment or has under estimated the rental period or the amount of work involved in setting up equipment by the Company for and on behalf of the Customer or in any other circumstances where the Customer will require from the Company more goods or more services in order that the Company may fulfil the Contract.
- 3.3 The Customer shall pay the full Contract price to the Company in the event of a failure of notification from the Customer to the Company of a cancellation of an event or promotion.
- 3.4 The Customer shall pay full rental charge to the Company in the event of equipment being rented but not collected from the Company's premises.
- 3.5 All quotations are valid for 30 days from the date of quotation, however this is without prejudice to points 3.1, 3.2, 3.3, 3.4

4. Delivery

The equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Customer. If delivered to the Customer the signature of any persons purporting to be an employee or agent of the Customer shall be sufficient evidence of delivery. The Company shall use its best endeavours to comply with any time schedules but will accept no liability for non-delivery of equipment or non-arrival of technicians by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government, labour disputes and delays in transport.



5. Terms of Payment

- 5.1 Upon Confirmation of the order (i.e. signed quotation or receipt of official purchase order) the Company reserves the right to issue a pro-forma invoice for all or part of the total net cost when the total net cost is greater than \$1,000.
- 5.2 This invoice is then payable by the Customer within 7 working days of receiving the invoice or immediately should the delivery date be less than 7 working days from receipt of invoice.
- 5.3 All clients will be invoiced for the remaining balance payable on our standard terms and conditions.
- 5.4 The Customer shall pay the contract price in full within 30 days of the date of the invoice, subject to satisfactory credit application.
- 5.5 If the Customer fails to pay the contract price in full within 30 days of the date on invoice, the Customer shall immediately and without further demand become liable to pay all sums due under all other contracts made between the Company and the Customer notwithstanding that 7 days has not lapsed from the date of invoices in respect of all other contracts.
- 5.6 The Customer shall pay interest on all outstanding sums due to the Company for more than thirty 30 days at the rate of 3% per month.
- 5.7 If any of the events specified in clause 9 below occurs with regards the Customer, the Customer shall become forthwith and without further notice liable to pay the Contract notwithstanding that 30 days have not elapsed from the date of the invoice in respect of the contract.
- 5.8 Any negotiated discount offered to the Customer by the Company shall be revoked if payment is not made within the terms and conditions.
- 5.9 New accounts are required to make full payment in advance of job commencing, on first order. Credit terms may be available where appropriate thereafter.
- 5.10 Where The Company invoices overseas, full payment in advance of the job commencing is required.

6. Claims

- 6.1 The Company cannot be held responsible for the failure of the equipment or for any consequential loss or damage arising out of the use of the equipment or services provided by the Company's employees hired out to the customer and the Customer acknowledges that by taking delivery of the equipment he accepts that it has been fully maintained and was in good and substantial condition before leaving the Company's premises.
- 6.2 The Company's liability in respect of any defect or failure of equipment supplied on hire is limited to making good such defect or failure by repair or replacement at the Company's option. Equipment will be returned to the original dispatch destination. Additional costs incurred as a result of dispatch to any other destination or as a result of priority carriage will be charged at the Company's discretion, in particular but without prejudice to the generality of the foregoing the Company will not be liable in any way for loss, damage, loss of profits or of contracts or any other consequential loss of any kind suffered by the Customer or any third party and whether caused by negligence or otherwise resulting from any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries thereto or any failure, error or mistake by any technicians or other staff of any provided by the Company.



7. Assurance

- 7.1 In the event of the Customer not taking up the Company's option for assurance as per part 7 hereunder.
- 7.2 The Customer shall be responsible for any equipment lost, stolen, destroyed or damaged while in the Customer's custody and shall return it to the Company in the same condition and state in which it was hired.
- 7.3 Hired equipment must be insured for its replacement value and consequential loss or damage from the time the equipment leaves the Company's premises until it is returned. Notification of the name of the Customer's insurers and the policy number will be made available to the Company. The Customer will remain liable to the Company for the replacement cost of the equipment and continuing hire charge until settlement is received by the Company.
- 7.4 In the event of the Customer taking up the option of cover of assurance by the Company and provided that the Customer has complied with the conditions of the Company's own insurance policy, a full copy of which is available on request, the following provisions shall apply in place of conditions 7.1 above.
- 7.5 Any possible claim must be notified to the Company within 12 hours and written confirmation must be received within 48 hours.
- 7.6 The policy provides for normal exclusions in respect of war, radioactivity, sonic bangs etc.
- 7.7 The Customer will be responsible if the loss is not immediately reported to the police and confirmation of the police address and crime reference number are not provided.
- 7.8 If the equipment is left unattended in a vehicle.
- The vehicle must be fitted with a burglar alarm. The doors of the vehicle should be securely locked and all windows and other openings of the vehicle should be fully closed and properly fastened.
 - The total value of the equipment left in an unattended vehicle must not exceed \$50,000 at any one time.
 - The value of the equipment left at any one location is not to exceed \$100,000 and equipment valued at more than \$50,000 is not to be carried in any one vehicle.
 - Equipment at venues unattended must be secured within locked rooms which have security systems connected to monitoring stations and that these systems are activated and are fully operational. Equipment must not be left unattended or at an unsecured venue.
 - The Customer will assist the Company and their insurers in dealing with any loss or claim and shall provide any documentation as needed.
 - The Customer will be responsible for the first \$1,000 in respect of each theft claim and \$1,000 in respect of any other occurrence.

8. Ownership and retention of title

The equipment remains at all times the property of the Company and the Customer shall have no right, title or interest therein save that of a hirer thereof under these conditions. The Customer shall not sell or offer for sale, assign, mortgage or pledge the equipment or any part or parts thereof or deal with the Customer's interest under these conditions which interest is personal to the Customer and will keep the equipment in his own possession for his own use and will not allow any lien or other encumbrance to be created in respect of the same.

9. Rescission of the Contract

If any of the following events occur:

- 9.1 If the Customer fails to pay any sum due to the Company under the Contract or any other contract between the Company and the Customer;
- 9.2 If the Customer or the Company is in breach of any term of the Contract or any other contract between the Company or the Customer;



- 9.3 If the Customer or the Company enters into a scheme or arrangement with it's creditors;
- 9.4 If the Customer or the Company ceases to trade or suspends payment of it's debts;
- 9.5 If a petition is presented for the winding up or bankruptcy of the Customer or the Company;
- 9.6 If the Customer or the Company resolves that it should be voluntarily wound up;
- 9.7 If a receiver is appointed overall or any of the assets or undertakings of the Customer or the Company.

then; either party may by notice in writing to the other rescind the Contract.

Should any events detailed in 9.1 – 9.7 occur, the Company may suspend delivery of any equipment and / or enter into or upon any premises to repossess any equipment the property of the Company.

10. Force Majeure

- 10.1 A) Every effort will be made by the Company to carry out the Contract based upon their estimate but the due performance of the Contract is subject to variation or cancellation owing to an act of god, war, civil riots, strikes, lockouts, fire, flood, storm or drought or any other cause beyond the Company's control, or owing to the inability to procure materials or articles except at increased prices.
- 10.1 B) In the event the Company or the Customer is unable to perform its obligations under the Contract due to an event detailed in 10a) above, either party shall immediately be entitled to cancel the Contract and shall be released from all obligations there under. Neither party shall be entitled to liquidated damages, or cancellation fees in the event of any cancellation under this clause.

11. Limitations of the Company's Liability

The Company shall not in any circumstances be liable to the Customer or any third party for any claims in respect of loss of profits, special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the equipment by the Customer.

12. Special Terms & Conditions

- 12.1 The Customer undertakes not to interfere with or allow any other person to interfere with the mechanism or other parts of the equipment on hire and shall be responsible for any loss or damage to the equipment as a result or in consequence of interference.
- 12.2 The Customer shall keep the equipment at all times in his possession and control and in an environment suitable to the equipment and upon request by the company shall promptly inform the company of the whereabouts of the equipment.
- 12.3 The Company must be given prior notice whenever it is intended that the Company's equipment is to be used overseas or for any operation of a hazardous or unusual nature
- 12.4 Any property belonging to the Customer and left on the Company's premises will be at the Customer's own risk.
- 12.5 The Customer may on no account remove, cover or deface any serial number plates, manufacturers name plates or other identifying marks.

13. Variation, Waiver and Representation

No variation, alteration or waiver of these conditions shall be of any effect unless made in writing and signed by a director of the Company.

The Company is not bound by any warranty or representation other than as contained in these conditions.

14. Prevalence of these conditions

These conditions shall prevail over the Customer's standard terms of Contract in all cases and circumstances whatsoever (unless otherwise provided herein) and no term in the Customer's standard terms of contracts to the contrary or inconsistent effect to these conditions shall have any force whatsoever.

15. Cancellation

In the event of the Customer wishing to cancel the Contract or part thereof, cancellation will be effective only on receipt by the Company of notification in writing of the cancellation. The Company reserves the right to charge cancellation fees in respect of the Contract cancelled as follows;

- 15.1 Cancellation more than 21 days before the first day of the Contract period; 25%
- 15.2 Cancellation less than 21 days but more than 72 hours before the first day of the contract period; 50%
- 15.3 Cancellation less than 3 days before the first day of the contract period; 100%.

16 Severance

If at any time one or more of the provisions of these conditions become or is held illegal or unenforceable in any respect, the enforceability of the remaining provisions hereof shall not in any way be impaired or affected.

17 Liability

- 17.1 The Company do not accept liability for any loss or damage to any equipment or other goods brought into the venue by the Client/Alternative Provider or any person authorised by the Client/Alternative Provider.
- 17.1 Should any damage be caused to the equipment or accessories belonging to The Company by a Client, Alternative Provider or their staff, the cost of repair will be the responsibility of the Client and/or Alternative Provider. The Company reserves the right to carry out a damage inspection at any time.