

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS:

In these terms and conditions unless context otherwise requires:

- 1.1 "Owner" means College Hill Productions Limited.
- 1.2 "Hirer" means that person or entity entering into this Agreement and when that person or entity enters into this Agreement on behalf of another person or entity, the expression includes such person or entities. This expression also extends to those claiming under or authorised by that person or entity.
- 1.3 "Goods" means the items described in the Schedule to this Agreement or any other item provided in substitution thereof by the Owner

2. HIRE CHARGES

- 2.1 Except where arrangements have been made for terms, the Hirer must pay in full the total charges detailed on the Schedule, prior to uplifting any of the Goods.
- 2.2 The Hirer shall pay the amount specified as the Bond to the Owner in addition to the Hire charge, on entering into the Agreement. Such sum shall be held as a Bond as provided for in clause 2.3 of this Agreement.
- 2.3 The Owner shall refund the full amount of the Bond to the Hirer on the Hirer returning the Goods to the Owner in a clean condition and in good working order within the period of hire. The Hirer's liability shall not be limited to the amounts of the Bond if the Hirer does not comply with this provision.
- 2.4 The Owner may notwithstanding any other term or condition of this Agreement deduct from the Bond the cost of any repairs or the cost of replacement of the Goods where the Goods have been lost, damaged or otherwise not returned in the condition in which it was hired.
- 2.5 Any moneys due under this agreement by the Hirer, not paid on the day for payment, shall attract penalty interest at the rate of 24 per cent per annum from the date upon which such money fell due until the actual date of payment and such interest shall be recoverable as part of the debt due by the Hirer to the Owner.

3. HIRE PERIOD

- 3.1 For the purpose of calculating the hire charges:
 - (a) Each hire day runs from the time the Goods are taken or delivered from the Owner's premises to 11.00am on the next and subsequent days until the Goods in its entirety is returned to the Owner.
 - (b) Goods uplifted before 11.00am and/or returned after 10.00am in any given hire period will be charged an extra day in each case, unless prior arrangements have been made with the Owner.
 - (c) Goods returned on weekend or public or statutory holidays will remain on hire for calculation purposes until the next working day. For the purposes of this Agreement, the "next working day" shall mean the next day the Owner is open for business.

4. HIRERS RESPONSIBILITIES

- 4.1 The Hirer must at all times satisfy the Owner that the Goods in the Hirers possession are adequately safeguarded from loss or damage.
- 4.2 The Hirer is responsible for collecting and returning all Goods to and from the Owner.
- 4.3 If the Hirer fails to return the Goods and the Owner has to locate and collect them, the Owner shall be entitled to recover from the Hirer, extra to any moneys already owed, a charge of \$65 per hour per person engaged in locating and collecting the Goods.
- 4.4 The Hirer shall keep the Goods hired under his, her or its own control and will not permit it or any part thereof to be used by any other party for any other purposes.
- 4.5 On termination of the hire, the Hirer shall deliver up the Goods, complete with all accessories, clean and in good order as supplied, fair wear and tear excepted, to the Owner.
- 4.6 The Hirer is responsible for arranging insurance in terms of clause 14 below. The Hirer is referred to conditions 5.2 and 5.6 below.
- 4.7 The Hirer undertakes to arrange at its own expense all permits, licences or other requirements of the relevant local authorities, Government Department or agency or other statutory body and further undertakes to indemnify the Owner against any loss or fine imposed on the Owner as a result of any alleged or actual non-compliance with this clause or any term or condition of any such permit or licence.

5. HIRE CONDITIONS

- 5.1 The Owner reserves the right to inspect the Goods at any time, and terminate the hire forthwith if the Goods are not being properly used and maintained as provided above or if agreed conditions and terms of payment are not strictly complied with by the Hirer.
- 5.2 The Owner undertakes no liabilities whatsoever in respect of any third party and similar risk or for personal injury or for consequential damage of any kind.
- 5.3 The Goods hired by the Owner does not purport to be new, or equal to new, but when sent out all items are understood to be in a satisfactory condition for the purpose designed provided that the Owner does not warrant that the Goods are suitable for the Hirers purpose.
- 5.4 All Goods supplied at the Hirer's request additional to those enumerated will be charged for at the Owner's hire rate.
- 5.5 The cost of repairing damaged Goods and replacing missing items will be charged for by the Owner to the Hirer.
- 5.5 Unless agreed in writing to the contrary, the acceptance by the Hirer of any Goods on hire from the Owner shall in itself constitute an acceptance of the above terms and conditions, and of the charges stated on the accompanying Schedule or acknowledgement of order.
- 5.6 The Owner shall not be responsible for any loss (whether of a monetary value or otherwise), sustained by the Hirer during the term of hire or arising after the term of hire as a result of the Goods hired being damaged, destroyed, or being made unfit for use as a result of vandalism, malicious attack, theft, lightning, fire, storm, flood, explosion, act of God, strike, lock out, war, riot, civil commotion, governmental restraint including but not limited to noise control restrictions or any other restriction or any other similar cause.

6. PROPERTY RIGHTS

The Hirer undertakes to keep the Goods in his, her or its own possession and control and free from all legal processes and no mortgage, deed, bill of sale or any other legal instrument or private arrangement whatever shall be executed whereby any persons or firms other than the Owner shall acquire any lien or rights whatsoever with the Goods hired.

7. CONSUMER GUARANTEES ACT

Whereby the hire of Goods is for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993, the provisions of the Act will not apply accordingly. However where the Consumer Guarantees Act 1993 applies, nothing in this Agreement shall limit or abrogate the provisions of the Act.

8. OCCUPATIONAL SAFETY AND HEALTH

- 8.1 The Owner requires the Hirer to comply with the Health and Safety Employment Act 1992. The Hirer shall take all practical steps to ensure the safety of employees while at work and to ensure that no action or inaction of any employee while at work harms any other person.
- 8.2 The Hirer shall indemnify the Owner for all losses made or fines incurred by the Owner arising directly or indirectly as a result of any breaches by the Hirer of the health and safety provision of this Agreement or any provisions of the Health & Safety and Employment Act 1992.

9. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the Hirer and the Owner, which supersedes all proposals or prior agreements (oral or written) and all communications between the Hirer and Owner.

10. WAIVER

- 10.1 Failure or neglect by the Owner to enforce at any time any provision of this Agreement shall not be construed or deemed to be a waiver of the rights of the Owner and shall not in any way affect the validity of the whole or any part of this Agreement.
- 10.2 The waiver by the Owner of any default by the Hirer shall not operate or be construed as a waiver of any other or further default where of a like or of a different character.

11. ASSIGNMENT & USE

- 11.1 This Agreement and all rights granted pursuant to its terms are personal to the Hirer and they are incapable of assignment without the consent in writing of the Owner.
- 11.2 The Hirer shall use the goods only for the purposes set out in the schedule to this Agreement. The Hirer shall not assign or otherwise part with the possession of the Goods or any part thereof .

12. NO EXTENSION

If the Hirer wishes to extend the period of hire, a new Agreement with the Owner must be entered into.

13. RISK

The Goods shall be at the sole risk of the Hirer throughout the period of hire.

14. HIRE INSURANCE

- 14.1 The Hirer agrees to insure the Goods for the duration of the Hire and agrees to be responsible for the full replacement of any Goods lost or damaged caused by fire, theft, storm, malicious attack and vandalism or by whichever means while the Goods are in the possession of the Hirer.
- 14.2 In addition the Hirer agrees to insure the Goods to protect against consequential loss and any particular loss of revenue which arises out of damage or destruction of the Goods being hired caused by accident, excessive wear and tear, or any other risk or peril
- 14.3 Possession shall be deemed to be from the commencement of the hire until the Goods are returned to the Owner's place of business.
- 14.4 The value of the Goods for insurance purposes is listed in the Schedule. All or any goods offered up as a replacement will be of a quality and brand equal to those being replaced. Acceptance of replacement goods will be at the sole discretion of the Owner.
- 14.5 Notwithstanding the provisions of any of the foregoing sub-clauses the Owner reserves the right to demand from the Hirer additional insurance cover prior to the commencement of the hire if in the opinion of the Owner the circumstances of the hire render the existing cover inadequate, provided however that the Owner shall be under no obligation to make such demand.

15. BREAKDOWN

- 15.1 The Owner shall not be liable for any consequential damage or loss suffered by the Hirer as a result of a Goods breakdown during the period of hire.
- 15.2 In the event of a Goods breakdown the Hirer must immediately notify the Owner by telephone and the Hirer furthermore must not attempt to repair the goods unless expressly authorised to do so by the Owner.