



VISUAL FOCUS

VISUAL FOCUS STANDARD EQUIPMENT HIRE AGREEMENT - TERMS AND CONDITIONS

The Visual Focus Standard Equipment Hire Agreement sets the terms and conditions for Visual Focus (Digital Jungle Pty Ltd, trading as Visual Focus – The Owner) to hire audio-visual equipment to its clients. The Client enters into this Agreement under the terms and conditions set out and it becomes legally binding upon acceptance and receipt of audio-visual equipment.

Visual Focus agrees:

1. To hire the equipment stated in its quote, providing the equipment in good working order and allowing the Client exclusively to use the equipment during the hire period.
2. The hire period commences when the Client takes possession of the equipment or, if the Client has requested delivery and collection, the time when the equipment is delivered to the address required by the Client.

The Client agrees:

1. To make payment in full, the Hire Fee specified on the Tax Invoice issued and emailed to the Client's provided email address prior to the Hire start date and/or delivery of the equipment. Visual Focus accepts direct debit payment prior to collection, and EFTPOS or Mastercard and Visa credit cards at point of collection.
2. The Hire period may be extended with the Agreement of both parties and Visual Focus will review and alter the hire amount payable by the Client.
3. Additional costs will apply if the equipment is not returned on the day/time agreed.
4. On receiving the equipment, the Client is satisfied the equipment supplied by Visual Focus is suitable for its proposed purpose and is received in good working condition.
5. To be the only authorised person or entity to receive, use and hold possession of the hired equipment. The Client will take responsibility for any loss, theft or damage to the hired equipment caused while they have possession, excepting where such loss, theft or damage was caused by Visual Focus actions.
6. To pay to replace any and all equipment lost, stolen, damaged or not returned to Visual Focus at the current replacement cost.
7. To operate the equipment safely, within its specifications and in compliance of all relevant laws, regulations, rules and by-laws governing or relating to the use or operation of the equipment.
8. To ensure persons installing or operating equipment are suitably trained on the proper and safe use and/or installation of the equipment.
9. Not to modify, tamper with or alter the equipment in any way without Visual Focus permission.
10. To store equipment in a secure and safe location when not in use. The Client may obtain any appropriate insurances they deem required to cover the supply, use and control of all equipment hired, while it is in their possession.

Return of Equipment

11. The Client must return the equipment on the day and time agreed to Visual Focus in the same clean condition and good working order it was in when the Client received it, ordinary fair wear and tear excluded.
12. It is the Client's responsibility to return the equipment to the Visual Focus office during normal business hours. When arranged prior, the Client may return equipment hired at the time and place agreed to by Visual Focus.
13. If Visual Focus has arranged to collect the equipment from the Client, they must ensure it is kept safe and secure until the day and time of the arranged collection.

What if the equipment breaks down or doesn't work

14. In the unlikely event the equipment breaks down or becomes unsafe to use during the hire period, the Client must:
 - Contact Visual Focus (Phone 07 4632 0402 for the after hours mobile contact) to seek advice
 - Visual Focus will take steps to repair or provide substitute equipment as soon as reasonably possible
 - Stop using the equipment and take steps to prevent damage to the equipment and/or prevent injury to persons or property because of the condition of the equipment. Do not attempt to repair or fix or open the equipment without Visual Focus permission.
15. Visual Focus will not impose a hire charge for the portion of hire period where the equipment was not working or unsafe.

Visual Focus supplied Operators

16. If Visual Focus supplies an Operator with hired equipment, this person will operate the equipment and may also coordinate playing of any content the Hirer provides. The Operator will take all reasonable instructions and

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directions from the Client to deliver the requirements of their event or activity.

17. The Client should provide content to the Operator prior to or during the set-up period and be available with event presenters and emcees during sound and AV checks prior to arrival of guests and participants.
18. The Client must ensure the Operators can gain access to Venues at times specified by Visual Focus to ensure equipment is set up and ready for operational requirements and ensure the venue remains available to enable the bump out and removal of equipment from the premises.

Ownership

19. The Client acknowledges that all equipment hired and supplied remains the property of Visual Focus (The Owner). Visual Focus may at times sub-hire or lease equipment from a third party to hire to the Client and, if this happens, the title of the equipment remains with the third-party owner.

Termination

20. Either party may terminate this Agreement and the Hire Period by giving notice in writing to the other party, with 24 hours prior to the hire period commencing considered to be reasonable notice.
21. Where reasonable notice is provided prior to 24 hours of the hire period commencing, any payments made by the Client relating to the cancelled hire arrangements will be refunded.
22. In the case of a breach of the Agreement where a remedy is not made, the Agreement may be immediately terminated.
23. If the Client is in breach of this Hire Agreement, Visual Focus may at the Client's cost, take all steps necessary (including legal action) to recover the equipment. The Client expressly consents to Visual Focus entering their premises for the purpose of recovering the hired equipment.

