

Hire Conditions

1. In these conditions of hire and on the front hereof unless the context of subject matter otherwise indicates the singular includes the plural and vice versa and
 - 'The Apparatus' means the equipment referred to on the front hereof
 - 'The Company' means Clear Systems Pty Ltd, and any of its agents, subsidiaries or associates, including but not limited to The P.A. People
 - 'The Charges' means the charges shown on the front hereof.
 - 'The Hirer' means both the person to whom or the organization to which the apparatus is or will be hired (as the case may be)
 - 'The Contract' means the contract with respect to the apparatus and the hire thereof made between the company and the hirer as amended (if at all) from time to time.
2. The hirer undertakes –
 - a. to carefully inspect the apparatus when it is collected or received to confirm that the apparatus is in working condition and is supplied in accordance with the contract and inform the company in writing within 24 hours if there is any loss or damage.
 - b. throughout the period of hire to maintain and to return the apparatus in the same condition as it was when the hirer first took possession, less fair wear and tear, as determined by the company;
 - c. not to part with possession of the apparatus and not to cause or permit any legal or equitable lien, encumbrance to take effect or to be created over or in respect of the apparatus;
 - d. not to sell, mortgage, sublet, or assign the apparatus;
 - e. to return the apparatus promptly and without retention to the company at the end of the hire period or of the return date without demand by the company;
 - f. to promptly pay any or all of the charges on the hire contract at any time upon oral or written demand of the company;
 - g. to peacefully permit the company by any of its officers servants and agents to enter the premises of the hirer and (without prejudice to such other claims or rights as the company may have to damages or otherwise) to repossess the apparatus if any of the conditions of hire are breached;
 - h. not to bring or maintain or be party to or assert any action, claim, counter claim or set-off at law or in equity or at variance from or inconsistent with any of these conditions.
3. The Hirer agrees to indemnify the company against any claims or actions whatsoever, howsoever made in respect to the apparatus or the use thereof.
4. The hirer acknowledges that the hirer should obtain public risk insurance, as the hirer is responsible for any loss or damage whatsoever, howsoever caused to person or property.
5. The Hirer is responsible for any loss or damage to any of the apparatus listed on the front hereof, from the time the hirer collects or has assigned to the hirer (by delivery to his agent or a transport company) the apparatus, until the hirer returns the apparatus into our warehouse or nominated point of return as shown on the front hereof. The Hirer agrees to pay full replacement costs for any apparatus lost, or damaged in a manner the company considers irreparable within 7 days of such loss or damage coming to the attention of the company. The Hirer agree to pay the full repair cost as determined by the company to make good any damage caused to the apparatus within 7 days of such damage coming to the attention of the company.
6. The Company agrees to replace at the following charges, unless otherwise stated on the front hereof, any lamps in the apparatus which suffer electrical but not mechanical failure under normal working conditions and not through the fault (including negligence and breach of contract) of the hirer or any of the hirer's officers, servants and agents, as the case may be, subject to the failed lamp being returned to the company: Single day hire - no charge, 2 days to 28 days – 50% of the company's current selling price; Long Term (29 plus days) -100% of the company's current selling price.
7. Charges apply for all leads and cables returned not rolled neatly. Cleaning charges will be levied for any equipment returned that is dirty, wet or with other residues. Equipment returned not in roadcases or packaging provided will incur an additional hire charge.
8. If the contract includes a term that the company may or shall deliver the apparatus into the possession, custody or control of any person (whether or not an officer, servant or agent of the hirer and howsoever identified) that person shall be deemed to be an authorized agent of the hirer for all purposes of the contract, including (without limiting the generality of the foregoing) the unconditional agreement to these conditions.
9. Where the hirer assigns the charges to another party, i.e. a firm, company, individual. etc., the hirer will be liable for the charges if the assigned party does not pay within 7 days (or such period as noted on the invoice for such charges) of the charges being invoiced.
10. Where the charges on the front hereof relate to a long term (as indicated on the front hereof) then the hirer agrees that in the event of the apparatus being returned prior to the agreed period, the hirer will pay the difference in the long term price and the normal list rates for a shorter period, as judged by the company.
11. The Hirer acknowledges that any charges unpaid within 7 days (or such period as noted on the invoice for such charges) shall accrue interest at the rate of 0.065% per day compound from the due date until fully paid. Any overdue amounts will have associated discounts cancelled and the hirer will be liable for the full (undiscounted) charges. Any costs incurred by the company in recovery of any unpaid charges will be paid by the hirer.
12. Goods not returned at the end of the hire period and returned within 7 days of the due date will be charged the additional days hire at standard published rates. After 7 days the hirer will be charged the full replacement value of the equipment as judged by the company.
13. A booking deposit of \$100 or 20% (whichever is greater) will confirm your booking. The deposit will be refunded when all equipment is returned in good order and condition. The company may waiver this condition at its discretion.
14. Cancellation fees: greater than 7 days notice - 20% of Hire charge; 6-2 days notice - 50%; 1 day notice - 75%; on day - 100% of hire charge.
15. The Hirer will provide any form of corporate and/or personal identification when requested by the Company. Photographs will be taken of all Hirers. The Company will not hire equipment without identification being provided. The hirer gives permission to the company to provide the hirer's identification details to Police and/or debt collection companies.
16. The Hirer will comply with all Environmental Protection Authority, Electricity Supply Authorities, and relevant Government and Workcover Regulations and Guidelines.

If any of these conditions is or becomes for any reason, wholly or partly invalid, that condition shall to the extant of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
17. The contract and these conditions shall be governed by and construed and take effect in accordance with the laws of the State of Victoria.