

# WONDERWORLD FILMS

(ABN 73 723 851 976)

## TERMS & CONDITIONS OF BUSINESS

In these conditions WONDERWORLD FILMS trading as "WONDERWORLD" or "WONDERWORLD FILMS" is referred to as "The Company". The corporation or persons dealing with "The Company" is referred to as "The Hirer".

It is agreed as follows:

### EQUIPMENT

The Company shall let and the Hirer shall take on hire the equipment described in the Schedule hereto at the price described in Australian Currency in the current Schedule.

### COLLECTION AND RETURN

- (A) All equipment shall be collected and returned by the Hirer to the Company's premises.
- (B) The equipment shall be available for collection after 5.00 p.m. on the day preceding the rental commencement date and returned by the time and date specified, or as specified in and (D) or at a time otherwise arranged by agreement.
- (C) Any extension of hire must be agreed upon prior to the termination of the original hire, (subject to availability of equipment) provided that at least 24 hours notice is given to The Company of any proposed extension of hire.
- (D) The equipment shall at all times be at the risk and expense of The Hirer between collection and return.
- (E) The Hirer shall return the equipment to The Company in good order and condition and shall notify The Company of any damage or defect arising during the hiring, or of any incident that occurred during the hiring likely to cause such defect or damage.

### INSURANCE

- (A) The equipment will be insured for full replacement value at the Hirers expense.
- (B) The Hirer must provide proof that is acceptable to the Company of insurance of the equipment prior to collection.
- (C) (i) If the Hirer fails to provide for such insurance of the equipment prior to collecting the same, then the Company at its discretion may insure the equipment.

- (ii) Where the Company has insured the equipment it will charge the Hirer an additional hiring charge equivalent to 10% of the total rental charge.
  - (iii) The Hirer shall at all times be responsible for payment to the Company of any sum in the form of an excess that may be required by any insurance policy in respect of the equipment.
- (D) In the event that insurance is required for the equipment to be used outside Australia, an additional rental fee will be charged based upon the length of hire and destination, and the above excesses will apply.
  - (E) The Hirer shall abide by all terms of any insurance policy in respect of the equipment and shall be responsible for the full replacement value of the equipment where indemnity is refused due to the Hirers failure to observe the terms and conditions of the insurance policy.
  - (F) Notwithstanding any insurance policy in respect of the equipment that may be in force, the Hirer shall remain liable for all risks of lost, damage or stolen, including but not limited to loss of hire by the Company, whilst the equipment is in its possession.

## SERVICING OF EQUIPMENT

- (A) The Company is solely responsible for the servicing of the equipment.
- (B) No repairs or replacement is to be carried out without the Company's prior consent. If the equipment is found to be materially defective then the Company must be notified immediately, whereupon, when the Hirer, returns the equipment to the Company's premises, it shall, at its discretion, either repair or replace the defective equipment, or make a proportional refund of the hire charges, wherever the company considers appropriate.

## SUB-HIRE

The Hirer shall not assign, transfer or sublet its rights under this agreement and shall not pledge, mortgage or encumber the leased equipment or its right hereunder and shall not permit the same to be subjected to any lien charge or encumbrance.

## LIABILITY

- (A) The Hirer assumes responsibility for all damage to and/or loss and stolen of rental equipment, normal wear and tear excepted.
- (B) The Company and its servants and/or agents shall not be responsible for any loss including any consequential loss, stolen or damage caused by the equipment whether to the Hirer or its property or any other person. The Company shall not be liable for any delay or failure thereof, or for any interruption or use of same or loss resulting therefrom.
- (C) The Company's liability, if any, for furnishing the wrong or defective equipment to the Hirer is limited to a rebate of the rental charged for such equipment.
- (D) The Hirer hereby indemnifies the Company, its servants and agents from liability for any or all losses, damages, injuries, claims, demands and expenses, including legal expenses of whatsoever kind or nature arising out of the use and/or condition (including without limitation, latent and other defects, whether or not discoverable by the Company) of the hired equipment.
- (E) In the event of loss and stolen or damage to the hired equipment, the Hirer agrees to pay the Company all costs and expenses of such repair and to pay rental at the current rate prevailing at that time for such period of time such lost or damaged equipment is repaired or replaced.
- (F) The Hirer shall be responsible for all loss or damage occasioned by the confiscation or delay of equipment by any authority (either lawfully or otherwise) wherever and for whatever purpose.
- (G) Without previous consent of the Company, hired equipment must not be used on any abnormal or

hazardous assignment or taken from the ground other than on a regular schedule flight by a recognized airline. The hirer must keep hired equipment in its custody and must ensure that it is used in a skilful manner by persons having the appropriate qualifications and experience and who are familiar with the type of equipment being supplied. The hirer must protect hired equipment from the elements and take all precautions for its safety. \*(Equipment damaged by salt water or dust is, unless treated immediately, in most cases subject to recurrence of salt water or dust residue. This makes certain items and components unusable. Special mention of productions shooting in the vicinity of salt water or dust should be made to the Company when ordering equipment and to your insurer. Our insurance cover will not extend to cover salt water or dust damage)

- (H) When using the equipment, the hirer shall comply with all relevant laws and regulations.
- (I) Lens elements, glass or other types of filters, including diffusers, graduates, fogs, neutral density and polarisers, etc are only supplied on the understanding that all deterioration and/or damage, scratches to lens elements or to filters, while in the Hirer's possession is the responsibility of the Hirer. Each such item is examined before dispatch from our premises to ensure that it is in good condition and, if any deterioration subsequently occurs (including during transit by air or other means) the Hirer will be charged with its replacement cost. Filters, lenses, etc., provided in standard sets cannot be supplied separately or in part sets.
- (J) Use of accessories or electrical or electronic devices not owned by Wonderland Films, will void insurance cover of rented equipment damaged by such equipment. Testing of third party equipment can be provided by our department and until done should not be used with our equipment. Damage caused by third party equipment will make the owner totally liable for repair and loss of hire costs.

## **POWER OF ENTRY**

- (A) The Company may enter any premises where the Company reasonably believes the goods are located for the purpose of inspecting, testing or taking possession of the goods in accordance within this Agreement and the Hirer hereby indemnifies the Company against any liability the Company may incur in the exercise of its rights under this clause.
- (B) The Hirer undertakes to insert in any Agreement giving any other person the right to use or to the use of the equipment a clause that permits the Company to enter that person's premises for the purpose of inspecting or testing or taking possession of the goods in accordance with this Agreement.

## **CANCELLATION**

- (A) The Hirer may cancel this agreement provided the Company receives notice in writing of cancellation at least 24 hours prior to the commencement of hire. In the event that the Hirer fails to provide such notice then the Hirer will be liable to pay 50% of the total hire charge.
- (B) The Company may terminate the hire of equipment forthwith without prior notice in the event of the Hirer failing to comply with any of these terms and conditions, or committing any act or omission which in the opinion of the Company prejudices its rights in, or the safety of any equipment or if the Hirer defaults in payment of the hire charge or any other sum to the Company or becomes insolvent or subject to bankruptcy, receivership or liquidation proceedings.

## **STATUTORY WARRANTIES**

- (A) Nothing contained herein excludes restricts or modifies any conditions, warranty rights or remedy given by the Trade Practices Act 1974 (Commonwealth) and Fair Trading Act 1986.
- (B) Any part of this agreement that is in breach of any applicable Act of Parliament may be severed without affecting the validity of the remainder of this agreement.

# PAYMENT

Payment is to be made within 30 days of receipt of the Company's invoice for payment. Any discount or allowance subject to time constraint, unpaid within the period specified will be disallowed unless proof of intent is shown. Taxes or other deductibles from Foreign countries can only be accepted where there is a bilateral Tax agreement between Australia and that country.

## ALL APPLICANTS TO SIGN

The Applicant agrees that all equipment hired by the Applicant from WONDERWORLD will be hired on the terms of WONDERWORLD Terms and Conditions of Business attached.

The Applicant acknowledges that he/she has received the WONDERWORLDS Terms and Conditions of Business prior to his/her signing this application.

The Applicant hereby warrants that he/she has read and fully understands the nature and effect of the WONDERWORLDS Conditions.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature