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### Conditions of Hire

I \_\_\_\_\_

Of \_\_\_\_\_

Phone No: \_\_\_\_\_

Identification/Drivers Licence: \_\_\_\_\_

## Hire Equipment

Qty	Description	Unit Price \$	Sub Total \$	Pick up Date	Return Date	Duration Day/ weekend	Deposit \$	Setup / pack down \$	Total \$
<b>Sub Total</b>									
<b>Discount And Reason</b>									
<b>Total</b>									

Additional notes:  
  
*All equipment to be returned by 12.00 noon on date of return*

**I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS OF HIRE**

**Hirer Signature:** \_\_\_\_\_

**Pickup Date:** \_\_\_\_\_ **Return Date:** \_\_\_\_\_

**Deposit Paid:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DCRC Staff Member Signature:** \_\_\_\_\_

**TO BE COMPLETED UPON RETURN**

- Item/s returned in satisfactory condition YES  NO
- Deposit return date \_\_\_\_\_
- Signature of hirer \_\_\_\_\_

# Terms and Conditions

**Definitions** In these terms and conditions unless the context otherwise requires:

(i) "The Company" means Denmark Community Resource Centre (Denmark CRC) Inc. A.B.N. 37464298309.

(ii) "The Customer" means the person (including his successors, representatives and permitted assign) hiring equipment from the Company and where there is more than one Customer the covenants on their part contained herein shall be deemed joint and several covenants.

(iii) "Equipment" means all or any film or video equipment or any other goods of any kind whatsoever hired by the Customer from the Company.

## 1. General Conditions

The acceptance of equipment by the Hirer, or his agent, implies total acceptance of these terms and conditions, which cannot be changed, in part or whole, by any representative of the Company, expressed or implied, and supersedes all terms and conditions previously issued by the Company. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order.

## 2. Collection and Return of Equipment

Rental charges commence from the time and date the equipment leaves Denmark CRC's premises and terminate when equipment is received back at Denmark CRC's premises. Should the hirer fail to return the equipment by the due date and time, the hire charge payable will be the daily hire charge for the equipment concerned, for each overdue day. Transit times are considered part of the rental period. Should the Hirer not return equipment 24 hours after the due time, without prior arrangement with Denmark CRC, the rented goods will be considered stolen and the Police notified. The rental charge will continue until all equipment is returned. Any carriage or packaging charges will be charged to the Hirer. Denmark CRC cannot accept any liability, consequential or otherwise, for any delay in transit causing late arrival of any equipment.

## 3. Lost or Damaged Equipment

All Equipment hired from Denmark CRC must be returned complete and undamaged. Any lost, unreturned, or damaged equipment will be charged to the hirer. All, or part of the security deposit paid by the Hirer will be used to replace or repair the equipment. Where the cost of repair or replacement of equipment exceeds the deposit amount, the Hirer will be charged in full for all repairs or replacement costs. Delivery and collection of equipment will be at the Customer's risk and expense.

## 4. Cancellation

Except where otherwise agreed by the Company, cancellation of booked or reserved Equipment within forty-eight hours of the time specified for collection will incur a cancellation charge equal to 50% of the hiring fee from the period originally booked or reserved.

## 5. Payment

Hiring fees must be paid prior to the hiring of Equipment or in the case of Account Customers within 14 days from the date of the Company's invoice unless otherwise expressly agreed to in writing by the Company. Credit Accounts will only be opened where warranted by the Customer's volume of business and where the Customer can establish its credit worthiness to the satisfaction of the Company. An approved Hire Agreement form is required prior to hiring, even on a COD basis. All first time rentals are on a COD basis, unless they are to be shipped. If equipment is to be shipped, first orders are to be pre-paid. Suitable photo ID and credit card details are required for all COD orders, or whenever the Company requests these details.

A deposit may be requested by hirers, which will be refunded upon return of the order barring any damage, missing equipment or late changes.

(1), the Company may at any time of any order, delivery or collection of Equipment demand payment in cash upon such order, delivery or collection. (3) The Company reserves the right to charge interest on overdue accounts without prior notice to the Customer at the rate of 2% per month or at such other rate as may be fixed from time to time by the Company such interest to be computed from the date a payment becomes overdue until payment of such monies is received in full. A certificate signed by the Manager, Assistant Manager or Treasurer of the Company shall be deemed conclusive evidence of such rate of interest. (4) The Company reserves the right to set a minimum invoice value from time to time at its discretion and reserves the right to refuse to hire Equipment to the Customer in the event that the Customer fails to comply with the Company's terms of payment.

The Customer will pay to or reimburse the Company (except where such payment or reimbursement is expressly prohibited by statute) all delivery costs, stamp duty and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer.

## 6. Equipment and Risk

The Equipment shall be at the Customer's risk from the time the Equipment leaves the Company's premises until the time it is returned and accepted by the Company. Acceptance does not release the Customer from the responsibility for the loss or damage of hired Equipment.

(1) In the event the Equipment is lost or damaged (fair wear and tear excepted) while at the risk of the Customer, the Customer shall be liable to compensate the Company for the full replacement cost or full cost of repairing the Equipment as the case may be. (5) When equipment is lost or damaged the Customer is responsible for hire charges up to the time the Equipment is repaired or replaced for a maximum of 10 weeks.

(2) The Customer and the employees or servants of the Customer are the only persons permitted to use the Equipment and without limiting the generality of the foregoing, the Customer shall not lend or rehire the Equipment to any other person.

## 7. Hirer Skills

It is assumed that the Hirer, or his agent, has sufficient skills to operate hired equipment correctly. The Company will endeavour to supply instructional literature when requested, however this cannot be guaranteed. It is the responsibility of the hirer, or the hirer's agent, to ensure the equipment being rented is suitable for the purpose intended. The Company accepts no liability for the hiring of incorrect or unsuitable equipment.

## 8. Use of Hired Equipment

The Hirer shall not take any of the hired equipment out of Australia without the specific prior written consent of Denmark CRC (email is acceptable). Equipment must not be used on any abnormal or hazardous assignments. The equipment is not to be transported in, or used in, helicopters or light aircraft without the Company's specific written consent.

## 9. Liability

Denmark CRC shall not be held liable for any loss or damage caused by rental equipment, whether to the Hirer or the Hirer's property or any other person, firm or corporation. Denmark CRC's liability, if any, for supplying defective equipment to the Hirer is limited to a rebate of the rental fee charged. The Hirer hereby indemnifies Denmark CRC and all employees, contractors, directors and affiliated parties from liability of any and all losses, damage, injuries, claims, demands and expenses of whatsoever kind of nature arising out of the use of the rented equipment.

## 10. Customer Limitation of Liability

If, at the request of the Customer, the Company agrees in writing to limit any claim for accidental damage to the Equipment, the Customer hereby agrees and accepts the following charges, terms and conditions. The Customer acknowledges that the Company has not in any way represented itself to the Customer as a person carrying on the business of insurance.

### A. Charges

(1) Where the Customer is a COD customer, the Customer shall pay to the Company an additional charge equal to 10% of the total rental charge for Equipment rented for use within Australia. Overseas usage charge on application.

(2) The Customer acknowledges that in the event of accidental damage to the Equipment the Company will limit the claim to one thousand, one hundred dollars inc. GST (\$1,100.00 inc. GST) in relation to each and every claim.

### B. Terms

The Company will limit any claim for accidental damage to Equipment within or outside Australia as specifically agreed to in writing. This limitation of liability does not cover damage resulting from neglect or misuse, loss of equipment, whether resulting from negligence or not, and does not cover theft or burglary of equipment. Accidental damage liability limitation EXCLUDES damage to the equipment in the following circumstances:

(1) Damage caused by misuse, mechanical or electrical derangement, exposure to salt water, exposure to water, exposure to dust or sand, or confiscation by Customs or other authorities.

(2) Damage resulting from leaving Equipment in vehicles whether locked or unlocked, but unattended.

### C. Conditions

(1) All ordinary and reasonable precautions for the safety of the Equipment must be taken.

(2) In the event of loss or damage the Customer shall:

(i) forthwith notify the Company and the Police where necessary, and take any practicable steps towards the discovery and recovery;

(ii) as soon as practicable give full written report of the circumstances of the loss or damage to the Company;

(iii) and at the same time furnish to the Company any particular or evidence as may be reasonably be required by the Company or its insurer including attending at a lawyer's office and at Court to give evidence.

(3) The due observance and fulfilment of the Terms and Conditions and Endorsements as stated above in so far as they relate to anything to be done or complied with the Customer and the truth of the statements and answers made by the Customer at the time of instigating the loss and damage waiver are conditions precedent to the Company limiting the liability of the **Customer for any claims for loss or damage of the Equipment.**