



## Hire Terms and Conditions

In these terms and conditions **Oppy Entertainment** means Jordan Oppy and the **Customer** means the individual or organisation hiring the equipment and **equipment** means the goods as described in the Hire agreement and/or invoice.

### 1. HIRE PERIOD

The rental period commences on the date the nominated Courier is advised goods are available for collection or collected by the customer and terminated when the equipment is received at the address of Oppy Entertainment in a clean state from the customer.

### 2. DAILY HIRE RATES

The minimum charge is for one day/night, and all hire's are based on overnight unless otherwise stated.

### 3. WEEKLY HIRE RATES

The rate charged is for a seven day week and shall become payable at the end of each week.

### 4. MONTHLY HIRE RATES

The rate charged is for a four week period and shall become payable at the end of each four week period.

### 5. DELIVERY AND RETURN OF HIRE EQUIPMENT

Delivery of the equipment to the customer shall take place at such of the premises of Oppy Entertainment as is appropriate and return of the equipment shall be borne at the customer's expense to the same premises. Shipment of the equipment to the customer may be effected if approved by Oppy Entertainment to an address specified by the customer and at the expense and risk of the customer.

### 6. CUSTOMER'S COVENANTS

The customer agrees with Oppy Entertainment that:

- a. The equipment shall remain the property of Oppy Entertainment unless otherwise agreed.
- b. The customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- c. The customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or let any other person/persons do so.
- d. The customer shall notify Oppy Entertainment immediately if any judgement or order is levied against the customer or the property of the customer or if a petition is presented for the liquidation of the customer or a receiver is appointed or a scheme of arrangement is proposed.
- e. The customer shall permit Oppy Entertainment or its agents or servants to enter the premises where the equipment is located at all reasonable times in order to inspect the equipment and carry out repairs (at the customers expense) to that equipment.
- f. The customer requires and will use the equipment for business purposes / its intended use only.
- g. The customer accepts full responsibility to guard the equipment against and be solely responsible for theft, damage or negligence until it has been returned to Oppy Entertainment. In respect of theft, damage, or loss of equipment the customer shall advise Oppy Entertainment and hire of the equipment shall continue until the item has been repaired by Oppy Entertainment (at the expense of the customer) or the customer has paid the replacement cost (new for old).
- h. The customer shall insure the equipment for the duration of the agreement.
- i. Oppy Entertainment shall be indemnified for any loss or damage arising out of the use of the goods and as a result of the hirer's acts or omissions, be they intentional, negligent or accidental.
- j. The customer shall immediately notify Oppy Entertainment in the event of the breakdown of the goods and shall not cause any repairs or other such work to be done on the goods without the consent of Oppy Entertainment.
- k. The customer shall be solely responsible for any loss or damage arising out of the use of the goods and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, acts of God, or unauthorised acts of agents of the hirer or acts of the hirer's employees, such acts occurring otherwise than in the course of his or her employment.
- l. The customer is responsible for establishing competency of personnel operating or interpreting readings from the equipment.

### 7. WARRANTY

Oppy Entertainment warrants that each item of equipment hired is of merchantable quality and fit for the purpose for which it was designed. The customer acknowledges that it has not relied upon any statement by Oppy Entertainment in respect of the customer's purpose for the utilisation of the equipment and that Oppy Entertainment is not responsible or liable for the failure of that equipment to perform for the purposes required by the customer nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.

### 8. SEPARATE ITEMS OF AGREEMENT

Where more than one item of equipment is supplied under this agreement in interpreting this agreement the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of equipment as set forth in the **Equipment Details** section of the agreement and the herein conditions set forth shall apply separately to each individual item of equipment as though each item of equipment were subject to a separate agreement.

### 9. EARLY CESSATION

Notwithstanding the rental period Oppy Entertainment expressly reserves the right to early cessation which may be exercised on demand and at the absolute discretion of Oppy Entertainment. In the event that Oppy Entertainment so demands the customer shall forthwith return the equipment to Oppy Entertainment. The applicable rental shall be adjusted and payable on a pro rata basis.

### 10. SUNDRY

The above conditions constitute the entire agreement between Oppy Entertainment and the customer with respect to the equipment and shall not be amended except in writing signed by both parties and the customer does acknowledge and agree that all other warranties or the suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.