

# Adelaide Outdoor Cinema

## Term and Conditions



### 1. Definitions

For the purposes of these terms and conditions the hirer of the Equipment shall be referred to as the “Client” and Adelaide Outdoor Cinema, the Owner and supplier of the Equipment shall be referred to as the “Owner”. “Equipment” means all items that are hired and collected by the Client or delivered by the Owner to the Client whether or not the items have been paid for. The Equipment shall always remain the property of the Owner whilst on hire.

### 2. Disclaimer

The Client accepts full responsibility for the use and or operation of the hire Equipment and hereby agrees to release and fully indemnify the Owner against any third party claims, actions, demands, suits, costs and expenses for damage or injury or death to person or persons or property arising directly or indirectly out of the hire or use of the Equipment by the Client or persons associated with the Client.

#### a. General Obligations

The Client accepts full responsibility for the correct use and or operation of the hired Equipment.

The Client agrees not to modify or permanently attach anything to the Equipment for their own purposes whilst on hire and shall return the Equipment in the same condition as he or she received it. All Equipment or part thereof and associated packaging (including boxes, crates, tubs, bags and containers) that are lost, damaged, broken or stolen whilst on hire will be charged to the client at full present day replacement value.

Once the Owner has delivered the Equipment or the Client has collected the Equipment, it is the responsibility of the Client to handle and operate the Equipment in a proper, safe and careful manner and only for the purpose and capacity for which it was designed. If on the rare occasion the Equipment develops an electrical, mechanical or structural fault during the correct manner of use whilst on hire then it is the Clients responsibility, in the interest of safety, to shut down, switch off or cease to operate or handle the Equipment until it is made safe and the Owner is contacted or the Equipment is collected whereupon an assessment will be made of its condition.

#### b. Delivery and Collection

If picking up your Equipment from our warehouse location, the Client must provide current photo identification. (Driver’s License, Student ID etc), you must sign a rental agreement and check the correct quantity of Equipment. It is the responsibility of the Client to return all items on the agreed day. A \$20 per day late return fee may be charged at the discretion of the Owner if items are not returned or the Owner contacted. A last minute collection fee will be charged and must be paid for immediately if the Client is unable to return the items hired and requires us to collect.

All deliveries are to be made at street level. Ground or floors must be clear and level and free of any barriers. No responsibility will be taken by the Owner or employees of the owner for any damage caused during delivery or placement of Equipment. An extra charge will be made for any deliveries outside of the before mentioned conditions.

If the Equipment is being delivered or collected by the Owner to or from the place of delivery or an agreed pick up location the Equipment must be readily accessible. If the Owner needs to return because they were unable to collect or deliver the Equipment at the agreed time and date then an extra delivery/collection fee will be incurred.

Delivery and collection does not include set up or pack down, unless stated on the invoice, which must be organized upon booking. After the booking or upon delivery if this is required then a cost for this service will be determined by the owner and charged to the client.

Any extra labor cost involved apart from the delivery and collection of the Equipment will be charged to the Client at the rate determined by the Owner.

The Owner is not responsible for the setup of the Equipment once it has been delivered unless an agreement in writing has been made between the Client and the Owner. The security of the Equipment lies totally with the Client whilst on hire until returned except when a Security Person has been employed by the Client to keep watch over the Equipment during a designated time.

The Owner will not be liable for damage incurred to any hidden underground obstruction unless an exact location is marked by the Client.

If a structure or Equipment has been ordered for erection or delivered by the Client and in the course of constructing or delivering the temporary structure or Equipment, the vegetation or building or property owned by the Client is damaged then the Owner will take no responsibility for such damages and the Client releases the Owner of any liability or responsibility for the damage. All care is taken to minimize any damage to the Clients' property however, unforeseen circumstances can occur beyond the Owners control during the course of attempting to complete the work for the Client. (See force Majeure 5.)

#### **d. Property Access to Hired Equipment.**

The Client acknowledges that all property in and title to the Equipment at all times remains with the Owner, the Client does not acquire any property in or title to the Equipment and the clients interest in the Equipment is as Bailee of the Owner only.

The Owner also reserves the right to terminate the Hire Contract at any given time and is entitled to take possession of the Equipment immediately. Equipment that has not been returned by the Client or access to collect Equipment at the end of the hire has been denied causes the Equipment to be deemed stolen the relevant authorities will be notified to facilitate in the retrieval of the Equipment.

### **3. Deposits, Payment, Refunds and Cancellations**

#### **a. Deposits**

Once the order is placed, a 20% booking deposit is required on all bookings. Booking deposits are non-refundable. Full payment of the order must be paid 48 hours before delivery.

#### **b. Cancellations**

If the Client is forced to cancel their event due to Government restrictions, the 20% deposit remains non-refundable, but will be transferred as a store credit note to the Client. The remaining balance paid over the required deposit amount may be refunded or turned into credit, at the clients request.

All other orders and equipment cancelled less than 5 working days before the hire date will be charged at full rate plus the transport costs, if applicable. Changes to the Clients order requested less than 48 hours before delivery or collection will be limited to additions only and will not be guaranteed. Additional delivery fees may be incurred.

#### **c. Refunds and Bonds**

The Owners at their discretion may require a refundable bond to be paid before the hire commences. This bond will be refunded to the Client once all the Equipment is returned undamaged and in the same condition as it was received by the Client. Any damage or losses, will incur a fee to the value of the full replacement cost of the Equipment. This cost will be added to the total cost of the hire contract or deducted from the refundable bond. If the refundable bond is not sufficient to cover the total of the additional charges then the balance will be paid by the Client to the Owner.

Refunds to the client can take the form of a payment by the Owner, or a credit on the next Client Equipment hire, set at the discretion of the Owner.

#### **d. Payment Terms**

The client agrees to pay the Owners hire charge at the rate specified listed or as agreed on the contract, from the commencement date of the hire until the Equipment is returned to the Owner or collected by the Owner or the Owners employees. Occasionally some items, as determined by the Owner, may be excluded from a weekend hire, and may be collected earlier or delivered later, at an agreed time.

Hire rates that are stated on the price list, contract or invoice are based on a 24 hour period, or part thereof and in any case for one event or function within the 24 hour period.

At the completion of some hire events the Owner may allow the Client to hold the Equipment for a longer period than 24 hours but this is purely at the discretion of the Owner only. The Owner reserves the right to amend or revise its rates or prices without notice.

Payment of Equipment can be in the form of bank transfer, EFTPOS, credit card, Amex and debit card, cash. Cash payments may only be made on delivery of goods. Cheques, in any form are not accepted. Payment for the hire of Equipment must be made prior to the function and may include a refundable bond, unless otherwise arranged with the Owner. Unless otherwise stated the payment of any outstanding balance for the Equipment hired, lost or damaged is strictly 7 days from the date of the invoice.

If full payment is not received and cleared prior to the scheduled delivery the Owner may withhold delivery and a further delivery cost may be incurred if rescheduled.

Quotes are valid for 14 days only, bookings confirmed after this time are subject to the Owners discretion.

A quote does not guarantee the availability of the Equipment; this will be confirmed once a request for the booking is received.

A 20% non- refundable deposit is required for all orders which is to be paid with-in 14days of the invoice being sent. Your order is not secured unless this has been paid.

#### **4. Privacy and Confidentiality**

The security of your personal information is important to us. Information collected through the use of this website is respected and used only for the purposes of providing a better service to you, our Client. At no time will any personal information be shared, sold or rented to a third party and we guarantee to keep your identity and Client details strictly confidential unless we suspect you are in breach of our Terms and Conditions policy and have been engaged in unlawful activities requiring disclosure to the relevant authorities. We may also collect information via telephone, email and fax and also by personal appointment. This information is also regarded as strictly confidential and Adelaide Outdoor Cinema will only use any details supplied in an overall no names attached statistic for marketing purposes and financial reasons.

We may provide links to other websites; however this is only done for the ease of the Client navigation and in no way causes Adelaide Outdoor Cinema to be responsible for any images, graphics or content displayed on these websites as they are not under the control of Adelaide Outdoor Cinema. The inclusion of the link does not necessarily imply any endorsement of the company or organization we are linked to but purely gives rise to our recommendation to browse the linked site for relevant information and interest.

#### **5. Force Majeure**

If the Owner is unable at any me to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) the Owner may give written notice to that effect to the Client, giving full particulars of such force majeure in which case the obligations of the Owner under these terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure.

The Owner shall not be liable for any loss or damage suffered by the Client as a result of any delays caused by such force majeure events.

#### **6. Acceptance of Terms and Conditions**

The Client accepts the Terms and Conditions once a booking has been made and confirmation has been made via email and an attached invoice.

By accessing and or using this website you agree to comply with the Terms and Conditions of this company. Every effort is made to keep the website operating correctly; however, Adelaide Outdoor Cinema takes no responsibility for, and will not be liable for the website being temporarily unavailable due to technical problems beyond its control. The terms and conditions at any time can be modified to suit the changing business needs and as soon as the changes are posted and visible the amended terms and conditions are affective.

The Client hereby unconditionally accepts these terms and conditions and acknowledges that the acceptance is a conditional procedure that is fully understood and confirmed by the Client once possession of the Equipment is taken from the Owner.