

1. Introduction

Agreement means this Terms of Hire entered into between the Supplier and the Customer.

Breach of Contract means the failure of the Customer to comply with the terms of this Agreement.

Booking means the online or physical application completed by the Customer to hire Equipment.

Customer means any person who requests the Supplier to hire or purchase equipment, goods or services including its employees and agents.

Goods means all equipment, consumables, items or goods sold, delivered or hired by the Supplier to the Customer.

Supplier means Play On Sound and Lighting Pty Ltd ACN [635 660 034] as Trustee for The Cohen Family Trust (ABN: 44 658 225 841). Including its employees, contractors and agents.

Services means all services supplied by the Supplier and/or its sub-contractors to the Customer.

2. Conditions of Agreement

- 2.1. This Agreement governs the hiring of Equipment by the Owner to the Hirer and limits the liability of the Owner to the Hirer.
- 2.2. The Customer has agreed to engage the Supplier to hire the Equipment on the terms of this Agreement.
- 2.3. By completing a Booking, the Hirer acknowledges that they have read, understood and agree to be bound by the terms and conditions of this Agreement.

3. Payment Terms

- 3.1. Payment can be made via Electronic Transfer or Credit Card via Stripe Online Payments.
- 3.2. The Customer agrees to pay the full balance prior to the equipment hire date.

4. Identification

- 4.1. The Customer agrees that they must provide the Supplier with their Identification to successfully complete a Booking and hire Equipment under this Agreement.
- 4.2. The Customer authorises the Owner to store a digital copy of their Identification for the duration of this Agreement.
- 4.3. The Customer may request that the Supplier destroy all records of their Identification at the conclusion of this Agreement.
- 4.4. The Supplier shall not share any records of the Customer's Identification with any third parties unless required to do so by law or in the event of a Breach of Contract.

5. Care and Management of Equipment

The Customer will:

- 5.1. Ensure at their own cost that the equipment is maintained in good order, repair, condition and appearance (normal wear and tear excepted).
- 5.2. Ensure that all reasonable precautions are taken to prevent the equipment from being damaged or destroyed.
- 5.3. Notify the Supplier immediately if they become aware that the equipment is no longer able to be used, is not operating, is destroyed or otherwise damaged in a way that may materially affect its safety or value.
- 5.4. Pay the Supplier costs associated for the Supplier to arrange for the equipment to be serviced as a result of the Customer's negligence.

- 5.5. Pay the Supplier retail replacement costs of a current model new item of the same brand or similar quality brand available of any Goods not returned to the Supplier.
- 5.6. Acknowledge that the Supplier has provided instruction on how to use the equipment and safety procedures pertaining to the safe use of the equipment or provided a user guide from the manufacturer of the equipment to the Hirer.

6. Governing Law

These Terms and the Contract shall be governed by the law of Victoria and the parties hereby submit to the courts of Victoria in respect of any dispute arising from these Terms.