

## **ATOMIK ARTS HIRE AGREEMENT AND TERMS AND CONDITIONS**

### **DEFINITIONS**

"Hirer" refers to the person, entity, organization, business or establishment hiring equipment; "ATOMIK ARTS" refers to Atomik Arts, ABN: 53 761 148 385. The acceptance of equipment by the hirer, or his/her agent, implies total acceptance of these terms and conditions which cannot be changed, in part or whole, by any representative of ATOMIK ARTS, expressed or implied.

### **HIRE PERIODS**

The periods of hire are defined as follows:

**Day** - A period of 24 hours (or part thereof) from the time equipment leaves ATOMIK ARTS on the first day, terminating at the same time on the second day. This is the shortest hire period acceptable.

**Weekend** - The period between 6pm on a Friday up to 10am on the following Monday morning.

**Week** - A 7 day period commencing from the time the equipment leaves ATOMIK ARTS and terminating at the same time and day of the second week.

**Month** - A four week period with termination occurring at the same time four weeks in advance.

### **COLLECT/RETURN**

Hire charges commence from the time and date the equipment leaves ATOMIK ARTS premises and only terminates when it is received back at ATOMIK ARTS premises. Should the customer fail to return the equipment by the return 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 as part of the hire period. Carriage and packing charges will also be charged to the hirer where applicable. ATOMIK ARTS cannot accept liability, consequential or otherwise for delay in transit causing late arrival of any equipment.

### **DEPOSITS**

All equipment is issued for hire once the Hirer's signature is present on this contract, indicative of his/her acceptance of these Terms and Conditions.

Where the sum of the hire fee is AUD\$100 or higher, for any one period, as defined in the 'hire periods' section above, a refundable security deposit of 50% (minimum) of the retail value of the equipment hired, is required, before or at the time of, collection of equipment to be hired.

For example, hire of a Nikon D3s Body only, the current hire fee is payable, as per the Terms of Payment, plus a refundable security deposit of \$3550 is required.

All hire fees will be invoiced to the Hirer at the time the equipment is removed from ATOMIK ARTS premises.

### **LOSS OR DAMAGE**

Loss and/or damage to the equipment is the sole responsibility of the Hirer, as are all costs incurred in the repair or replacement of such damaged equipment, together with any hire fees lost due to the equipment being unavailable for hire.

ATOMIK ARTS may require proof that the Hirer's insurance adequately covers such loss or damage. It is important that the Hirer carefully checks the listing of the equipment on the hire invoice since, in the event of non-return of components (including all and any accessories, caps, covers, cables etc) the hirer is responsible and liable for the cost of their replacement.

Incorrect entries on a hire invoice must be brought to the attention of ATOMIK ARTS personnel at the time of issue; following the removal of equipment from ATOMIK ARTS premises, such entries cannot be altered.

All Hired equipment and any included accessories, cables, caps, lenses, covers, attachments and any other articles issued to the Hirer must be returned in the same condition as they were issued. Any operational issues, loss, damage, marks, scratches or abnormalities whatsoever identified upon return of equipment to Atomik Arts, will be the responsibility and liability of the Hirer to promptly rectify, repair or replace as required, at the Hirer's expense, within 5 working days. Standard daily charges will be incurred (in addition to costs of loss or damage) until equipment is returned to Atomik Arts fully operational and functional, as issued and collected by the Hirer.

**USE OF EQUIPMENT**

It is assumed that the Hirer or Hirer’s agent has sufficient skill and knowledge to operate the hired equipment correctly. The supply of instructional literature cannot be guaranteed. It is the responsibility of the Hirer or the Hirer’s agent to ensure that the equipment being hired is suitable for the purpose it is intended, prior to the equipment leaving ATOMIK ARTS.

The customer shall not take the equipment out of the State of Western Australia or without specific prior consent in writing by ATOMIK ARTS, allow it to be used in abnormal or hazardous situations. Equipment is not to be transported in or used on aircraft or airborne craft of any type whatsoever without ATOMIK ARTS’ written consent. Nor is equipment to be used where it may be affected by salt or water or atmospheric corrosion.

**LIABILITY**

ATOMIK ARTS hire equipment is maintained in excellent condition and equipment is normally tested before & after each hire to ensure it is functioning in accordance with manufacturer’s specifications. ATOMIK ARTS therefore cannot accept any liability for breakdowns that may occur while equipment is on hire. We strongly recommend that the Hirer checks for completeness and correct function of equipment prior to using the equipment on assignment.

**LOSS DAMAGE WAIVER**

Where the Hirer does not have adequate insurance, ATOMIK ARTS’ damage waiver fee of 20% of the hire fee is compulsory. Upon acceptance and payment by the Hirer of the damage waiver fee, ATOMIK ARTS agrees to waive its right to claim for any loss arising from damage to the equipment any sum in excess of \$300 on lighting and accessory items, and \$500 on cameras and lenses.

The waiver shall not apply to loss resulting from:-

- (a) Damage caused by misuse.
- (b) Damage caused by operation of the equipment in contravention of these conditions of hire or against the manufacturer’s specifications and instructions for use.
- (c) Goods not returned as a result of theft or being lost or misplaced.

**GENERAL**

In every case equipment not returned promptly will be charged at the standard daily rate until the equipment is returned. Availability of equipment depends on the prompt return of equipment in full working order by all Hirers.

Bookings are accepted on this understanding and in the event a specific item or items are not available due to late return or breakdown, ATOMIK ARTS cannot accept liability, consequential or otherwise. ATOMIK ARTS will endeavour to ensure every firm booking is honoured.

It is the responsibility of the Hirer or Hirer’s agent to carefully check all details contained within the hire agreement that is issued at the time the equipment is collected from ATOMIK ARTS. Any shortages upon return of the equipment will become the liability of the Hirer, chargeable at current replacement costs.

ATOMIK ARTS’ hire equipment remains the property of ATOMIK ARTS at all times and cannot be pledged, loaned, re-hired, deposited, left in the care of any other individual or entity and cannot be sold to a third party.

Acceptance of this agreements also includes acceptance of the Standard Terms and Conditions available at atomikarts.com/info/terms, and also acceptance of monies due on the attached invoice.

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I, (PRINT NAME) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_, the Hirer of the goods listed on the attached invoice and any other articles listed overleaf included with the equipment, agree to be bound to the Terms and Conditions of this Hire Agreement and to return the equipment by the date below.

Witnessed: (PRINT) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ of Atomik Arts,

Issue and Agreement Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Period of hire requested: \_\_\_\_\_

