

TERMS AND CONDITIONS OF BUSINESS – HIRE

Definitions

- a) The "Vendor" is Creative Light Pty Ltd ABN 64 079 047 591, trading as Airstar Australia.
- b) The "Hirer" refers to the person, firm or corporation hiring Equipment from the Vendor;
- c) "Equipment" means all lighting, theming and branding / signage equipment, including tools, accessories and parts, related electrical distribution & generation equipment and all other related equipment and accessories owned or leased by the Vendor, hired by the Hirer.
- d) "Parties" means the Vendor and the Hirer and "Party" shall mean either one of them.

1. Nature of Your Agreement

- 1.1. These Terms and Conditions of Business constitute your hire agreement with Creative Light Pty Ltd ABN 64 079 047 591 trading as Airstar Australia the "Vendor".
- 1.2. You are deemed to have accepted the Terms and Conditions of Business (current at the time of entering into such agreement) if you enter into any agreement with the Vendor that relates to the supply of goods or services following receipt of a cost estimation, invoice or any other Vendor document ("Document") including emails to which these Terms and Conditions refer or are attached.
- 1.3. These Terms and Conditions may only be amended by a document executed by the Vendor.
- 1.4. These Terms and Conditions prevail to the extent of any inconsistency with the Terms and Conditions of any document issued by the Hirer (whether before or after the date of the agreement constituted by these Terms and Conditions).
- 1.5. No document issued by the Hirer imposes terms and conditions in addition to, or inconsistent with, these Terms and Conditions unless expressly agreed in writing by the Vendor.

2. Services - The Vendor offers three services

- 2.1. The supply of Equipment for hire ("Hire Services")
- 2.2. The supply of technical personnel to install, operate and remove on completion of the agreed period Equipment ("Hire and Install Services"); and
- 2.3. The supply of technical personnel to operate equipment owned or controlled by the Hirer ("Operator Services")
- 2.4. These services are jointly the "Vendor Services". Except where otherwise specified, these Terms and Conditions apply equally to all the Vendor Services.

3. Rights

- 3.1. The Equipment supplied by the Vendor, other than consumables (such as tape, paper, marker pens etc) that the Hirer may purchase from the Vendor, remains at all times the property of the Vendor.
- 3.2. The Equipment is to be used only for the single purpose expressly made known to the Vendor when the Hirer rented it or the Vendor installed it.
- 3.3. If the Equipment is used for another purpose, or in a location other than where the Vendor installed the Equipment, the Vendor does not accept responsibility for any damage or loss caused by or to the Equipment being not fit for the purpose for which the Hirer used it and the Vendor reserves the right to make such further changes as may be reasonable having regard to the nature of that purpose.

4. Inspection of Equipment

- 4.1. The Hirer agrees that prior to use, the Hirer is satisfied that the Hirer understands the proper uses for which the Equipment is designed and the safe operation of such Equipment.

5. Payment

- 5.1. The Hirer will pay the fee for the applicable the Vendor Services at the rate and in the manner specified on a Vendor document, quote or invoice (the "Fee") for the period that the Equipment is;
 - 5.1.1. taken from the premises of the Vendor until all of the Equipment is returned to the Vendor
 - 5.1.2. or from the date that the Equipment is installed by the Vendor to the Hirer until the time that the Equipment is removed by the Vendor.
- 5.2. Discounts, if any, are subject to timely payment of your Fee.
- 5.3. If the entire Fee is not received within terms agreed upon by the Vendor or as otherwise agreed, then the discount will cease and hire charges at the full rate will apply.
- 5.4. The Hirer shall pay the Fee in Australian Dollars without abatement, deduction or set-off, no later than 30 days after the date of the Vendor's invoice to Customer.
- 5.5. If a credit facility has not been established with the Vendor, then full payment will be required prior to the commencement of the hire. Full payment can be made by cash or EFT.

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- 5.6. The Hirer will be solely responsible for any and all taxes (including GST).
- 5.7. Any payment made by or on behalf of the Hirer which is later voided by the application of any statutory provision shall be deemed not to discharge the Hirer's obligations to the Vendor and, in such event the parties are to be restored to rights and obligations which each respectively would have had if the payment had not been made.
6. **Loss or Damage**
 - 6.1. The Equipment shall be at the Hirer's risk at all times during the hire period, from delivery or installation until return or removal, except that acceptance of Equipment by the Vendor's staff upon return or removal does not release the Hirer from responsibility for loss or damage to Equipment pursuant to these Terms and Conditions of Business.
 - 6.2. The Hirer will be liable to the Vendor for negligent damage or loss of Equipment, however caused, during the period of hire, whether or not the Hirer owns or controls the premises at which the Equipment was used or stored. The Hirer agrees to pay the full repair costs deemed necessary by the Vendor unless, in the opinion of the Vendor, the Equipment is unable to be repaired or repairs are more costly than replacement. In that case clause 7 (Compensation) will apply as if the Equipment had been stolen or lost
 - 6.3. In the event of loss or damage to the Equipment of any kind the Hirer shall:
 - 6.3.1. Immediately notify the Vendor (and the Police where appropriate) and take all practicable steps towards discovery and recovery;
 - 6.3.2. As soon as practicable, provide the Vendor with a full written report of the circumstances of the loss or damage and furnish the Vendor with any particulars or evidence as may reasonably be required by the Vendor.
7. **Compensation**
 - 7.1. In the event that Equipment is lost, stolen, missing, destroyed, or damaged beyond repair while at the risk of the Hirer, the Hirer shall be liable for and agrees to compensate the Vendor the cost of replacing the Equipment, subject to clause 7.2.
 - 7.2. If the Vendor is unable to purchase Equipment of an equivalent model, standard and condition to the Equipment lost, stolen, missing, destroyed, or damaged beyond repair, or to purchase new equipment of the same make and model, then the Hirer will pay the Vendor on demand the cost of purchasing new Equipment which most nearly equals the performance of, and is of similar quality and function to, the Equipment lost, stolen, missing, destroyed, or damaged beyond repair plus all incidental charges actually incurred by the Vendor including the cost of altering the Equipment to fit peripheral equipment and to comply with standard protections.
 - 7.3. The Hirer agrees to compensate the Vendor for the Fee for the hire of the Equipment until the Equipment is repaired or replaced, provided that such charges will not exceed ten week's hire.
 - 7.4. The cost of repair or replacement, as the case may be, and any charges payable pursuant to clause 6 (Loss or Damage) or clause 7 (Compensation) may be deducted from your security deposit and the Hirer will pay the excess to the Vendor within 7 days of receipt of invoice.
8. **Equipment Malfunction**
 - 8.1. The Hirer will notify the Vendor immediately upon becoming aware of any equipment shortage or malfunction.
 - 8.2. The Hirer will not interfere in any way with any part of the Equipment nor have any repairs effected by any person other than an employee or authorised contractor of the Vendor except with the written permission of the Vendor
9. **Late Returns**
 - 9.1. The Hirer agrees to return the Equipment by no later than 10am (or to make available for collection by the Vendor, as the case may be, by 7am) on the Return Date specified on the Vendor's documentation, unless otherwise agreed.
 - 9.2. If the Equipment is not returned on time, the Hirer will pay additional hire charges at the daily or weekly rate specified from the due date to the date when the Equipment is returned to, or collected by the Vendor, subject always to clauses 6 (Loss or Damage) or 7 (Compensation) as applicable.
10. **Use of Equipment Outside of Australia**
 - 10.1. The Hirer will not take Equipment outside Australia without the prior written consent of the Vendor.
 - 10.2. In the event that the departure or return of Equipment is delayed by reason of intervention of Customs or other Authorities of any country no allowance or credit will be given to the Hirer for or against hire charges.

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11. Use Of Equipment, And Use Of Equipment In A Hazardous Environment

- 11.1. The Hirer will use the Equipment in a careful and proper manner and permit only skilled and experienced personnel to use the Equipment and will not use the Equipment in connection with any dangerous or hazardous activity or where inadequate or incompatible electrical supplies are available.
- 11.2. The Hirer shall not, without the prior written consent of the Vendor, use the Equipment on any abnormal assignment or transport the Equipment from the ground other than on a regular scheduled flight by a reputable commercial airline.

12. Equipment other than the Vendors

- 12.1. Technical operators supplied by the Vendor are skilled in the operation of the Vendor's equipment. The Vendor cannot be held responsible for any breakdowns or incompatibilities of Equipment provided by the Hirer.
- 12.2. No responsibility will be taken by the Vendor for the security and/or safekeeping of any equipment supplied by parties other than the Vendor, and the Vendor will not be liable for any loss or damage, by any means.
- 12.3. Electrical equipment that is not tagged in accordance with the Australian Standards (AS/NZS3760) will not be permitted to be interconnected with the Vendor's equipment.

13. Cancellation

- 13.1. Any Equipment and/or Services cancelled upon or after collection from the Vendor or delivery by the Vendor will incur a charge of 100% of the Fee.
- 13.2. Any Equipment and/or Services cancelled up to 24 hours in advance of delivery or collection date will incur a charge of 50% of the Fee.
- 13.3. Any Equipment that has been procured from an external supplier by the Vendor shall be charged at 100% of the Fee.
- 13.4. Any Operator Services cancelled within 24 hours of commencement of those services will incur a 4 hour callout Fee.

14. Limitation of Liability and Indemnity

- 14.1. The Hirer expressly acknowledges and agrees that the Vendor (and any master lessor of the Equipment) shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, use, or other losses resulting from the fitness, quality, design, condition, repair, merchantability, functioning, performance or malfunctioning of the equipment, or of its material or workmanship. The provisions of this Section 14.1 shall not apply in so far as their application is prevented by the Trade Practices Act 1974 or any other State or Territory laws.
- 14.2. Notwithstanding any provision of these Terms and Conditions of Business, and subject to the qualifications contained in Section 68A of the Trade Practices Act 1974 or any analogous legislation of any Australian State or Territory, if the Hirer is a "consumer" as defined in the Trade Practices Act or in such analogous legislation of any Australian State or Territory and the Equipment being supplied herein is other than of a kind ordinarily acquired for personal domestic or household use or consumption, the liability of the Vendor for a breach of a condition or warranty implied by the Trade Practices Act or implied by such analogous legislation of any Australian State or Territory is limited at the Vendor's option to the replacement of the Equipment or the supply of equivalent Equipment or the repair of the Equipment.
- 14.3. The Hirer waives, releases and agrees to defend, indemnify and hold harmless the Vendor, its affiliates and related companies and each of their respective officers, directors, employees, shareholders, agents, representatives, insurance carriers, successors, licensees, and assigns, and each of them, from any liability, claims, rights of subrogation, demands, actions, causes of action, losses, costs, damages and expenses (collectively, "Claims") arising out of or based upon the Hirer's breach of the terms of these Terms and Conditions of Business, subrogation claims by the Hirer's insurers, or the Hirer's use, possession, operation, and transport of the Equipment, other than Claims arising out of or based upon the gross negligence or wilful misconduct of the Vendor.

15. DEFAULT & REMEDIES

- 15.1. It shall constitute an event of default ("Default") under these Terms and Conditions of Business: (a) if the Customer shall fail to pay any Fee in accordance with these Terms and Conditions of Business and the periodic invoices; (b) if the Customer shall do or permit any act

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or thing whereby the Vendor's rights in the Equipment may be prejudiced, or which constitutes illegal or improper use of the Equipment; (c) the Hirer shall become insolvent or shall cease to conduct its business as a going concern, or shall apply for or consent to otherwise obtain the appointment of a receiver, trustee, administrator, liquidator or similar appointment to the Hirer or assets of the Hirer, or if proceedings are instituted under any applicable insolvency law; (d) if the Hirer commits any breach of these Terms and Conditions of Business and such breach has not been cured within 2 business days from the date of the Vendor's written notice to the Hirer of such breach.

15.2. In the event of a Default, the Vendor may: (a) demand immediate payment of all accrued and unpaid Fees and any other amounts due and the Hirer shall pay such amounts immediately upon such demand; (b) immediately terminate the Hirer's right of possession and use of the Equipment and the Hirer shall immediately return the Equipment to the Vendor, or the Vendor may, at the Hirer's expense, enter into any premises where the Equipment may be located and repossess the Equipment. In addition, the Vendor may pursue any other remedy available to the Vendor at law or in equity, and each such right and remedy may be enforced concurrently with any other right or remedy.

16. Miscellaneous

16.1. All conditions, warranties and representations on the part of the Vendor, whether expressed or implied, statutory or otherwise, whether collateral, antecedent or otherwise are hereby expressly excluded to the extent permissible by law.

16.2. Nothing contained in these Terms and Conditions of Business shall be construed to create a partnership between, or joint venture by, the parties, or to constitute either party the agent of the other party. The agreement between the Vendor and the Hirer is not for the benefit of any third party (except indemnities or insured's under Sections 6 and 14) and shall not be deemed to give any right or remedy to any such party whether identified in these Terms and Conditions of Business or not.

16.3. If any provision of these Terms and Conditions of Business is illegal, void or unenforceable, such provision shall be severable, and shall not affect any other provision of these Terms and Conditions, and shall be deemed to be modified to the minimum extent necessary to avoid the illegality.

16.4. These Terms and Conditions of Business shall be binding upon each party and its respective parent companies, affiliate companies, subsidiary companies, successors and assigns, however, the Hirer may not assign its rights without prior written consent by the Vendor.

16.5. The prevailing party in any suit, legal proceeding, arbitration or other action brought arising in connection with these Terms and Conditions of Business shall be entitled to recover its reasonable outside attorneys' fees and other expenses incurred in such proceeding or action, in addition to any other relief to which it may be entitled. The Hirer agrees that these Terms and Conditions of Business shall be construed according to the laws of such State or Territory as the Vendor may in its sole discretion determine. Proceedings may be instituted in such State or Territory as the Vendor may in its sole discretion determine. Failing such determination the Hirer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales.

16.6. The Hirer will, at all times, comply with all applicable laws, rules and regulations relating to the use, shipping, handling or transport of the Equipment including, but not limited to all environmental, occupational health and safety or other such laws, rules and regulations.

16.7. Any failure by the Vendor to insist upon strict performance by the Hirer of any terms or conditions contained in this agreement shall not be taken to be a waiver thereof and no waiver by the Vendor or one breach of any term or condition in this agreement, whether express or implied, shall operate as a waiver of another breach of the same or of any other terms or conditions in this agreement whether expressed or implied.

16.8. All notices under or in connection with these Terms and Conditions of Business shall be sent to the designated recipient at the respective address indicated (a) in the case of the Hirer, in their account information, and (b) in the case of the Vendor, at the address shown on the invoice, to the attention of the Managing Director. All notices shall be in writing and shall be sent by prepaid mail, by reputable courier service, or by email with a hard copy via prepaid mail.