

Kayell Australia Rental Contract November 2010

Company: Kayell Australia Pty Limited

Hirer: Person or Company or Establishment renting the equipment

Rental Period Definition:

Day: A period of 24 hours from the time equipment leaves Kayell Australia on the first day, terminating at the same time on the second day. (This is the shortest rental period acceptable)

Weekend: The period between 4pm on a Friday afternoon up to 10am on the Monday morning

Week: A seven day period, termination occurring at the same time and day of the second week.

The acceptance of equipment by the Hirer, or his agent, implies total acceptance of these terms and conditions, which cannot be changed, in part or whole, by any representative of Kayell Australia, expressed or implied.

Collect / Return: Rental charges commence from the time and date the equipment leaves the Company's premises and only terminate when they are received back at the Company's premises. Should the Hirer fail to return the equipment by the due date and time, the hire charge payable will be the daily hire charge for the equipment concerned, for each overdue day. Transit times are therefore considered as part of the rental period

Should the Hirer not return goods 24 hours after the due time without notice, the rented goods will be considered stolen and the Police will be notified immediately and the rental charge continues until the goods are returned.

Carriage and packaging charges will be charged to the Hirer. The Company cannot accept any liability, consequential or otherwise, for any delay in transit causing late arrival of any equipment.

Cancellation of any booking must be made in writing and received by the Company no later than 24 hours prior to the intended start of any booking. Failure to comply with this may involve the Hirer being charged equal to 50% of the scheduled rental charges.

Kayell Australia Pty Limited

ABN 13 087 954 149

New South Wales: Unit 1, 19 Hotham Parade, Artarmon, NSW, 2064

Victoria: 108 Johnston Street, Collingwood, Vic, 3066

www.kayellaustralia.com.au

Phone: 02 9439 9377 Fax 02 9439 9664

Phone: 03 9416 2848 Fax 03 9416 4882

Non Account Customers: All equipment is hired against a bond which is \$500 or more. The bond must be made in the form of an acceptable credit card, with three methods of identification, one being a current drivers license with an up to date home address. The rental must be paid in full before the goods leave the premise of the Company.

Account Customers: An official Purchase Order is required for the rental of goods before the goods can be removed from the Company's premises. All charges will be invoiced to Hirer's account.

Loss: Any loss to equipment is the responsibility of the Hirer and all costs incurred in the loss to equipment and the loss of income due to the equipment not being available for rental, will be charged to the Hirer.

The Hirer should check the equipment list and actual equipment carefully as goods not returned as per the equipment list will be deemed to be lost and the Hirer will be charged for the replacement of the goods. This will include items such as cables, lens caps and covers. Incorrect entries on a rental invoice must be brought to the attention of the Company at the time of issue; following the removal of equipment from the Company's premises, such entries cannot be altered.

Bond: A bond of \$500.00 or more (on goods that exceed \$10000 in value) is payable to the Company each time the Hirer hires equipment. This bond is taken as a pre-approval and reserves credit against your card for a short period of time and then will automatically reverse itself.

Damage Waiver: Kayell Australia has a damage waiver included in the cost of all it's rental pricing. This covers the hirer for any light damage, fair wear and tear, it does not cover any damage or loss that is considered to be negligent. A bond of \$500 or more applies to each claim, and glassware such as flashtubes are not covered. The hirer must ensure that rental equipment is stored in a secure place at all times. Equipment left unattended or in a car in a public place is not covered by our insurance and we would consider the hirer to be negligent in cases similar to this. It is agreed that Kayell Australia will use it's own discretion when deciding whether a Hirer has been negligent or not. In the case of negligence the whole or part of the costs of replacement or repair to the equipment may be charged to the Hirer.

It is assumed that the Hirer, or his agent, has sufficient skills and knowledge to operate the rented equipment correctly. The supply of instructional literature cannot be guaranteed. It is the responsibility of the hirer, or his agent, to ensure the equipment being rented is suitable for the purpose intended.

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Liability: The Hirer shall not take the equipment out of Australia, nor without the specific prior consent in writing of the Company allow it to be used on any abnormal (can't be used with generators without prior approval) or hazardous assignments. The equipment is not to be transported in, or used in, helicopters or light aircraft without the Company's specific written consent nor allows the equipment to be used in areas where it could be affected by salt water or atmospheric corrosion.

The Company shall not be liable for any loss or damage caused by rental equipment, whether to the Hirer or the Hirer's property or any other person, firm or corporation. The Company's liability if any for furnishing the wrong or defective equipment to the Hirer is limited to a refund of the rental charge. The Hirer hereby indemnifies the Company from liability of any and all losses, damage, injuries, claims, demands and expenses of whatsoever kind of nature arising out of the use of the rented equipment.

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