



Unit 6 / 1 Hillary St Braybrook Victoria 3020
Tel: (03) 9352 6209 Fax: (03) 9352 5812

HIRE AGREEMENT

Dated: The _____ Day of _____ 20 _____

StudioWorks Corp Pty Ltd
ACN120054926

OFFER TO HIRE GOODS AND EQUIPMENT

StudioWorks Corp Pty Ltd ACN 120 054 926 (the Owner)

This Offer to Hire Goods and Equipment Form (the 'Offer to Hire' Form) is an offer by you the hirer to hire from the owner the Goods and Equipment listed in this Offer to Hire Form for the hire fee for those goods and Equipment as set out in the Owner's published current Hire Fee list and the Owner's current Terms and Conditions of commercial hiring of Goods and Equipment.

If this offer to Hire is accepted it will, with the Owner's standard Terms and conditions, constitute the contract between the Owner and you the Hirer for the hire of the Goods and equipment ordered.

Date of Offer to Hire: _____ Name of Hirer: _____ ACN: _____ ABN: _____	Hirer's Address: _____ _____ State: _____ Post Code: _____ Tel: _____ Fax: _____
Hirer Contact Name: _____ _____ Position: _____ Proof of ID: _____ Date of Birth: _____	Contact's Email: _____ _____ Contact's Mobile: _____ Contact's Direct Line: _____

DETAILS OF GOODS AND EQUIPMENT TO BE HIRED

Description of Goods and Equipment	Reference Number:	Number of Items:	Hire Fee:

This Offer is made by _____ (Hirer)

On this THE _____ DAY OF _____ 20____

Print Name

Signed by the Hirer

Initial: _____

STANDARD TERMS AND CONDITIONS FOR THE HIRE OF GOODS AND EQUIPMENT

These Standard Terms and Conditions together with the Offer to Hire Form, Payment Terms and Special Conditions, the Offer by The Owner to you (the "Hirer") to Hire the Equipment and if the Hirer accepts this Offer constitute the whole of the contract with the Hirer.

2. BINDING CONTRACT

- 2.1 This contract is entered into and will be binding on the Owner and the Hirer upon the Hirer's Acceptance of the Offer to Hire Form. All Equipment is available as listed at the time the Offer to Hire Form is given to the Hirer. The Owner will ensure that the Equipment specified in the Offer to Hire is available for the Hirer when the Offer to Hire is accepted.
- 2.2 Until the Hirer has accepted this Offer the Owner may at any time withdraw the Offer.
- 2.3 The Offer to Hire Form can only be Accepted by the Hirer.

3. TERMS OF PAYMENT

- 3.1 The Hirer will pay the Hire fee to the Owner on the payment Date as stated in the Offer to Hire Form. The Owner must provide a Tax Invoice to the Hirer for the Hire Fee. If payment is made in advance, it must be noted in the Offer to Hire Form. The Hirer must Also pay the GST as stated in the Tax Invoice when paying the Hire Fee to the Owner. The Goods and Equipment will be withheld by the Owner until the full payment is received.

4. THE EQUIPMENT

- 4.1 The equipment will at all time remain the property of the Owner. The Hirer has no legal or equitable interest in the Equipment.
- 4.2 Upon Hiring, the Equipment must be inspected by the Hirer to determine whether the Equipment is complete and is in good order and working condition.
- 4.3 Where the Hirer is in Effective Control of the Equipment, then the Hirer is responsible for the Equipment. It is an essential term of the contract that the Hirer will:
 - (a) At all time exercise all reasonable care and diligence in the use of the Equipment in accordance with manufacturer's specifications;
 - (b) Where the Hirer has responsibility to return the Equipment, it must return it in good order and working conditions to the Owner's premises on or prior to the expiration of the Period of Hire;
 - (c) Not tamper or in any way interfere with, or repair or attempt to repair the Equipment;
 - (d) Be responsible for all accidental damage to the equipment, except where such damage is caused by the Owner;
 - (e) Be responsible for all loss or damage to the Equipment occasioned by theft, malicious damage, or other unlawful act;
 - (f) Ensure that the equipment is secure at all time and where being stored in unlocked premises, supply such security measure to ensure that the Equipment is secure at all time;
 - (g) Keep the Equipment safe at all time during the period of Hire;
 - (h) Not remove or deface any label, Manufacturer's serial numbers or other marks identifying the Equipment;
 - (i) Not permit any person to improperly use the equipment.
- 4.4 In the event that the Equipment or any part of it is lost, stolen or damaged during the period of Hire, the Hirer will be liable to the Owner and will indemnify it for the cost and expenses of the replacement of such lost or stolen Equipment and/or for the replacement of Equipment which in the sole determination of the Owner, is damaged beyond repair and/or for the cost and expenses of repairing or re-instating damaged equipment.
- 4.5 In the event that the Hirer fails or refuses for any reason whatsoever to return or make available for collection all the equipment to the owner at the expiration of the Period of Hire, then the Hirer will be in breach of an essential term of this Contract and without prejudice to any other rights which the owner may have, the Hirer will be liable to pay the Owner on a Day Rate Basis for the hiring for Equipment for such further period of time.
- 4.6 For the purposes of clause 4.5 above, such further period of time will commence at the expiration of the Period of Hire and conclude at the date when the equipment is returned to The Owner in good order and working condition or the date when the Owner receives from the Hirer full compensation for the loss or damage to the Equipment. The loss or damage to the equipment will be the replacement cost of the Equipment at that time or, where the Equipment cannot be replaced, the cost of new substitute Equipment that can substantially be used for the same purpose as the lost, damaged or destroyed Equipment.

5. WARRANTY

- 5.1 The Owner gives no warranty express or implied in respect of the Equipment, its fitness for purpose or the condition thereof.
- 5.2 All warranties implied by the Trade Practices Act 1974 (Cth) and any other statutes (if any) that can be expressly excluded are hereby expressly excluded.

6. LIMITATION OF LIABILITY

- 6.1 The liability of the Owner is limited as follows:
- (a) The Owner is not liable to the Hirer for any loss or damage which the Hirer might sustains as a consequence of the Hirer ordering the wrong Equipment or insufficient quantities of the Equipment or where the equipment is hired for a purpose which is outside of the Equipment's specifications.
 - (b) The Owner has no liability to the Hirer for any damage or loss which the Hirer might sustain where the cause of that damage or loss is the negligence of the Hirer or ny of its servants, agents or contractors.
 - (c) Where it is the responsibility of the Hirer to ensure that the Site is safe and that the Facilities are safe, then the Hirer indemnifies the Owner against any liability to any third party who suffers injury, loss or damage where such injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on the part of the Hirer to ensure that the site is safe.

7. CANCELLATION AND CANCELLATION FEE

- 7.1 At time of reservation, a deposit of 20% is required.
- 7.2 The hirer has the right to Cancel this Contract provided that it sends a Cancellation notification by email or facsimile to the Owner. Upon receipt of such Cancellation, the Owner has no obligation to deliver the Equipment.
- 7.3 The Cancellation sent by the Hirer must clearly identify each and every item of Equipment which the Hirer no longer requires.
- 7.4 The Owner should be notified of a Cancellation at least 48 hours prior delivery of the Equipment to be eligible for a full refund of the deposit.
- 7.5 When the cancellation is not received within the 48 hours, the Owner will be entitled to invoice the Hirer for the Equipment.
- 7.6 The Cancellation Fee represents twenty percent (20%) of the Hire Fee of the Equipment ordered by the Hirer. The Hirer agrees and acknowledges that it must pay the Cancellation Fee in full as invoiced by the owner.

8. DEPOSIT

- 8.1 The Owner will as part of its offer to Hire Form, require the Hirer as a pre-condition of Acceptance, to pay to the Owner a Deposit in respect of the Equipment to be Hired. The amount of the deposit shall be as stated in the Offer to Hire Form. No Acceptance by the Hirer will be effective unless and until the Deposit is received.
- 8.2 Any such Deposit shall when paid be applied against the hire Fee, or if the Hirer cancels the Contract or any Equipment, the Owner may, at its discretion, apply such Deposit as a credit against any such Cancellation Fee.

9. NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP

- 9.1 This is a hiring agreement only and does not constitute or give rise to any sale of the Equipment to the Hirer. The relationship between the Owner and the Hirer is limited to a relationship of owner and bailee in respect to the Equipment.
- 9.2 The Hirer acknowledges that the Owner is the sole exclusive owner of the Equipment.
- 9.3 Nothing in this contract confers any option on the Hirer to purchase the Equipment.

We require 3 forms of ID and they all must have the same address details.

Examples of ID: Phone Bill, Electricity Bill, Gas Bill.

At least one form of ID must be photo ID such as Driver's Licence or Passport

Security Deposit Should be paid in form of cash or Credit Card Manual Swipe.

Credit Card Manual Swipe forms will be destroyed upon return and check of Hired Equipment