

# OPEN CHANNEL CO-OPERATIVE TERMS AND CONDITIONS OF HIRE

## RENTAL PERIOD

1 The rental period shall be from the date signified for the delivery of the equipment to the Borrower as shown on the face hereof until the equipment is returned to or repossessed by the Lender. The Lender may terminate the rental period after receiving proper confirmation of theft or destruction of the equipment.

The Borrower shall return the equipment to the Lender on the date & time as specified herein or such earlier date as the Lender may require under clause 2 hereon.

## LATE FINES

2 The Lender reserves the right to impose an extra charge by way of a fine for late return of the equipment after the date and time specified on the Hire Contract in the amounts as follows;  
50% of the total daily rate for returns 1 to 12 hours late.

100% of the total daily rate for returns up to 24 hours late and 100% of the total daily rate for every additional day thereafter. Additionally, in the event that a booking has to be cancelled due to the late return of equipment the lender may charge 50% of the fee for the cancelled booking.

## OFFER

3 The Borrower by his or her signature offers to borrow the equipment from the Lender for the rental period, acknowledges receipt of the equipment and agrees to pay the total rent to the Lender.

## INSURANCE

4. The Borrower agrees that he or she shall be liable to pay up to \$1,000 excess in relation to any claim made for loss or damage to the equipment on the Lender's insurance policy.

## USE

5. The purpose for which the equipment is borrowed is specified by the Borrower on the face hereof. In the event that the equipment is used for any other purpose the Borrower will advise the Lender immediately or at such time as it becomes relevant to do so.

## BORROWER'S COVENANTS

6. (a) That the equipment will at the end of the lending period be returned by the Borrower in good condition free of any damage of any kind whatsoever except for ordinary wear and tear and any damage or defect noted on the equipment prior to the rental period commencing. The Borrower agrees that the Lender may recover from the Borrower any amount due under this indemnity including the amount of the damage as a liquidated demand.

(b) To indemnify the Lender from liability from any and all losses, damages, injuries, claims, demands and expenses including legal expenses of whatsoever kind or nature arising out of the use of hire equipment.

(c) Not to sell and transfer or subject it's rights under this agreement or pledge mortgage or encumber the equipment or it's rights hereunder or submit the said equipment to any alien charge or encumbrance.

(d) Not to use the equipment on any abnormal or hazardous assignment or be used under water or taken from the ground other than on a regular scheduled flight by a recognized airline or taken out of the State of Victoria without prior consent of the Lender.

(e) To compensate the Lender for any loss which it may suffer as a result of cancellation or variation of any order for the equipment.

## RIGHT TO REPOSSESS

7. The Lender may repossess the equipment and the Borrower shall, on being so required by the Lender, forthwith return the equipment to the Lender if the Borrower is in breach of any term or condition hereof or has made any misrepresentation to the Lender or the equipment is damaged in any way.

## MINIMUM HIRE PERIOD

8. One day on all location production equipment hire.

## LIGHTING HIRE

9. Electric globes, supplied loose or part of a fitting are supplied on the condition that all damage is the customer's responsibility. Borrower will be responsible for globes blown except through old age. These will be charged for at normal market rates.