

In these terms and conditions;

Figureight Means Figureight Incorporated (ABN 46 006 668 702) trading as Figureight Sustainable Event Production. **Customer** and **You/Your** Means you, your employees and agents as the context permits, when ordering the provision of services from Figureight. Singular words shall include plural words, words importing a person shall apply to corporations and masculine gender shall include the feminine and neuter genders and two or more customers shall be bound jointly and severally.

1. Nature of Your Agreement with Figureight

These terms and conditions constitute your agreement with Figureight. You are deemed to have accepted these terms and conditions if you enter into any agreement with Figureight that relates to the supply of goods or services following receipt of a event estimate, event quote, equipment reservation, tax invoice or any other Figureight document ("Document") to which these terms and conditions refer or are attached. These terms and conditions may only be amended by a document executed by Figureight. These terms and conditions prevail to the extent of any inconsistency with the terms and conditions of any document issued by you (whether before or after the date of the agreement constituted by these terms and conditions). No document issued by you imposes terms and conditions in addition to, or inconsistent with, these terms and conditions unless expressly agreed in writing by Figureight. This agreement is made in New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales.

2. Services

Figureight offers three services:

- (a) the supply to private customers, community groups, organisations and businesses of audio, audiovisual, lighting, power, theming and presentation equipment for rental ("Equipment Hire"); and
- (b) the supply of audio, visual, lighting, power, theming and presentation equipment and/or technical personnel to ("Production Services"); and
- (c) the supply of technical personnel to operate equipment owned or controlled by you ("Technician Services")

These services are jointly the "Figureight Services". Except where otherwise specified, these terms and conditions apply equally to all Figureight Services.

3. Rights

The audio, visual, lighting, theming and presentation equipment supplied by Figureight (the "Equipment"), other than consumables (such as tape, paper, marker pens etc) that you may purchase from Figureight, remains at all times the property of Figureight. The Equipment is to be used only for the single purpose expressly made known to Figureight when you rented it. If the Equipment is used for another purpose, Figureight does not accept responsibility for any damage or loss caused by or to the Equipment being not fit for the purpose for which You used it and Figureight reserves the right to make such further changes as may be reasonable having regard to the nature of that purpose.

4. Inspection of Equipment - Equipment Hire

4.1 You agree that prior to use, you are satisfied that You understand the proper uses for which the Equipment is designed and the safe operation of such Equipment.

4.2 You acknowledge that you have not relied upon the skill or judgment of Figureight in entering into this contract.

5. Payment

5.1 You will pay the fee for the applicable Figureight Services at the rate and in the manner specified on a Figureight Document or the invoice (the "Fee") for the period that the Equipment is taken from the premises of Figureight until all of the Equipment is returned to Figureight or from the date that the Equipment is supplied by Figureight to you until the time that the Equipment is collected by Figureight. Fees are subject always to clauses 6 (Loss or Damage), 8 (Late Returns) and 11 (Compensation) as applicable.

5.2 Any discounts offered are applicable to the rental of Figureight Equipment only. Discounts are not applicable to any Equipment procured by Figureight from an external supplier. Discounts are subject to timely payment of your Fee. If the entire Fee is not received within terms agreed upon by Figureight or as otherwise agreed, then the discount will cease and rental charges at the full rate will apply.

5.3 If a credit facility has not been established with Figureight, then full payment will be required prior to the commencement of the rental. Full payment can be made by credit card, cash, or company cheque.

6. Loss or Damage - Equipment Hire

6.1 You are at all times during the rental period solely responsible for the safekeeping, storage and handling of the Equipment.

6.2 You are liable to Figureight for negligent damage or loss of Equipment, however caused, during the period of rental, whether or not you own or control the premises at which the Equipment was used or stored. You agree to pay the full repair costs deemed necessary by Figureight unless, in the opinion of Figureight, the Equipment is unable to be repaired or repairs are more costly than replacement. In that case clause 11 (Compensation) will apply as if the Equipment had been stolen or lost.

6.3 The cost of repair or replacement, as the case may be, and any charges payable pursuant to this clause 6 (Loss or Damage) or clause 11 (Compensation) may be deducted from your security deposit and you will pay the excess to Figureight within 5 days of receipt of invoice.

6.4 You will also pay to Figureight a sum equal to the rental charges which Figureight could have obtained for the period during which the Equipment is unable to be used ("Lost Rental Fee"). Such charges apply from the date of commencement of the rental of the Equipment damaged or injured to the date of receipt by Figureight of payment of repair charges pursuant to clause 6.2 or replacement costs in accordance with clause 11(Compensation) and any incidental charges less any rental charges actually received by Figureight. This amount is payable within 5 days of receipt of invoice.

7. Breakdown - Equipment Hire

7.1 You will notify Figureight immediately upon becoming aware of any Equipment shortage or malfunction.

7.2 You will not interfere in any way with any part of the Equipment nor have any repairs effected by any person other than an employee of Figureight except with the permission of Figureight.

8. Late Returns - Equipment Hire

You agree to return the Equipment by no later than 10am (or to make available for collection by Figureight, as the case may be, by 7am) on the Return Date specified on your Figureight Document, unless otherwise agreed. If the Equipment is not returned on time, you will pay additional rental charges at the daily rate specified from the due date to the date when the Equipment is returned to, or collected by Figureight, subject always to clauses 6 (Loss or Damage) or 11 (Compensation) as applicable.

9. Recovery of Equipment

If you do not return the Equipment at the end of the term of rental, or if you fail to pay any rental charges within the terms of payment, You hereby irrevocably authorise Figureight or its representatives to enter the premises at which the Equipment is held, without notice, to retake possession of the Equipment. This authority is without prejudice to the rights of Figureight to recover from You any monies due hereunder for damages or breach.

10. Indemnity

10.1 You hereby fully indemnify and keep indemnified, Figureight its directors, employees and representatives in respect of all liability for personal injuries, property damages and any accident, loss or claim that may be caused by or contributed to by, or arise out of the use, operation or handling of the Equipment during the term of rental.

10.2 Figureight will be under no liability to you for any loss (including but not limited to loss) or damage to persons or property or death or injury caused by an act or omission by Figureight, its servants or agents, or any other person in any way related to or arising out of the supply or non-supply or performance of anything or any service provided for or contemplated by or in pursuance of this agreement (including negligent acts or omissions).

11. Compensation

11.1 If Equipment is stolen or lost (by any means whatsoever), whether or not you have been negligent, You will:

- (a) immediately notify Figureight and the Police of the theft or loss;
- (b) pay to Figureight the cost of replacing the Equipment stolen or lost, subject to clause 11.2.

11.2 If Figureight is unable, after making reasonable enquiries in the trade around Australia, to purchase Equipment of an equivalent model, standard and condition to the stolen or lost Equipment or to purchase new equipment of the same make and model, then you will pay Figureight on demand the cost of purchasing new Equipment which most nearly equals the performance of, and is of similar quality and function to, the stolen or lost Equipment plus all incidental charges actually incurred by Figureight including the cost of altering the Equipment to fit peripheral equipment and to comply with standard protections.

12. Equipment leaving Australia

12.1 You will not take Equipment outside Australia without the prior written consent of Figureight.

12.2 You 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 electrical supplies are available.

12.3 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 you for or against rental charges.

13. **Insurance.** You are liable for all damage, loss or theft of the Equipment while it is in your possession.

14. **Substitution.** Figureight reserves the right to substitute suitable alternative Equipment to that reserved by you at any time prior to or during the period of rental.

15. Production Services and Technician Services

15.1 The minimum call-out period for Figureight Technician Services is 4 hours. Engagements for periods shorter than 4 hours will be charged for 4 hours.

15.2 Regular Rest Periods - Where you engage the services of Figureight personnel to set up and/or operate Equipment, the personnel must be permitted:

- (a) a break of no less than 30 minutes for every 5 hours of service provided; and
- (b) No less than a 45 minute meal break at breakfast, lunch and dinner. However if the relevant statutory provisions are more favourable then those provisions will apply.

15.3 You will provide a safe working environment, and protective equipment when required, for Figureight personnel and will at all times observe all applicable statutory Occupational Health and Safety standards.

16. Using Non-Figureight Equipment.

Figureight technical operators are skilled in the operation of Figureight equipment. Figureight cannot be held responsible for any breakdowns or incompatibilities of Equipment provided by you. No responsibility will be taken by Figureight for the security and/or safekeeping of any non-Figureight equipment, and Figureight will not be liable for any loss or damage, by any means.

17. Extra Equipment

Once Equipment has left Figureight premises, any additional equipment ordered by You shall be charged as an additional item and is subject to an additional delivery charge, determined by geographical location.

18. **Short-Notice Orders.** Equipment and/or Services required at less than 4 hours notice will be subject to a short-notice fee of \$100.00 or 10% of the total fee. 19. After-Hours Services Equipment and/or Services ordered after 7pm and before 7am weekdays and on weekends and required to be delivered within that time will be subject to a Call Out fee of \$100.00 or 10% of the total fee.

19. **Force Majeure** - In the events of a force majeure (including but not limited to fire, casualty, accident, riot, war or other attacks, act of God, strike, lock-out or labour conditions), which prevent the event, then You shall pay all amounts including deposits, cancellation fees and other liabilities incurred by Figureight.

20. Cancellation

20.1 Cancellations and/or charges must be advised in writing.

- (a) Any Equipment and/or Services cancelled upon or after collection from Figureight or delivery by Figureight will incur a charge of 100% of the Fee.
- (b) Any Equipment that has been procured from an external supplier by Figureight shall be charged at 100% of the Fee.
- (c) Any Equipment and/or Services cancelled between 3 to 15 days in advance of delivery or collection date will incur a charge of 25% of the Fee.
- (d) Any Equipment and/or Services cancelled up to 48 hours in advance of delivery or collection date will incur a charge of 50% of the Fee.
- (e) Any Equipment and/or Services cancelled up to 36 hours in advance of delivery or collection date will incur a charge of 100% of the Fee.

20.2 Any Technician Services cancelled within 24 hours of commencement of those services will incur a 4 hour callout Fee.

20.3 Figureight reserves the right (without financial loss) to cancel production services if weather or any other working condition is deemed likely to endanger equipment or personnel.

22. Miscellaneous

22.1 You acknowledge that all on-site expenses such as Parking, Equipment Hire, Venue Damages will be invoiced to You as event costs.

22.2 Figureight makes no guarantees that Your media will be read on Figureight's players. Figureight strongly advises that backups be provided of all media to be used.

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