

Crystal Clear Hire Terms and Conditions

In addition to the Crystal Clear General Terms and Conditions located at www.crystalclear.net.au (document number K2111098-001) the following Terms and Conditions will also apply for any Hire related services;

1.0 HIRE CONTRACT CONDITIONS

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Crystal Clear IT Business Services and the Customer in writing. Crystal Clear IT Business Services agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment the Customer must complete and sign (or otherwise accept in the manner required by Crystal Clear IT Business Services) a Hire Schedule and such other documents as Crystal Clear IT Business Services may require. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between Crystal Clear IT Business Services and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. Crystal Clear IT Business Services may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.

Amendment: These Hire Contract Conditions may be changed by Crystal Clear IT Business Services from time to time by Crystal Clear IT Business Services giving notice of the amendment to the Customer. Notice is deemed given (whether or not actually received) when Crystal Clear IT Business Services does any of the following: (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer; (b) publishes the amended terms on its website www.Crystal Clear IT Business Services.com.au; or (c) displays the amended terms at premises from which Crystal Clear IT Business Services conducts hire operations. Changes to these hire Contract Conditions will only apply to Hire Schedules entered into after the change occurs.

1.1 DEFINITIONS

Interpretation of Words in Hire Contract;

Commencement	means the date when the customer takes possession of the equipment.
Equipment	means any kind of equipment, LED Screens, LED Trailers, Media Players, Stands, Cables etc.
Hire Charge	means the amounts shown on the Hire Charge Schedule and Hire Invoice payable by the customer to hire the equipment.
Hire Period	means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may be extended for additional periods if agreed to by Crystal Clear IT Business Services and the customer. Crystal Clear IT Business Services may issue and require the Customer to sign an amended Hire Schedule for any extension of the Hire Period.
Hire Schedule	means a document which Crystal Clear IT Business Services may require the Customer to sign (or accept in a way Crystal Clear IT Business Services requires) including particulars of the Equipment and the Hire Period and such other information as Crystal Clear IT Business Services may decide to require. Crystal Clear IT Business Services – The company or companies listed on the Hire Schedule.
Remote Area	means any location which is more than 50km from a Crystal Clear IT Business Services branch from where the equipment is hired.

1.2 **CRYSTAL CLEAR IT BUSINESS SERVICES OBLIGATIONS**

Crystal Clear IT Business Services will:

- 1.3 Allow the Customer to take and use the Equipment for the Hire Period;
- 1.4 Provide the Equipment to the Customer clean and in good working order;
- 1.5 Collect the Equipment within 5 days of being requested to do so by the customer.

2.0 **OBLIGATIONS OF THE CUSTOMER**

The Customer must:

- 2.1 Allow Crystal Clear IT Business Services to pick up the equipment when it is due back;
- 2.2 Return the Equipment to Crystal Clear IT Business Services clean and in good condition;
- 2.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 2.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Crystal Clear IT Business Services or posted on the Equipment; In the event that You instruct Us to place the Electronic Traffic Control Equipment, you warrant that you will provide Us with all information relevant and available for the safe placement of the Electronic Traffic Control Equipment. You are liable for and indemnify Crystal Clear IT Business Services against all liability, claims, damage, costs and expenses arising from the placement and operation of LED Trailers and LED Screens. You agree that you will not use LED Trailers or LED Screens for advertising or marketing purposes where such use contravenes any laws, government or local council regulations. You are liable for any fines that may be issued from any incorrect use or placement of the equipment.
- 2.5 Indemnify Crystal Clear IT Business Services for all injury and/or damage caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;
- 2.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorized;
- 2.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;
- 2.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;
- 2.9 Indemnify Crystal Clear IT Business Services in respect of any injury and/or damage caused by items falling from any LED Trailer or LED Hire Screen and Mobile Stand operated by or on behalf of the Customer;
- 2.10 Operate the Equipment with an adequate power source;
- 2.11 Report and provide full details to Crystal Clear IT Business Services of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.

The Customer must NOT;

- 2.12 Tamper with, damage or repair the Equipment;
- 2.13 Lose or part with possession of the Equipment;
- 2.14 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;
- 2.15 Allow any person to relocate LED Trailers or LED Hire Screens. The customer must contact Crystal Clear IT Business Services if relocation of equipment is required

- 2.16 **Payments by the Customer to Crystal Clear IT Business Services**
- 2.17 On or before Commencement (or as otherwise specifically agreed with Crystal Clear IT Business Services), the Customer will pay the Hire Charge.
- 2.18 Immediately on request by Crystal Clear IT Business Services, the Customer will pay:
- (a) the new list price of any Equipment which is for whatever reason not returned to Crystal Clear IT Business Services.
(NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment),
 - (b) all costs incurred in cleaning the Equipment;
 - (c) the full cost of repairing any damage to the Equipment caused or contributed to by the Customer, unless expressly agreed otherwise in this Contract;
 - (d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Customer's use of the Equipment;
 - (e) all costs incurred by Crystal Clear IT Business Services in delivering and recovering possession of the Equipment;
 - (f) a late payment fee calculated daily at 2% per month on all amounts owing by the Customer not paid on time.