

Terms of Service

DEFINITIONS

- “Agreement” means these terms and conditions.
- “GSL Melbourne” or “GSL” means ‘GSL Melbourne PTY LTD (ABN 54 672 951 281).
- “Hirer” means the company/partnership/sole trader who is hiring Equipment.
- “I”, “We”, “Us”, “Our” means GSL Melbourne.
- “You”, “Your” means the Hirer.
- “Equipment” means audio visual and rigging equipment and any other goods as agreed to be supplied for hire by GSL Melbourne and are as described on the invoice, quotation, work authorisation or any other forms as provided by GSL Melbourne.
- “PPSA” means the Personal Property Securities Act 2009 (Cth) and related regulations.

AGREEMENT

- 1.1 This Agreement forms part of the agreement between GSL Melbourne and the Hirer.
- 1.2 This Agreement becomes operative upon the signing and/or acceptance of our quotation and if no quotation, acceptance of our invoice.
- 1.3 Where more than one Hirer has entered into this Agreement the Hirers shall be jointly and severally liable for all obligations.

PAYMENT TERMS

- 2.1 Deposits are payable within 7 days of an invoice being issued unless otherwise specified on the invoice or quotation.
- 2.2 Payments shall be made 7 days prior to the commencement of the booking unless otherwise specified on the invoice or quotation.
- 2.3 Quotations are valid for up to 30 days. We reserve the right to re-quote any booking if production or logistic circumstances change.

PROVISION OF INFORMATION

- 3.1 You agree to provide us with all necessary and applicable information when requested to enable us to perform our duties in accordance with this Agreement including but not limited to delivery location and preferred time, details of the event and the event space, power supplies, floor plans, running sheets, prior warning of stairs, availability of loaders (where applicable) and any other information which we may require.
- 3.2 You agree to allow us to inspect the premises/event space prior to the commencement of the booking in order that we can decide the suitability and type of Equipment required and you will provide us access.
- 3.3 If we determine that the information provided by the client is insufficient for the successful completion of the event, and additional equipment or staff is required, we will make reasonable efforts to make arrangements. However, we cannot guarantee the successful provision of additional equipment or staff.

OWNERSHIP OF EQUIPMENT & INTELLECTUAL PROPERTY

- 4.1 You acknowledge that ownership and/or title to the Equipment belongs to us at all times.
- 4.2 All of our intellectual property rights in and relating to Equipment remain our property and are not to be disclosed to any other person without our written consent.
- 4.3 All intellectual property rights in all quotes, proposals, ideas, diagrams, information, resources, files, documents, designs and materials remain our property and are not to be disclosed to any other person without our written consent.
- 4.4 You hereby assign to us all your present and future right title and interest in any intellectual property or otherwise arising from or in connection with this Agreement.

DELIVERY AND LOADING

- 5.1 Where we agree to attend to deliver, move, load and/or access Equipment, you are to ensure that loading access is made available to us free of obstructions.
- 5.2 Additional charges may apply if we and/or our contractors are required to load Equipment up/down stairs or to locations which are difficult to access of which you have not previously advised us.

COLLECTION & RETURN OF EQUIPMENT

- 6.1 Where delivery of Equipment has not been booked, failure to pick up Equipment from us by the end of the first day of the booking will be considered a ‘no-show’ and will result in cancellation of the booking and will incur a charge of the full fee of the booking.
- 6.2 Should you fail to return Equipment at the end of the booking, additional reasonable hire charges will apply until the Equipment is returned.
- 6.3 Should you fail to return Equipment within seven (7) days of the end of the booking, you are liable to pay us the full replacement value of the Equipment in order that we can have the Equipment replaced and you are liable to pay us lost rental that would have applied to that Equipment until such time that we are able to hire the Equipment out again.
- 6.4 No refund will be given for the early return of Equipment.

USE OF EQUIPMENT

- 7.1 You use the Equipment at your own risk and must:
 - (a) decide the suitability of the Equipment for the purpose required and obtain any permits, licenses, and the like which are required to use the Equipment.
 - (b) take reasonable care and use Equipment in a skilful and proper manner and only for the purpose for which the Equipment was designed and in accordance with the manufacturer’s guidelines and recommendations.
 - (c) ensure that safe loading, securing and transportation of Equipment is in accordance with all laws, manufacturer’s guidelines and as may be directed by us.
 - (d) use Equipment in a manner so as not to cause injury to any person.
 - (e) not damage or permit others to damage Equipment.

(f) not lose or steal or permit others to lose or steal Equipment and you hereby agree that you will provide adequate and appropriate security measures to ensure Equipment is not lost or stolen, especially if kept overnight unattended and/or kept outdoors.

(g) clean and maintain Equipment in good order, repair and condition and not remove any labels and/or interfere with Equipment and it is agreed that if Equipment is returned in a dirty condition, a \$50 cleaning fee per hour applies.

(h) Unless otherwise agreed, not allow nor authorise any other person or entity to use, re-hire, sub-hire or have possession of Equipment and you shall keep Equipment in your possession and control at all times and not remove Equipment from the event location and at our request, advise us of the location of Equipment and permit us to inspect and procure us access.

7.2 We will not be liable for Equipment which has not been stored or used or transported in accordance with this Agreement.

LOSS, THEFT & DAMAGE

8.1 If Equipment is lost, stolen or damaged, you shall pay the rental in full up to and including the date you notify us of such loss, theft or damage.

8.2 In addition, you shall pay and be liable for:

- (a) any costs associating with repairing the Equipment; and
- (b) if repair is not economic in our opinion, the replacement cost of the Equipment or if it is not reasonably available, a like substitute; and (c) the lost rental that would have applied to that Equipment until such time that we are able to hire the Equipment out again.

DEFECTS

9.1 If upon receipt of Equipment or Services, you assert it was defective, damaged, or failed to comply with the description (Defect), then you must notify us of the Defect immediately and no later than within 6 hours of receipt of the Equipment and within 24 hours for Services. Failure to do so may result in discounts not applying.

9.2 You must not continue to use Equipment which contains a Defect.

9.3 If you fail to comply with these provisions the Equipment shall be presumed to be free from any Defect.

9.4 Where we have agreed in writing that Equipment contains a Defect, we will endeavour to supply replacement Equipment however if not available, we will endeavour to offer a similar kind of Equipment, however if not available we will provide a refund of the hire fee for the Equipment which contained a Defect in full satisfaction of our obligations to you. Refunds for delivery fees are at our discretion.

CANCELLATION POLICY

10.1 Bookings are payable at the time specified in our quotation and if no quotation, as specified in our invoice and if not otherwise specified as specified in clause 2 herein. Cancellations after this point will be charged:

- (a) 100% of full rate if cancelled later than 72 hours prior to the booking start time or anytime after the booking start time.
- (b) 50% of full rate if cancelled later than 7 days prior to the booking start time.

10.2 In addition, you acknowledge that we may incur out of pocket costs attributable to your booking, for example flights/accommodation/pre- arranged transport and you are liable for any such out of pocket costs attributable to your booking to the extent that we are unable to recover such costs from our service provider(s).

10.3 All weekend booking start times are considered to be the preceding Friday at 2:00pm.

10.4 Refunds for delivery fees are at our discretion.

10.5 We may cancel a booking or individual component(s) of a booking by giving you written notice. Save for as otherwise specified herein, on giving such notice we will repay to you any sums paid in respect of the invoice. For clarity, we will not repay to you any sums paid in respect of the invoice if our cancellation is due to a Force Majeure event as defined in this Agreement. We shall not be liable for any loss or damage whatsoever arising suffered by you as a result of our cancellation.

SOUND PRESSURE LEVELS

11.1 You agree and acknowledge that operation of Equipment at certain sound pressure levels and for certain lengths of time may cause hearing damage and/or injury to people in the vicinity of the Equipment and you agree to take all reasonably practicable steps to not cause Equipment to be operated so as to cause injury to any person within the vicinity of Equipment (including our staff) and you will implement appropriate personal protective measures.

11.2 In addition, you must ensure that sound pressure levels do not exceed the lower of maximum noise volume/time limits as may be advised by us, the venue and as set by the relevant local or governmental authority or similar body for the event or generally for that location.

11.3 You acknowledge that the Equipment is capable of reaching excessive sound pressure levels and if you energise and/or connect Equipment to excessive sound pressure levels, or instruct us to do so, we are not in any way liable for any losses, costs and claims whatsoever arising.

POWER CONNECTIONS

12.1 You acknowledge that industry standards regarding power connections is to not exceed 240V AC 50HZ and that you, your employees and contractors will abide by such standards or as otherwise set by the industry and you will require all general-purpose electrical outlets (including 15A and 20A single phase socket outlets arranged as GPO's) to be protected by a current operated earth leakage circuit breaker.

12.2 We reserve the right to refuse to connect and/or energise Equipment if we consider the situation is unsuitable or unsafe. By energising or connecting Equipment or agreeing that you do so, we do not warrant or represent that it is suitable or safe to do so.

TEST & TAGGING

13.1 All Equipment supplied is tested and tagged by qualified personnel.

13.2 If it is a long-term hire or the hire is extended beyond the original return date, you are responsible for keeping the testing and tagging of Equipment up to date.

CONSUMABLE ITEMS

14.1 Consumables (batteries & tape) are not provided unless quoted. Batteries are sold in denominations of four and may be returned if not used and will be refunded if returned in the original packaging.

OCCUPATIONAL HEALTH & SAFETY

15.1 If our staff are attending your premises for any reason including for the purpose of delivery, installing, setting up or operating Equipment, you must ensure that at all times you utilise safety systems that conform to current legislation, regulations and codes of practice and provide a safe work place at all times to our staff and contractors, including ten-hour breaks between shifts, regular meal breaks and other such means of alleviating injuries caused by fatigue and will consult with us in relation to any work, health and safety issues in accordance with applicable legislation, regulations and codes of practice.

15.2 If at any time we feel that our staff are or will be unsafe while at your premises/event, we may immediately suspend your booking, cancel your booking and repossess our Equipment and we shall not be liable for any loss or damage whatsoever arising suffered as a result of such suspension, cancellation and/or repossession and the cancellation policy will apply as if you cancelled the booking.

INSURANCE

16.1 You agree and acknowledge that you will effect your own insurance with respect to the Equipment with a responsible, respectable and solvent insurance company for the period of hire and for all times the Equipment is in your possession and/control covering the Equipment as 'new for old' value or as otherwise advised by us and upon our request provide us with a copy of the certificate of currency.

16.2 You agree to pay all insurances, carnet fees, freight, transport and storage of the Equipment unless otherwise specified.

16.3 If our staff are attending your premises for any reason including for the purposes of delivery, installing, setting up and/or operating Equipment:

(a) You must effect and maintain insurance with a responsible, respectable and solvent insurance company covering workers compensation to the maximum amount required by law; public liability insurance of at least \$20,000,000 in respect of any one event; the indemnities given by you as per this Agreement; and any loss or destruction of or damage to Equipment.

(b) At our request you must promptly provide us with a copy of all insurance policies and certificate of currency.

(c) You must ensure that all contractors engaged by you hold full comprehensive insurance covering workers compensation to the maximum amount required by law, public liability insurance of at least \$20,000,000 in respect of any one event, any loss or destruction of or damage to Equipment and in relation to liability arising in connection with services being supplied by that contractor.

DEFAULT

17.1 If you are in any way in default of the terms of this Agreement, we may immediately suspend your booking, cancel your booking and/or repossess any Equipment in your possession or control and we shall not be liable for any loss or damage whatsoever arising suffered as a result of such suspension, cancellation and repossession.

INDEMNITY

18.1 You hereby indemnify and hold us harmless against all losses, costs and claims arising from your breach of this Agreement.

18.2 We bear no liability for any claims, damage or injury to you or any other person caused by any failure in Equipment or from damage suffered in connection with use of Equipment or being within the vicinity of Equipment and you indemnify and hold us harmless with respect to any such claims, damage or injury.

18.3 The person accepting this Agreement for and on behalf of the Hirer hereby warrants that they have the Hirer's authority to enter into this Agreement on the Hirer's behalf and grant security interests in connection with it and is empowered to bind the Hirer and hereby indemnifies us and holds us harmless against all losses, costs and claims we incur arising out of the person so accepting this Agreement not in fact having such power or authority.

PERSONAL PROPERTY & SECURITY REGISTER

19.1 You acknowledge and agree that this Agreement may create a security interest in the Equipment as collators for which you are the grantor and we are the secured party.

CONFIDENTIALITY

20.1 For the purposes of section 275(6) of the PPSA and generally the parties agree and undertake that this Agreement and any information pertaining to the hire of Equipment and details of Equipment shall be kept confidential at all times. Neither party may disclose any information pertaining to this Agreement, except as otherwise required by law or that is already in the public domain.

FORCE MAJEURE

21.1 If by reason directly or indirectly of industrial disturbances, strikes, labour disputes, shortage of suitable constituents material, labour, transportation, accidents, disease, weather events, government restrictions (including in response to COVID-19), epidemics (including COVID-19) or any other cause of whatsoever nature beyond our control, we are unable to perform in whole or in part our obligations herein (Force Majeure), then we shall be relieved of these obligations, to the extent that we are unable to perform and such inability to perform so caused shall not make us liable to you or any other person in any way whatsoever.

GST

22.1 You must pay the GST which applies to the supply of any Equipment or Service.

PROVISION OF SERVICES

23.1 In addition to hiring equipment, the Hirer may request services such as Audio Visual technician and Event Management from GSL Melbourne.

23.2 The Hirer agrees to provide all necessary documents, including but not limited to running sheets, lighting cue sheets, scripts, as well as audio recordings and visual aides such as images or videos, prior to the event to ensure the successful provision of these services by GSL Melbourne.

SERVICE PROVIDER SUPPORT

24.1 In the event that the Hirer requires additional services beyond equipment hire, GSL Melbourne may provide technical support, setup, or operation of the equipment during the event.

24.2 The Hirer agrees to provide GSL Melbourne with all necessary information and access to the event space to enable the successful provision of these services.

24.3 GSL Melbourne will make reasonable efforts to ensure the smooth operation of the equipment and technical support during the event, provided that all necessary information and access is provided by the Hirer."

EXTENSION OF SERVICES

25.1 If the Hirer requires the services of GSL Melbourne beyond the originally booked time, they must provide notice to GSL Melbourne as soon as possible.

25.2 GSL Melbourne reserves the right to approve or deny the extension of services based on availability and logistical considerations.

25.3 If the extension of services is approved, the additional charges for the extended services will be communicated to the Hirer and must be paid in accordance with the payment terms outlined in this Agreement.

25.4 Failure to provide timely notice for an extension of services may result in GSL Melbourne being unable to accommodate the request.

JURISDICTION

26.1 The parties shall be bound by the laws of the state of Victoria in relation to all matters arising from this Agreement and the parties agree to submit to the non-exclusive jurisdiction of the court of Victoria and that any legal proceedings may be heard in these Courts.

INTERPRETATION

27.1 This Agreement must be interpreted so that it complies with all laws applicable in Victoria including the Australian Consumer Law. If any clause does not comply with any law, then the clause must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Agreement.

THE FOLLOWING PROVISIONS APPLY WHERE CREDIT TERMS ARE OFFERED, OR EVENT SERVICES ARE PAID USING PURCHASE ORDER OR DIRECT BANK TRANSFER:

CREDIT TERMS

28.1 In the event of non-payment of all or part of an invoice by the due date, we may charge interest on any overdue amounts at the rate of 5.5% per month compounding, or part thereof backdated to the date of the invoice due date.

28.2 You must pay the full amount of any invoices, however you may take advantage of any settlement discount offered only if payment in full takes place within the terms specified on the invoice, and no other invoice amounts are outstanding beyond their dates at that time.

RIGHT TO CANCEL

29.1 In the event you are in debt to us exceeding our credit terms, we reserve the right to; not supply Equipment; cancel bookings; and recover all Equipment from you.

CREDIT POLICY CONDITIONS

30.1 From time to time we may review your credit account without notice.

30.2 Credit account facilities may be withdrawn at any time at our discretion without prior notice being given.

SIGNATORY LIABLE

31.1 The signatory warrants it has authority to enter into this Agreement and further agrees that it is personally liable and guarantees all your obligations under this Agreement. The guarantee is in addition to and does not derogate from any other guarantee provided.

DISCLOSURE OF INFORMATION

32.1 We may disclose information in your credit application and any payment default in excess of 50 days to a credit reporting agency in accordance with the Privacy Act and may obtain a report regarding the applicant's credit worthiness from a credit reporting agency or any credit provider named on the application or disclosed by a credit reporting agency.

BUSINESS PURPOSES

33.1 You acknowledge that any credit provided to you under these this Agreement shall be provided wholly or predominantly for business purposes.