

**PROP-A-GANDA Props, Costumes & Ideas P/L**  
**Full Terms and Conditions of Hire**

**Ignitions:** Wherever used herein;

“The Owner” refers to Prop-A-Ganda Props, Costumes & Ideas Pty Ltd. “The Hirer” refers to the client whose name and address appear on the reverse side of this document or the invoice issued. “The Rented Items’ shall mean the Props and or Wardrobe and or Accessories specified on the reverse side of this document or invoice issued.

**Period of Hire:** The period shall be minimum of 1 week (7 days) or the period stated on the reverse of this document or on the invoice issued. Hire charges commence from the time items leave the Owner’s premises and terminate when the items are returned to the Owners premises and accepted by the Owner.

**Extensions/Cancellations:** To avoid inconvenience to other hirers, any extension of hire must be arranged prior to the termination of the original specified period of hire. In the event of late returns, the Hirer shall compensate the Owner for any costs and/or losses of business resulting from the non-availability of the rented items. If the Hirer cancels or varies any agreement to the hire of the rented items the Owner may, at its discretion be entitled to be compensated for any loss which the owner may suffer as a result of any cancellation or variation of the rented items.

**Pick-Up and Return:** Pick-Up and return of all rented items is the Hirer’s responsibility, from the Owner’s address –  
Props Store and Wardrobe Department, 149 Osborne Ave, Clayton south, VIC 3146

**Terms of Payment:** The Hirer shall pay the rental fee as applicable within seven (7) days of the items **being hired or returned** unless otherwise agreed in writing

**Hirer’s Responsibility:** In the event that the rented items do not operate properly, the Hirer shall notify the Owner and request instructions before taking any action. The Owner may, at its option and for such length of time as it deems expedient replace the rented items with other goods of such type or model as shall for the time be available and the rented items to be substituted shall be subject to these conditions.

**Insurance:** Insurance for full replacement value of the rented items is the responsibility of the Hirer.

**Loss or Damage to Rented Items:** The Hirer is responsible for the safe keeping of the rented items and shall bear the risk of any loss, theft, damage or destruction of equipment. In the event that the rented items require repair or replacement as a result of the Hirer’s negligence, misuse or abuse the Hirer shall bear the cost of any such repair. The Hirer shall forthwith pay to the Owner the new replacement cost as assessed by the Owner of the rented items which are lost stolen, destroyed or damaged beyond repair.

**Care of Rented Items:** Without prior consent in writing from the Owner, ALL rented items are to be used as intended in a skilful and proper manner and shall not be used for stunt work, or any abnormal or hazardous assignment. The rented items shall not be left unattended. The Hirer shall protect the rented items and take all precautions for their safety and proper protection.

**Warranties by the Hirer:** The Hirer hereby warrants that in the hire of the rented items he/she has relied on his/her own skill and judgement and that he/she will not assign, transfer or sublet his right

under this agreement, nor pledge, mortgage or encumber the rented items and will not subject or permit the same to be subjected to any items, charge or encumbrance.

**Indemnity:** The Hirer hereby indemnifies and keeps indemnified the Owner, its agents and employees from liability for any and all losses, damages, injuries, claims, demands and expenses, including legal expenses of whatsoever kind or nature arising out of the use of/or condition (including, without limitation, latent and other defects, whether or not discoverable by the Owner) of the rented items.

**No liability on Owner:** The Owner shall not be liable for any loss or damage caused by the rented items, whether to the hirer or its property, or to any other person, firm or corporation, nor shall the Owner be liable for any delay or failure there of or for any interruption or use of the same or loss resulting there from. In the event that the equipment does not function as warranted or in the event of any breach by the Owner of the agreement then to the extent permitted by law, the Owner's liability (if any) shall be restricted to the amount of the rental for the duration of the rental period in which the breach occurs and the Owner shall not be liable for any other item of so call consequential loss.

**Negotiation of Warranties by Owner:** It is hereby expressly agreed by the Hirer that all other items, warranties or condition, whether expressed or implied by statutory instrument, custom of the trade or practice, or whether relating to the quality, fitness of suitability of the rented items for any specified purpose or of any other kind whatsoever are to the full extent allowable by law hereby excluded and negated.

**Warranty by the Owner:** The Owner warrants that each items of equipment hired is of merchantable quality and reasonably fit for the purpose for which is was designed. The Hirer acknowledges that he/she has not relied upon any statement by the Owner in respect of the Hirer's purpose for the utilisation of equipment and that the Owner is not responsible or liable for the failure of the rented item to perform the purpose intended by the Hirer.

**Hirer's Default:** If the Hirer is in breach of these terms, the Owner shall be entitled to treat the agreement as breached and repudiated by the Hirer and with or without notice terminate this agreement hereupon the Hirer shall immediately return the rented items to the Owner and failing such return the Owner may repossess the rented items and the Hirer is responsible and obligated to pay rental until the rented items are returned to the Owner. The Owner shall be entitled to recover from the Hirer all damages to which it is entitled by reason of the Hirer's breach or repudiation of this agreement including without limiting the foregoing, the balance of the rental payable.

**Electrical Items:** All electrical items even those 'Tagged' by the Owner and are hired by the Hirer should be checked by an independent qualified electrician before their intended use. **Electrical items are hired as props only and not for use in manufacture, construction or DIY.**

**Apro of Props/Wardrobe:** If a Prop/Wardrobe hired from Prop-A-Ganda is returned due to any unforeseen fault or sizing issue, this must occur within 3 days unless Prop-A-Ganda is notified. No charge will apply and the same shall apply if a Prop/Wardrobe item is hired and returned within 3 days due to ascetically or dislike to the Prop/Wardrobe items by the Hirer. Otherwise a full week of seven (7) days will apply after 3 days has passed.