



## TERMS & CONDITIONS

### Application of Terms and Conditions

These Terms and Conditions govern the supply of any audio-visual, event production or other services including hire of equipment and other items by Sinewave Production as a service provider to our customer.

Any use Sinewave Production services by you constitutes acceptance of these Terms and Conditions.

### Definitions

1.1 In these terms and conditions unless the contrary intention appears these definitions apply:

- (a) Business Day means any day in New South Wales except a Saturday, Sunday or a Public Holiday.
- b) Corporations Act means the Corporations Act 2001 (Cth) as amended from time to time.
- (c) Cost Estimate means the document describing the Services and or Equipment to be provided by Sinewave.
- (d) Equipment means all equipment and peripherals listed in the Cost Estimate including all associated components not listed.
- (e) Event means the event specified in the Costs Estimate.
- (f) Fees mean the fees and charges for the hire of Equipment and Staff specified in the Cost Estimate.
- (g) GST means any goods and services tax, value added tax or other like tax.
- (h) GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (i) Location means the location of the Event specified in the Cost Estimate.
- (j) Sinewave, we, us means the Sinewave Pty Ltd
- (k) Security Deposit means the deposit specified in the Cost Estimate.
- (l) Services means delivery and or set-up and or operation and or return of Equipment.
- (m) Personnel mean the number of Sinewave Staff specific in the Cost Estimate.
- (n) Term means the term specified in the Cost Estimate.
- (o) You means the client specified in the Cost Estimate.
- (p) Your Order means your request for Equipment hire and / or Services.

### Contract

3.1 We will give you a written estimate of our proposed charges for any services requested. Services are subject to availability. You must notify us in writing if you accept the Estimate within 5 working days, or the services and our estimated charges are subject to change and we may provide a revised Estimate at our option.

- (a) You may send us Your Order by email or phone.
- (b) Sinewave will provide You with a Cost Estimate in response to Your Order confirming availability (or otherwise) of the Services and or Equipment to be supplied to You and stating the fees that apply. We will also provide You with a set of these terms and conditions.
- (c) The Cost Estimate is open for acceptance within the period stated, however if no such period is stated then within 5 days of the date of the Cost Estimate being provided to You.
- (d) The contract between us will be formed when You accept the Cost Estimate which includes these terms and conditions ("the Contract").
- (e) The Cost Estimate is deemed to be accepted by You when any of the following occur:
  - (i) You advise us in writing, email or fax that you accept the Cost Estimate or
  - (ii) You use the Equipment or
  - (iv) You use the Services.
- (f) These terms and conditions shall prevail over all other conditions, (including Your Order and or confirmation conditions) and will only be waived or amended if we agree to the changes in writing.
- (g) If you are entering into this Contract on behalf of a business or organisation you confirm that you have the necessary authority to enter this Contract on behalf of that business or organisation, and that you indemnify us against all losses and expense which may be incurred if this is not the case.
- (h) Sinewave reserves the right to decline some or all of Your Order, for any reason.

### Privacy

Any personal information received by Sinewave within the meaning of the Privacy Act 1988. The purpose of which information is collected is to enable us to consider your requests and communicate with you, provide the services and our interests and equipment.

## Payment

(a) At our discretion we may allow payment of the Fees to be within a 7, 14 or 30 day time frame which we will nominate in the Cost Estimate.

(b) Sinewave accepts payment by cash, credit card, cheque or via Bank transfer. Surcharges may apply, which are disclosed in the Cost Estimate.

(c) Where any payment is not made by the date specified in the Cost Estimate we shall be entitled to charge reasonable collection fees and interest on the outstanding amount.

(d) Any amount payable under this Agreement is exclusive of GST. We will issue You with a Tax Invoice for the payment of the Fees.

(e) If GST is or becomes payable on a Supply (as defined in the GST Law) made under or in connection with this Agreement, an additional amount is payable by the party providing Consideration for the Supply equal to the amount of GST payable on that Supply as calculated by the party making the Supply in accordance with the GST Law.

(f) Despite any other provision in these terms and conditions, if an amount payable under or in connection with these terms and conditions (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise, the amount payable must be reduced by the amount of any Input Tax Credit (as defined in the GST Law) to which that party, or a related party, is entitled in respect of that amount incurred.

## Cancellation

(a) Cancellation of the Contract may be made up to 7 days prior to the first Event date on the Cost Estimate.

(b) Cancellation of the contract inside 7 days prior to the First Event will incur all charges agreed in the contract, subject to Sinewaves discretion.

(c) You will not be entitled to cancel the Contract once the Service and or Equipment has been uplifted or delivered, unless Sinewave agree to such cancellation in writing.

(d) Sinewave reserves the right to charge cancellation fees and or out of pocket expenses already incurred relating to the cancelled contract.

### Service and Equipment Charges

You acknowledge that all Equipment remains our property at all times and that:

(e) You are responsible for any theft, loss or damage to any Equipment to the extent you or any of your servants, agents, contractors, invitees or users cause it;

(ii) You must not move any Equipment from any place we have provided it.

Any duration specified in the Estimate for the Services will be the minimum duration charged for the services. In additional Services not detailed in the Estimate (including for changes to the scope, duration or any requirements of your function or event are required to be provided then additional charges are payable by you at our standard rates for such Services and any reference to Charges includes any such additional

## Charges

(a) The Fees are specified in the Cost Estimate. The Cost Estimate will specify the date the Fees start from and the period the Fees cover.

(b) Equipment that is hired to you without Personnel will be returned by you, at your cost, at the time and to Sinewave as specified in the Cost Estimate. Equipment should be returned clean and in good working condition.

(c) You agree to reimburse Sinewave for all costs in connection with cleaning, repairing, or replacing Equipment not returned in clean and good working condition and will also be liable for Fees at the daily rate shown in the Cost Estimate for the period of such repair, cleaning or replacement.

(d) Sinewave will impose additional Fees as specified in the Cost Estimate for the period in which any item of Equipment is not available for use by our other customers because of Your breach of these terms and conditions.

(e) We may ask for a Security Deposit prior to the event day with the balance within the allowed time frame which will be specified in the Cost Estimate. Where we have taken a Security Deposit we will use the whole or part of this in order to reduce any liability you have to us in relation to the provision of the Services and or Equipment.

## Your Responsibility

(a) You will make all reasonable efforts to ensure that the Equipment is not damaged or misused during the period of hire specified on the Cost Estimate.

(b) You shall not sell or attempt to sell or otherwise dispose of the Equipment.

(c) You shall reimburse Sinewave for all costs in connection with repairing or replacing any Equipment not returned in good condition.

(d) You shall be responsible for the security of the Equipment for the period stated on the Cost Estimate. This includes 24 hour security of the Equipment at the event location.

(e) You shall pay us the full retail cost of any Equipment which is lost stolen or damaged beyond repair (which will be determined at our discretion).

- (f) You agree to pay the full daily rate for all items of Equipment which require to be replaced or repaired until such repair or replacement has been completed.
- (g) Sinewave give no warranty as to the suitability of the Equipment for any particular purpose required by you. You warrant that you have read and understood the manufacturers specifications provided to You in respect to the Equipment.
- (h) This clause 07 shall not affect your statutory rights or seek to exclude liability which cannot be excluded under the Competition & Consumer Act 2010 (as amended).
- (i) Any damaged or faulty item of Equipment should be returned, at your expense, to us. In no circumstances should you attempt to repair any item of Equipment without our prior approval.
- (j) Where the problem with the Equipment is caused by a fault not discoverable by reasonable examination, we will reimburse you for reasonable transportation costs and for charges during the period when the Equipment could not be used due to this fault. However our obligation under this clause does not cover faults caused by misuse wear and tear, accident or neglect.
- (k) You shall not alter or modify the Equipment or use it for purposes for which it is not designed.
- (l) The information you have provided to us about You, the Event and the location is correct in every respect and is not misleading or fraudulent in any way.

ALL TERMS AND CONDITIONS ARE AGREED BY WAY OF WRITTEN OR VERBAL CONFIRMATION OF ORDER.

