

This quotation is subject to equipment and staff availability and is valid for fourteen (14) days from the quotation date.

By accepting the quote or commencement of providing services without your written objection to such action, you acknowledge that you accept our terms and condition of trade.

TERMS AND CONDITIONS OF TRADING DEFINITIONS

In these terms and conditions unless the context otherwise requires.

- a. Owner means Unbound Sound which rents Goods and/or supplies Services to the Customer.
- b. The Customer means the person renting Goods and/or acquiring Services from Owner.
- c. "Goods" means all goods supplied by the Owner to the Customer.
- d. "Services" means all services supplied by the Owner to the Customer and includes delivery, installation, operation and collection of the Goods
- e. "Person" includes corporation or firm.

1. General

These terms and conditions shall apply to and are deemed to be incorporated into all contracts (express or implied) for the rental of Goods and/or the supply of Services to the Customer. Owner is only prepared to supply Goods and/or Services upon these terms and conditions and no contract for the supply of Goods and/or Services shall exist between the Owner and the Customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by the Owner. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order. Where the Customer places an order for Goods and/or Services which contains different terms and conditions from these herein subsequent delivery to the Customer shall be deemed a counter offer to supply the Goods and/or Services on the terms and conditions herein and such counter offer shall be deemed acceptable by the Customer by acceptance of the Goods and/or Services when delivered.

2. Payment

- a. The terms of payment are net cash either on demand by Owner or at the end of the hire period. The Customer will pay on demand to the Owner interest at the rate of Two (2) per cent per calendar month on all amounts due.
- b. No payment due by the Customer to the Owner shall be deemed to have been made until the same is actually received by the Owner at its address stated upon the invoice.

3. Delivery

- a. For the purposes of these terms and conditions, delivery of any Goods shall be deemed to have taken place at the time the Goods are collected by the Customer from the premises of the Owner or in the case where the Owner has undertaken to deliver the

Goods to premises nominated by the customer at the time the Goods are first loaded onto the vehicle or other means of conveyance on which the Goods are to be transported.

b. Whilst the Owner will use its best endeavours to comply with the scheduled deliveries, dates quoted for delivery are approximate only and are subject to extension to cover delay caused by circumstance beyond the control of the Owner.

c. The Customer shall bear all delivery charges for delivery of the Goods to the Customer's premises or premises nominated by the Customer including but not limited to labour cost, transportation, freight or shipment charges.

4. Price

Unless otherwise agreed by the owner in writing:

- a. Quotations by telephone are approximate only and may not reflect rental rates or prices at the time of delivery of Goods and may not include any delivery charges as referred to in Clause 3. Installation charges or operator fees.
- b. The Customer will pay to or reimburse the Owner (except where such payment or reimbursement is expressly prohibited by Statute) all sales taxes, stamp duties and other Government duties, taxes and expenses, which the Owner may be liable to pay from time to time in connection with the supply of Goods and/or Services to the Customer.

5. Period of Hire

- a. The period of hire shall commence on the date of delivery of the Goods and shall continue up to the date on which the Customer has agreed to return the Goods to the Owner or up to the date on which the Owner has agreed to collect the Goods from the Customer (herein after referred to as "the rental period").
- b. The Customer may if the Owner so agrees extend or vary the rental period by prior notice either by telephone or in writing to the Owner. If the Customer fails to notify the Owner of such variation or extension, the Customer will pay the Owner all costs howsoever incurred by the Owner as a consequence of such failure.

6. Property

- a. Rented goods remain the sole property of the Owner regardless of how or in what manner the Goods may be located upon fixed or attached to or placed in any premises, The Customer shall not sell or offer for sale or mortgage or create any liens or other encumbrances over the Goods.

7. Access to Goods

- a. The Owner may at his absolute discretion, service, inspect or otherwise maintain the rented Goods during the currency of the rental period.
- b. The Owner shall at all times during reasonable business hours and at all other times in case of emergency have full access to the rented Goods for installation, servicing, inspection, maintenance, collection or removal of the Goods.

8. Loss and Damage to Goods

- a. The Customer shall be responsible for all loss or damage (other than damages resulting from normal use) to the rented Goods from the time of delivery thereof and agreed to pay the Owner all costs and expenses of repair and/or replacement of the rented Goods due to such loss or damage and to pay rental at the then current rate for such period of time until such lost or damaged Goods shall be replaced or repaired.

b. Unless agreed upon prior in writing the Customer shall be responsible for all cleaning fees and cleaning labour costs (other than normal cleaning resulting from normal use) to the rented Goods from the event/hire period. EG glitter, alcohol, sand, saltwater.

9. Supply of Goods

Subject always to Clause 3 (b) the Owner shall supply the rented Goods as ordered by the Customer in good working order and condition provided that the Owners liability for supplying wrong or defective Goods shall subject to Clause 14 below, be limited to a rebate of the rental charges for such Goods.

10. Termination

On termination of the agreement with the Customer for whatsoever cause, the Owner shall be entitled to immediate repossession of the rented Goods in good order and repair. For the purposes of repossessing the Goods it shall be lawful for the Owner at any time after termination to enter the premises of the Customer where the Goods are located or believed to be and remove and retake possession of the same, demolishing if necessary any obstructions which prevent such removal and without being liable to the Customer for any damage caused by such removal. The Customer will pay the Owner on demand the full cost incurred by the Owner in effecting removal of the rented Goods and a certificate in writing signed by any Director, Manager or Secretary of the Owner shall be prima facie evidence of the amount of the costs incurred. In addition the Customer shall indemnify the Owner against any complaints, claims, actions or demands for damaged property arising from anything lawfully done for or on behalf of the Owner in connection with the removal of the rented Goods or the entry into premises for that purpose.

11. Customer's use of the Goods

The Customer shall only use the rented Goods for the purposes for which they were supplied and shall be responsible for keeping the Goods clean and in safe custody and shall:

- a. Operate and maintain the Goods in accordance with any operation or maintenance instruction laid down from time to time by the Owner**
- b. Not remove, deface or alter any identification marks affixed to or painted on the rental Goods.**
- c. Be solely responsible for the safe custody and proper use of the rented Goods.**

12. Risk

- a. All risk in respect of the Goods shall pass to the Customer upon delivery of the rented Goods.**
- b. The Customer acknowledges that no item or items of Goods are covered by the Owner by Insurance whilst on Hire.**

13. Implied Terms

Warranties and conditions expressed or implied by Statute, the common law, equity, trade, custom, usage or otherwise howsoever are to the extent permitted by law expressly excluded from this contract.

14. Limitation of Liability

Save as expressly provided for in this contract the Owner shall not be liable to the Customer or the Customer's servants or agents for any direct indirect incidental or consequential damage of any nature howsoever caused whether based on tort or contract or otherwise; including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of this contract.

15. Indemnity

- a. Without limiting the generality of Clause 14 hereof the Customer shall indemnify, defend, release and hold harmless the Owner, its servants and agents from and against any liens, demands, claims, suits, costs, losses, liabilities damages and judgements, including costs and expenses which may be suffered by, accrue against, be charged to or recoverable from the Owner by a person other than the Customer, arising out of or in connection with the possession or use of the Goods by any person and/or condition of the Goods, including latent and other defects, whether or not discoverable by the Owner.
- b. Nothing contained in these terms and conditions shall be taken to exclude, restrict or modify the operation of the Trade Practices Act 1974 or any like legislation of any State or Territory.

16. Sub-Contracting

The Owner reserves the right to sub-contract the supply and/or delivery of the Goods and/or Services or any part of them.

17. Interpretation

The headings in these terms and conditions are for convenience only and shall not affect the interpretation thereof. All contracts shall be governed and construed in accordance with the laws of the State of Western Australia and the Customer submits to the jurisdictions of the Courts of that State.

18. Waivers

Failure of the Owner to insist upon strict performance by the Customer of any terms and conditions contained herein shall not be taken to be a waiver thereof or of any rights of the Owner in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion.

19. Licenses and Permits

It shall be the Customer's responsibility to obtain in relation to all Goods and/or Services supplied by the Owner to the Customer all or any licenses and permits needed under any relevant statute ordinance or related rule or regulation.

20. Assignment

The Customer shall not assign, transfer, sublet, license or otherwise dispose of any of its

rights or obligations under this agreement without the prior written consent of the Owner.

21. Collection Costs

Any expenses, costs or disbursements incurred by the Owner in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor and in any event the commission is not to exceed 18% of the debt value, plus out of pocket expenses.

22. Overdue Accounts

Should the Customer default in the payment of any monies due under this agreement then all monies due to the Owner shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand and the Owner shall be entitled to charge interest at the rate of 1% per fortnight on all overdue accounts from the due date until the date of actual payment.

23. Cancellation

Cancellations received between 3 & 7 days prior to the hire will incur a cancellation fee of 50% of full cost. Cancellations received within 48 hours prior to the hire will incur a full cost cancellation fee.