



# Terms and Conditions of hiring from Brisbane Camera Hire

- All prices include GST but exclude freight and insurance.

## DEFINITIONS

- In these terms and conditions unless the context otherwise requires:
- (i) "The Company" means DSR Trust Pty Ltd, trading as Brisbane Camera Hire. A.B.N. 74 151419078 which expression shall include any or all companies related or any subsidiary successors and assigns of Camera Hire (Australia).
- (ii) "The Customer" means the person (including his successors, representatives and permitted assign) hiring equipment from the Company and where there is more than one Customer the covenants on their part contained herein shall be deemed joint and several covenants.
- (iii) "Equipment" means all or any photographic, film, audio or video equipment or any other goods of any kind whatsoever hired by the Customer from the Company.

## HIRE REQUIREMENTS

- The following requirements must be met in order to hire from Brisbane Camera Hire.
  - The hirer must be at least 18 years of age. If less than 18 years of age, then a parent / guardian / or adult colleague will be required as co-signatory, and take joint responsibility for the hire.
  - A minimum of 2 forms of identification from Australian authorities upon first rental, and every 12 months thereafter to maintain current client details.
  - At least one form of identification must be from Group A or Group B, the 2<sup>nd</sup> can be from Groups A, B, or C, however, combined, they must contain your name, address, photos and prove Australian citizenship and/or Australian residency (ie, green medicare card, permanent resident visa). (If you do not have identification that contains your photograph, you must consent to BCH taking a photograph of you to hold on your file.)
  - Most of the time, an Australian issued Drivers Licence and Medicare Card will be sufficient to hire.

### **Group A**

- A fully certified birth certificate (or copy certified by a Justice of the Peace)
- A current passport
- An Australian citizenship certificate

### **Group B**

*These items must include a photo for verification*

- A current licence or permit issued under Australian law that has your photo, name and address, eg. Driver's licence
- Identification issued by Government authorities eg. Public Service Employee ID

### **Group C**

- Pension Card, Health Care Card
- Official correspondence addressed to you such as a public utility account (eg. gas, water, electricity), council rates, bank statement or similar
- Medicare, Bankcard, Visa or other credit card
- A student identification card issued by an Australian educational institution

## **TERMS AND CONDITIONS**

- Brisbane Camera Hire (BCH) shall not be liable for any damages as a result of the Renter's use or misuse of the hired equipment. The renter indemnifies BCH for any liability, even if the items and subsequently found to be faulty.
- All equipment released for hire has been thoroughly checked, cleaned and is regularly serviced. Every reasonable effort has been made to ensure that the equipment is in full working order when it leaves the BCH premises. BCH recommends that the hirer make their own double checks and tests of the gear before use, particularly before important assignments. This includes taking sample video footage and playing this back to test for sound etc. This is good practice for any professional operator. If the equipment should fail during the rental period, BCH will endeavour to provide a replacement or similar item as soon as possible but cannot guarantee to do so. A refund will be provided if the equipment is confirmed faulty through no fault of the hirer.
- It is assumed that the hirer has sufficient skill and knowledge to operate the hired equipment. BCH does not provide technical support if you subsequently find you are unable to operate it properly. All cameras are supplied with their manuals on request. It is up to the hirer to ensure they have the appropriate skill level and knowledge to perform the job. The equipment for hire is of a professional nature and has limited automatic functions so a high level of knowledge is usually required.

- Whilst BCH endeavours to do so, it is good practice to reset cameras back to their default settings and re-program as you prefer.
- The hirer shall not use the equipment in circumstances where it may be affected by saltwater or other corrosive atmospheric conditions (such as sand).
- The hirer is not to take the equipment outside of Australia without prior approval from BCH. It is the hirers responsibility to ensure that the hired equipment is specifically covered under their own travel insurance policy.
- The hirer shall return the hired items to BCH in their original condition. The hirer shall be liable to all damage to the equipment including (but not limited to) loss, impact damage, paint chips, fire, scratches, fungus, missing parts.
- Cameras are always issued with camera straps attached. You may remove the straps if you wish however the strap **MUST** be re-attached before returning to BCH.
- Should there be any non-payment of hire fees, return of equipment, replacement of missing items or failure to pay any other monies owing, the matter shall be referred to our Debt Collection Agency and an additional \$300 in administration and debt collection fees will then be incurred in addition to the original monies owing.
- The hirer shall check the equipment list and actual equipment carefully as goods not returned as per the list shall be deemed lost and the hirer shall be charged for replacement. This includes items such as cables, chargers, OFFICIAL Nikon / Canon / Sony / Sigma etc lens caps and covers, camera straps, batteries, bags, pouches and cases, flash diffusers / gels etc.
- BCH shall not refund or hold in credit monies should your shoot be cancelled for any reason (including bad weather). If the equipment has been removed from the hire pool, whether it is used by the hirer or not, it must be paid for.
- BCH shall not refund or hold in credit monies should the hirer not turn up to collect the booked items.
- Please note, cameras are not supplied with lenses, memory cards , USB cables or Card Readers. You must hire these items separately.

Memory Card hire – Please be aware that due to the consumable nature of memory cards, they can, without warning, reach the end of their life and fail. Brisbane Camera Hire therefore does not hire cards. However, we do have a range of cards available for purchase.

## **INSURANCE**

- BCH does offer insurance as an optional extra to the hire fee. Insurance is an additional 15% of the hire fee and is a damage policy. Insurance does not cover theft or loss.
- In the event of theft or loss the matter is referred to the QLD Police and the hirer is liable for the full replacement value of the item/s.
- There is an excess of \$1000 per insurance claim made, which is payable by the hirer.
- Should an item be damaged and the repair is minor, less than \$1000, then the lower amount will be due.

## **HIRE PERIODS**

- Hire periods are calculated on a 24-hour “time out” basis and not “time used” basis, that is, from the time of collection from BCH premises to the time that it is returned to the premises.
- One day hire commences at the time that the equipment is collected from BCH premises and finishes when the equipment is returned at the same time or earlier the following day. Return times can often be flexible by request.
  - One day hires are NOT available over the weekends. Please see below for weekend hires.
- Weekend Hire begins on a Friday or on a Saturday morning (9am to 12noon) and ends by 12noon on Monday. Return times are often able to be flexible upon request.
- Two consecutive weekdays are charged at the discounted weekend rate.
- Weekly hire is any seven day period
- Monthly hire is any 4 week period.
- Other rental periods will be quoted on request.

- If equipment is due to be returned on a public holiday the hirer shall return it the following business day at no additional charge.
- After hours collections / drop-offs are only available by appointment. Appointments must be made within business hours to allow us to schedule staff. Pick ups or returns after our published business hours incur additional fees – Please ask. Over time (ie waiting back after our advertised closing time) is charged at \$17.50 per 10 minutes or part thereof.
- **Drop-offs to any surrounding business are not acceptable!!**
- Should you wish to cancel your hire and return equipment earlier than set out in the original hire contract, 2 days hire will be charged and any remaining unused days refunded.

#### **EQUIPMENT AVAILABILITY**

- Equipment is hired and bookings taken subject to availability. If equipment which has been booked becomes unavailable for whatever reason, then BCH will endeavour to provide similar equipment at the agreed time and agreed price, but cannot guarantee to do so. Availability of equipment to honor bookings made depends on the prompt return from the previous hirer. Unfortunately, despite all best efforts, at times double bookings are made or previous hirers do not return as agreed.

#### **FAILURE TO RETURN & LATE FEES**

- In the event of failure to return hired equipment at the time agreed with BCH, you will be charged for each day or part day it remains overdue and in addition you will be charged the lost hire should the equipment not be available for the next hirer and a loss of business incurred.
- If you are going to be late returning your hired items you must inform BCH **BEFORE** you are overdue. If you do not inform BCH that you will be late and we have to chase you to track down your return, late fees of \$50 per day in addition to the regular hire fee for the additional days will be charged.
- After 48 hours past the contracted return date, if no contact has been made and we have not been able to reach you, we will deem the items stolen and pass the matter onto the Qld Police.

## **DEPOSITS AND PAYMENTS**

- A 50% deposit is required to confirm your booking. This deposit is **NON REFUNDABLE** if you cancel your booking less than 48 hours from the agreed hire commencement date.
- Without deposits your booking is simply a reservation, not a confirmed booking. You are given 24 hours from the reservation to pay your deposit. After 24 hours the gear will be removed from hold and returned to the hire pool.
- This deposit will be refunded to you if you cancel your booking more than 48 hours out from your pick up date.
- Payment of the balance of the hire is due **AT THE TIME OF HIRE**. Upon collection of the items full payment is due. Due to the volume of transactions we are unable to issue accounts or invoices for later payment.

**WE RESERVE THE RIGHT TO REFUSE ANY APPLICATIONS MADE FOR HIRE. IN THE EVENT THAT YOU ARE REFUSED HIRE, AND A DEPOSIT HAS BEEN MADE, A FULL REFUND OF THE DEPOSIT WILL BE ISSUED.**