



# LAMBERT PRODUCTIONS

Conditions of Business Based on conditions similar to all Australian camera rental companies Lambert Productions Pty. Ltd ABN 57 001 941 564 hereinafter referred to as 'the Company'. The corporation or persons dealing with 'the Company' is referred to as 'the Hirer'. These terms and conditions are deemed to be incorporated into all contracts, whether written or verbal for the supply of equipment to the hirer and supersede all terms and conditions previously issued by the Company. These terms and conditions shall not be varied in any way without written consent by the Company. Any order placed by the hirer is deemed to be an order unconditionally accepting these terms and conditions. The hirer shall take all reasonable precautions to avoid loss or damage to the Equipment during the period of hire, and at all times retain the Equipment in its custody and ensure that only the hirer and or its employees, servants or subcontractors having appropriate qualification and experience be permitted to use the Equipment. The hirer acknowledges that it has determined independently of the Company that the Equipment hired as ordered will be fit for its purposes and that the hirer has checked the Equipment for completeness, correct functioning and suitability, including film testing of cameras. The hirer shall not lend or rehire the Equipment to any other person or company without prior consent of the Company. The hirer agrees that it shall not use the Equipment on any abnormal or hazardous assignment or transport the Equipment from the ground other than on a regular scheduled flight by a recognized airline without prior written consent of the Company. The Company reserves the right to alter its hire charges without notice. Charges are as set out in our Catalogue and Price List or by written agreement between the Company and the hirer. The hirer agrees to pay to the Company the hire charges as agreed and will pay all delivery costs, GST, stamp duty or other Government or Customs duties, taxes and expenses for which the Company may be liable to pay in connection with the hire of Equipment to the hirer, except where such payment is expressly prohibited by statute. Hiring fees are to be paid strictly within 30 days for account customers, or as agreed to by the Company for other hirers. The hirer acknowledges and agrees that unless expressly provided for in this agreement the Company shall not be liable to the hirer or the hirer's servants or agents for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on contract, tort 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 or failure to perform this contract. The provision of the Clause shall not apply in so far as the application is prevented by the Trade Practices Act 1974 or in other State or Territory laws. The Hirer shall indemnify and keep indemnified and save harmless the Company, its servants and agents for a minimum of \$10,000,000.00 from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the Equipment whether resulting from the negligence of the Company, its servants, agents or otherwise. Insurance: The Equipment shall be at the hirer's risk from the time it leaves the Company or its agent's premises until the time it is returned and accepted by the Company or its agent. Acceptance of the Equipment does not release the hirer from responsibility for loss or damage of hired Equipment. Unless otherwise agreed to by the Company in writing, Equipment insurance must be effected by the hirer with a reputable insurance company and copies of insurance documents must be delivered to the Company before the hire commences. Insurance (continued) : The hirer agrees to inform its nominated insurer where Equipment may be subjected to abnormal or hazardous conditions or possible damage by foreign materials such as salt, water, dust or sand so that full and appropriate insurance cover may be effected. All insurance policies must include an extension to include hire charges incurred on lost or damaged Equipment whilst it is being replaced or repaired. In the event the Equipment is lost or damaged (fair wear and tear excepted) while at the risk of the hirer, the hirer shall be liable for and agrees to compensate the Company for the total repair or replacement cost of the Equipment as the case may be. Further the hirer agrees to compensate the Company for up to 13 weeks for the hire charges incurred whilst the Equipment is being replaced or repaired. Limitation of Hirer's liability. If, at the request of the hirer, the Company agrees in writing to limit any claim for loss or damage to the Equipment, the hirer hereby agrees and accepts the following charges, limitations and conditions. The hirer shall pay to the Company an additional charge of 10% of the total rental charge. The hirer acknowledges that in the event of the Company accepting liability for loss or damage to the Equipment, the hirer shall be liable for the first \$1500.00 in relation to each and every claim. The Company will limit any claim for loss or damage to Equipment within Australia, or outside Australia as specifically agreed to in writing at an additional charge, but such limitation excludes loss or damage to Equipment in the following circumstances: Loss or damage resulting from caused by misuse, mechanical or electrical derangement, loss or damage caused by exposure to salt, exposure to water, exposure to dust or exposure to sand; Loss or damage resulting from leaving Equipment in an unattended vehicle whether locked or unlocked; Loss or damage caused by or arising from war, rebellion, revolution and/or Loss or damage caused by radiation as in any standard insurance policy including any loss or expense whatsoever resulting there from or any consequential loss or any legal liability or whatsoever nature; Loss or damage caused by confiscation by Customs or other authorities. In the event of loss or damage, the hirer must immediately notify the Company and the Police where necessary and take any practicable steps towards discovery and recovery; As soon as practicable, give a full written report of the circumstances of the loss or damage to the Company and furnish the Company with any particulars or evidence as may reasonably be required; the due observance and fulfillment of the terms, conditions and endorsements as stated above in so far as they relate to anything to be done or complied with by the hirer and the truthfulness of statements and answers made by the hirer at the time of instigating the loss and damage waiver are conditions precedent to the Company limiting any claims for loss or damage of the Equipment. The Company reserves the right to terminate the hire of its Equipment if any of its terms and conditions are not fulfilled, or if any information comes to the Company's notice as to the suitability or reputation of the hirer. The Company or its appointed agent reserves the right of entry for the purpose of recovery of hired Equipment. Unless otherwise agreed to by the Company, cancellation of booked or reserved Equipment within 24 hours of the time specified for collection will incur a cancellation charge of up to 50% of the hire fee. Please note - All prices are in Australian (AUS) dollars.