



## Production Terms

### *Terms and Conditions*

All materials remain the property of Kennedy Amplifier Hire Service and suppliers. The Hirer is responsible for any loss or damage to equipment.

This quotation does not include any Follow Spots, Spotlight Operators, Licensed Point Riggers, Electricians, Security, Power Supplies, Connections or 3 Phase cable beyond 20m from Distribution Point, and any equipment or services not listed within this quotation.

Should inclement weather, or any other reason, cause the postponement / cancellation of the event or any part thereof, then the cancellation fee deemed due and payable will be in line with the following table:

- - 20% of total invoice for cancellations 2 weeks prior to event
- - 40% of total invoice for cancellations 2 days prior to event
- - 100% of total invoice for cancellations on the day of event

It is your responsibility to provide adequate security 24 hours a day to prevent the theft of and / or damage to the equipment from arrival on site to its time of departure from the site.

It is a condition of your acceptance of this quotation that you shall agree to indemnify and hold harmless this company from and against each claim, action, proceeding, judgement, damage, loss, cost, expense or liability whatsoever incurred or suffered by or brought or made or recovered against this company to the extent that the same arises or is connected with any and all actions by your company, its representatives, partners or agents and any and all of its third party contractors or suppliers.

Furthermore, we recommend that all contractors, riggers, staging and roofing companies be required to hold full and comprehensive insurance and it is in your best interests to have sight of such policies from the commencement of the event.

You accept that you will be liable to Kennedy Amplifier Hire Service regardless of any other contractual arrangements that you have entered into with third parties either known or unknown to Kennedy Amplifier Hire Service.

We look forward to receiving your written confirmation of acceptance of this quotation and the liability conditions as above prior to the commencement of providing services.

By our commencement of providing services without your written objection to such action it shall be acknowledged that you accept the liability condition as laid out above.

The terms and conditions of this agreement shall be governed by the laws of Queensland, Australia, and it is agreed that Mackay, Queensland provides the appropriate venue for any action due as a result of any dispute or breach of agreement between the parties arising hereunder.