

Production | PostProduction  
Sound N Picture Services

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HQ 1/5 Davisons Pl  
Melbourne VIC 3000  
ABN 92 756 801 782



## Hire List 2014

A further 30% reduction will be applied per unit hired for x2 days or more and an additional 50% for 7 day hire periods or more. Some items on this list are for sale, please call us to make an enquiry. All blown globes not returned will be charged for. All rates listed subject to 10% GST.

Description	Units Available	Rate p/Day/Unit
<b>Lighting Gear</b> [can be individually hired or less 10% for full kit p/day]		
Light Pro 6Bank Daylight Fluro / 1320w / switchable / diffuser / inc mount landscape or portrait / floor stand to suit	2	\$45.00
Light Pro 4Bank Daylight Fluro / 880w / switchable / diffuser / inc mount landscape or portrait / floor stand to suit	1	\$25.00
10 amp / 25m / 240v / Cables	3	\$5.00
Shot bags 10kg	3	\$5.00
Safety Wire [2]	3	\$5.00

<b>Total 3Point Lighting Kit p/day less 10%</b>	<b>\$144.00</b>
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<b>Camera Kit1</b> [can be individually hired or less 10% for full kit p/day]		
DSLR Rails / plate / grip with follow focus and follow zoom	1	\$45.00
Canon 5D mkII DSLR Camera x2 L6 Batteries	2	\$70.00
EF 24 - 70mm f2.8L II USM - versatile zoom all purpose lens	2	\$50.00
AC7 - HDMI split Mon / hot shoe mount / nano grip and friction arm / HDMI cable / x2 Batteries / 240v adaptor	3	\$45.00
E - Image 7083-C2 Tripod Kit [Carbon Fiber Legs / Fluid Head = 12kg Payload / 6 position counterbalance / 3 grade drag]	1	\$50.00
DSLR AC Adaptor	1	\$5.00
small HD HDMI splitter	4	\$5.00

<b>Total Camera Kit1 p/day less 10%</b>	<b>\$243.00</b>
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Description

Units Available

Rate p/Day/Unit

**Camera Kit2** [can be individually hired or less 10% for full kit p/day]

DSLR Rails / plate / grip with follow focus and follow zoom	2	\$45.00
Canon 7D Camera	1	\$45.00
70-200mm f2.8L II USM / zoom lens	1	\$65.00
AC7 - HDMI split Mon / hot shoe mount / nano grip and friction arm /HDMI cable / x2 Batteries / 240v adaptor	3	\$45.00
Eimage 7083-A2 Tripod Kit [Aluminum Legs / Fluid Head = 12kg Payload / 6 position counterbalance / 3 grade drag]	2	\$40.00
DSLR AC Adaptor	1	\$5.00
small HD HDMI splitter	1	\$5.00

**Total Camera Kit2 p/day less 10%**

**\$225.00**

**Sound Kit** [can be individually hired or less 10% for full kit p/day]

Sound Devices Mix Pre-D audio mixer	1	\$25.00
Leads to suit DSLR Camera input TA3F to RA 3.5mm [Y - lead for x2 camera recording]	1	\$10.00
MixPre D to DSLR 3.5mm lead	1	\$5.00
Mix Pre D mount bracket	1	\$3.50
Mix Pre D Manfrotto Tripod	1	\$15.00
H4n Recorder	1	\$20.00
Sennheiser G3 wireless mic system [RxTx]	2	\$30.00
Friction Arms [to suit mounting Rx to tripod]	6	\$5.00
Sennheiser HD 280pro Headphones	3	\$10.00

**Total Sound Kit p/day less 10%**

**\$115.65**

**Additional Sound Gear**

Sennheiser ME66 Shot Gun Mic With Rode Blimp and Boom Pole	1	\$30.00
Rode K2 Condenser Valve Mic with Mic Stand	1	\$55.00
Rode M1 dynamic cardioid mic	1	\$10.00
K&M Mic Stand	2	\$7.00

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Description

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## Misc Gear

### Misc Camera Gear

DP6 - HDMI split Mon / hot shoe mount / nano grip and friction arm	1	\$50.00
small HD HDMI splitter	3	\$5.00
Canon LP-E6 batteries	5	\$5.00
Cannon 2x Teleconverter EF II to suit 70 / 200mm zoom lens	1	\$20.00
Cannon 1.4 Teleconverter EF II to suit 70 - 200mm zoom lens	1	\$15.00
Color Slate Clapper	1	\$10.00
16GB CF cards 90MB/s x600	2	\$7.00
32GB CF cards 90MB/s x600	4	\$12.00
CF Card Reader	3	\$5.00
Manfrotto tripod 128 [light weight]	1	\$15.00
77mm Polarising lens to suite 70 / 200mm - zoom lens	1	\$5.00

### Misc Monitor Gear

DataVideo 17' PVM / inc VESA plate and small Stand and Monitor Hood carry case	1	\$125.00
VESA Plate adaptor for 17' PVM	1	\$2.25
17' PVM monitor Hood / Case	1	\$10.00
Stand for 17' PVM	1	\$3.70

### Misc Auxiliary Gear

MacBookPro 13' 2.5GHz i5 duo / 8GB / 500GB Laptop Hire / for data transf or FCP workstation	1	\$95.00
Laptop stand [SoundKing]	1	\$8.00
Laptop / Side Table stand / tray	2	\$10.00
Heavy Duty foldable Table 900x900mm	2	\$10.00
Black Back Drop 2.8 x 2.4		\$10.00
Black Back Drop 6.0 x 3.0 [studio use only]	2	\$45.00
recharge AA batteries set of 4 / charger	4	\$5.00
Gear Transportation to set [drop off and or pickup within 10km radius of CBD (for distances further than 10km please call us for a quote)]	one way only	\$45.00

## Edit Suite Dry Hire

MacPro QuadCore FCP video Edit Suite with dual Monitor	1	\$200.00
MacPro QuadCore ProTools HD2 5.1 Sound Suite	1	\$300.00
Editor / Operator Sound or Video	12	\$487.50

# Hire Agreement

The following terms and conditions apply to the hire of all equipment from PIPS N PiXELS Hire.

If you have any questions, or would like to discuss any aspect of the hire agreement, please contact us and we'll help clarify.

## Full Hire Agreement

v1.0 - Effective From January 23, 2014

### 1. Definitions and Interpretation

In these general terms and conditions (the "Hire Agreement") unless the context otherwise requires, the following expressions shall have the following meanings:

Booking means a reservation for Equipment placed with the Supplier, whether online, over the phone, or in person;

Business Day means any day on which the Supplier is open for business;

Contract means a contract which incorporates the Hire Agreement and made between the Customer and the Supplier for the hire of Equipment in accordance with Condition 2;

Customer means the person, firm, company or other organisation, or an appointed agent, hiring the Equipment.

Deposit means any deposit required by the Supplier in relation to the Equipment which is to be held as security by the Supplier;

Force Majeure Event means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

Equipment means any camera, lens, or other device together with any accessories, instructions or other accompanying documents specified in a Contract which are available for hire to a Customer;

Hire Period means the period of hire of the Equipment to the Customer as agreed by the parties to a Contract;

Liability means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

Booking Form means the online transaction form identifying the details specific to a booking made by a Customer;

Possession Period means the period from the time the Customer takes physical possession of the Equipment from the Supplier to the

time the Customer, having returned the Equipment to the Supplier, receives written confirmation that the condition of the returned Equipment is acceptable to the Supplier;

Rental means the Supplier's charging rate for the hire of the Equipment;

Supplier means PiPS N PiXELS Pty Ltd and will include its employees, servants, agents and/or duly authorised representatives; and

Services means the services (if any) to be performed by the Supplier for the Customer in conjunction with the hire of the Equipment.

## 2. Basis of Contract

2.1 Subject to circumstances arising pursuant to the rest of condition 2, a Contract binds the parties once a Customer is told by the Supplier that their Booking has been confirmed.

2.2 In circumstances where the Supplier has provided written confirmation pursuant to condition 2.1, but the Equipment for reasons outside the Supplier's control, ceases to be available for the whole of the Hire Period, the Supplier shall inform the Customer as soon as practicable.

2.3 In circumstances envisaged in condition 2.2, the Supplier will use reasonable endeavours to provide suitable replacement equipment in order to fulfil the Contract subject always in the event of unavailability of all or part of a booking to a Customer's right

- i) to cancel the whole or part of the booking and receive a full refund or a part thereof, as applicable; or
- ii) to re-schedule the whole or part of the booking at no extra charge.

## 3. Price and Payment

3.1 While the Supplier does not usually require a Deposit, the Customer acknowledges that each hire transaction may be subject to a Deposit at the discretion of the Supplier.

3.2 The amount of such Deposit and/or Rental and/or charges for any Services shall be as quoted to the Customer or shall be as otherwise shown on the Supplier's web site from time to time. The Supplier's prices are quoted inclusive of any applicable GST.

3.3 In respect of any applicable Deposit, the Supplier shall reserve a sum equal to the Deposit on the Customer's credit or debit card when the Equipment reserved by a booking is collected. Such Deposit shall be released by the Supplier as soon as practicable once the Supplier is satisfied that the Equipment returned by the Customer is undamaged.

3.4 The Customer shall pay the Rental, charges for any Services and/or any other sums payable under the Contract (together, the "Hire Charges") to the Supplier prior to taking possession of the Equipment.

3.5 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

#### **4. Collection and Return of Equipment**

4.1 The Customer accepts that, due to the time and complexity involved in performing a thorough check of returned Equipment for damage, the Supplier will not perform its checks of returned Equipment immediately upon return by the Customer. Because of this, such checks will not be performed in the presence of the Customer.

4.2 Where the Equipment is not returned to the Supplier within 5 days following the end of the Hire Period and the Customer has failed to either:

i) contact the Supplier and explain the circumstances of the default; or

ii) negotiate an extension to the Hire Period with the Supplier who has provided written confirmation of such an extension,

the Supplier will report the Equipment stolen and will take steps for recovery including but not limited to charging the Customer's credit or debit card for the full price of replacement Equipment and a fee equal to the applicable Rental until suitable replacement Equipment has been acquired and commissioned for service.

#### **5. Responsibility and Ownership**

5.1 Responsibility for and risk in the Equipment shall lie with the Customer for the duration of the Possession Period even in circumstances where the Supplier has agreed for any reason to not charge, or to cease charging, any Rental.

5.2 Ownership of the Equipment remains at all times with the Supplier. The Customer has no right, title or interest in the Equipment except to use the same in a fashion consistent with this Hire Agreement during the Possession Period.

5.3 The Customer must not pass itself off as the owner of the Equipment or, subject to condition 5.2, as having any interest in the Equipment.

#### **6. Care of Equipment**

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Equipment and take reasonable care of the Equipment, only using it for its proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions supplied to the Customer;

6.1.2 notify the Supplier within 24 hours after any breakdown, loss and/or damage to the Equipment;

6.1.3 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Equipment;

6.1.5 permit the Supplier at all reasonable times to inspect the Equipment including procuring access to any premises where the Equipment is situated;

6.1.6 keep the Equipment at all times in its possession and

control and not to remove the Equipment from Australia without the prior written consent of the Supplier;

6.1.7 not continue to use Equipment where it has been damaged and shall notify the Supplier within 24 hours if the Equipment is involved in an accident resulting in damage to the Equipment or other property and/or injury to any person.

6.2 The Equipment must be returned by the Customer undamaged and in a clean condition [fair wear and tear excepted].

## **7. Loss, Damage and Insurance**

7.1 If the Equipment is returned in a damaged, unclean and/or defective state the Customer shall pay the Supplier for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire together with any fees payable pursuant to condition 7.4.

7.2 The Customer shall pay the Supplier the full replacement cost together with any fees payable pursuant to condition 7.4 for any Equipment damaged beyond economic repair during the Possession Period.

7.3 The Customer shall pay the Supplier the full replacement cost together with any fees payable pursuant to condition 7.4 for any Equipment lost, stolen, confiscated or otherwise no longer in the Customer's possession during the Possession Period.

7.4 In the event that the Equipment is lost, stolen or damaged during the Possession Period, the Customer shall pay the Rental in full up to and including the date it notifies the Supplier that the Equipment has been lost, stolen or damaged. From that date until the Supplier has repaired or replaced such Equipment the Customer shall pay, as a genuine pre-estimate of lost rental income, a sum as liquidated damages being equal to the Rental that would have applied for such Equipment for that period. The Supplier shall use its reasonable commercial endeavours to procure repairs or replacements for such Equipment as quickly as possible using the monies paid under conditions 7.1, 7.2 or 7.3.

7.5 In the event that any monies are owed under conditions 7.1, 7.2, 7.3 or 7.4, the Customer authorises the Supplier to charge the Customer's debit or credit card, where such details are held by the Supplier, for the total sum owed or part thereof.

## **8. Modifications, Cancellations and No-Shows**

8.1 Complete or partial cancellations made within 48 hours prior to the Booking commencement date will incur a charge of 50% of the Rental of the cancelled Equipment.

8.2 Changes to the Hire Period within 48 hours prior to the Booking commencement date will incur a charge of 50% of the Rental of the Booking being modified.

8.3 Failure to collect the equipment by the end of the first day of the Booking will be considered a no-show and will result in cancellation of the Booking unless prior arrangements are made.

8.4 No-shows will incur a charge of the full Rental of the Booking.

8.5 The Customer agrees to make cancellations as early as possible so that other Customers have the opportunity to hire the Equipment

instead.

8.6 No refund is given for the early return of Equipment.

## 9. Default

9.1 If the Customer:-

9.1.1 fails to make any payment to the Supplier when due without just cause;

9.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 24 hours of receiving notice requiring the breach to be remedied;

9.1.3 persistently breaches the terms of the Contract;

9.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

9.1.5 pledges, charges or creates any form of security over any Equipment, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition presented against it or the Customer takes or suffers any similar action in any jurisdiction;

9.1.6 being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer, any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

9.1.7 appears reasonably to the Supplier to be financially inadequate to meet its obligations under the Contract; or

9.1.8 appears reasonably to the Supplier to be about to suffer any of the above events,

then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in condition 9.2.

9.2 If any of the events set out in condition 9.1 occurs in relation to the Customer then:-

9.2.1 so far as the law permits, the Supplier may enter, without prior notice, any premises of the Customer where Equipment owned by the Supplier may be and repossess any Equipment;

9.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

9.2.3 Without prejudice to any rights which may have accrued to the Supplier prior to such actions, the Supplier may immediately cancel, terminate and/or suspend the Contract and/or any other contract with the Customer without Liability to the Customer; and/or



9.2.4 all monies owed by the Customer to the Supplier shall immediately become due and payable.

9.3 Any repossession of the Equipment envisaged under condition 9.2 shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Equipment.

9.4 Upon termination of the Contract the Customer shall immediately:

9.4.1 return the Equipment in accordance with conditions 4.6 and 4.7 or make the Equipment available for collection by the Supplier as requested by the Supplier; and

9.4.2 pay the Supplier all arrears for the Hire Charges arising under the Contract.

## 10. Liability

10.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

10.2 The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Equipment and/or the Services has not been paid in full by the due date for payment.

10.3 The Supplier shall have no Liability for additional damage, loss, consequential loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Equipment and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

10.4 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

10.5 The Supplier's total Liability to the Customer for:

10.5.1 breach of contract;

10.5.2 tort (including negligence); and

10.5.3 breach of statutory and/or common law duty, arising from or in connection with any Contract

shall be limited to supplying the services once more. To the extent that any Liability of the Supplier would be met by any insurance of the Customer, the Liability of the Supplier under a Contract shall be reduced by the amount paid out to the Customer by its insurer.

## 11. General

11.1 Each hire of an item of Equipment shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.

11.2 No variation to the Contract shall be valid unless it is in writing and signed by or on behalf of both the Customer and the Supplier by a duly authorised officer of the parties.

11.3 The Customer shall not, or purport to, assign its rights or transfer or subcontract any of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.4 The Customer shall be liable, where applicable, for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

11.5 The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.

11.6 No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

11.7 If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

11.8 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay or non-performance is due to any Force Majeure Event.

11.9 These Terms and Conditions together with the other agreed terms comprising the Contract and any document expressly referred to in any of its terms contains the entire agreement between the Customer and the Supplier relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, in relation to such matters. No oral explanation or oral information given by either the Customer or the Supplier shall alter the interpretation of the Terms & Conditions or the Contract.

11.10 The Customer agrees that the only remedy available to it for breach of any term expressly set out in the Contract shall be a breach of contract. Nothing contained in this condition 11.10 shall however operate to limit or exclude any liability of the Customer for fraud or fraudulent misrepresentation.

11.11 Subject to condition 11.12, all third party rights are excluded and no third parties shall have any rights to enforce the Contract.

11.12 Without prejudice to the generality of condition 11.11 a finance company with whom the Supplier has an outstanding finance agreement relating to the Equipment shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier and the Supplier's written notice to the Customer of the interest of any finance company in the Equipment shall be binding and conclusive evidence of the same.

11.13 This Contract is governed by and interpreted in accordance with Australian law and the parties agree to submit to the non-exclusive jurisdiction of the Australian courts.