

Terms and Conditions

Contract

It will be accepted by both parties that a contract exists for services (Labour, Hire and/or Sales) whether initiated by letter, email, SMS or verbally by conversation in person or via electronic device.

Cancellation of a contract without reasonable notice (less than 5 days) will incur a fee of 15% of the total value of the contract.

Cancellation of a contract within 24 hours of the agreed start of work time will incur a fee of 100% of the total value of the contract.

Cancellation of a contract that is solely for the purchase of goods within 24 hours of agreed despatch/delivery/collection of goods will incur a fee of at least 20% of the total value of the invoice including 100% of specially ordered items that are non-returnable to original manufacturer/supplier.

Payment Terms

All invoices are due on receipt, and certainly within 7 days, except by prior arrangement.

Late payment of invoices (14 days and over) will incur a late payment fee of 15% of invoice total. A further 15% will be added every 14 days overdue until full payment is received.

Contractor Superannuation Contributions - Superannuation Guarantee

Under current ATO regulations, contractors may be entitled to the superannuation guarantee of 9%.

If a Superannuation payment is shown on the invoice the full amount will be payable to the fund shown by the end of the next Superannuation Guarantee Quarter as shown on the invoice.

Further information is available at the ATO website: www.ato.gov.au (search on "Super for Contractors")

Or visit <http://www.ato.gov.au/super/content.asp?doc=/content/19159.htm>

Or use the Employee/Contractor decision tool on the ATO website:

<http://calculators.ato.gov.au/scripts/axos/axos.asp?CONTEXT=&KBS=GEC.xr4&go=ok>

Prices

Prices are subject to change without notice.

Freight

Freight to be carried out and/or arranged by GCLX at customer's cost unless otherwise specified.

Sales Goods Return Policy

Prior arrangement to be made with GCLX before any goods can be returned.

All returns must have a GCLX Returns Authorisation associated with them.

Any returns that don't have a Returns Authorisation are liable to be refused and will be returned to you – at your expense.

Unless otherwise specified the following rules apply to all returns;

All returns must be made within 14 days of original shipment,

A 20% restocking fee applies to all returns, be they stock or non-stock items,

All returned items must be in their original packaging, complete with manuals, documentation etc.

GCLX does not accept returns of consumables, i.e. colour filter, gaffer tape, etc.

Credits for returned goods will be raised on receipt of those goods by GCLX.

Unless agreed, or unless the return is due to our error or faulty goods, returns are for "store credit" only.

Sales Returns of Faulty Goods

GCLX honours the warranties of its suppliers. Please see the Warranty included with the item you bought or give us a call.

We will, obviously, waive any restocking fee on a faulty item.

Sales Returns of Incorrectly Shipped Goods

As with returns of faulty goods, we will waive any restocking fee on anything we ship you incorrectly.

Sales Returns of Goods Damaged in Transit

Whilst we take every care to ensure goods leave our premises sufficiently packaged to survive the trip, there are times when goods arrived damaged.

If your consignment looks damaged, please take photos of any damage to the items, as well as photos of the packaging & contact us the same day your shipment arrived. We'll need you to send us the photos (by email if possible) so we can begin the assessment & claim processes as soon as possible.

Provided the damage is definitely a result of handling during shipping, we will accept the return and waive any restocking fee, but please be sure to call us before sending anything back so we can raise a Returns Authorisation and/or arrange for them to be collected from you so you don't incur any extra cost.

Sales Passing of Property

All goods remain the property of GCLX until full payment is made by purchaser.

GCLX: Gerry Corcoran Production Lighting. P.O. Box 8122, Wolumla, NSW, 2550.

Tel: 1300 056 170 Mob: 0403 053638

Insurance – Hire of Equipment Only

All responsibility for goods on hire is with the Hirer. No unit is covered by our insurance whilst on hire. The Hirer agrees to pay all costs for damage to, or loss of any goods on hire.

Damages – Hire of Equipment Only

The Hirer agrees to pay all repair costs for equipment damaged by the Hirer and to reimburse GCLX at the currently applicable daily hire rate for that equipment for so long as it is unable to be re-lent following damage sustained during hire. In the event that the equipment is damaged beyond economic repair the Hirer agrees to pay GCLX the pre-damage value of that equipment.

Late Return – Hire of Equipment Only

Should the equipment be returned after 11am on the return day, GCLX reserves the right to charge rental until 11am on the day the equipment is returned. If GCLX is collecting the equipment and it is not ready for collection at the agreed time an extra day hire fee PLUS additional mileage will be charged.

Default in Payment / Right of Recovery – Hire of Equipment Only

If the Hirer fails to return and/or pay for the equipment on hire, it shall be lawful for GCLX or its assigns to retake possession of the said equipment and for that purpose to enter into or upon any premises where the equipment may be. Termination of the hiring under this clause shall not affect the right of GCLX to recover from the Hirer any monies payable hereunder, or damages for breach of these Conditions. The 'Terms and Conditions' are attached to the Hire Invoice and are available on the GCLX Website.

Please read them carefully before hiring equipment.

Charges – Hire of Equipment Only

Minimum hire \$30.00. Delivery and Pick Up charged at \$0.50 per kilometre, per round trip, from Wolumla, NSW.

Payment is due in full on collection of equipment, except by **prior** arrangement.

A cash deposit of 15% of the Insured Value is required for all hires (refundable on safe return of hired equipment).

The Weekly price is for multiples of 7 days.

Identification – Hire of Equipment Only

Full photographic identification must be produced on collection of hire (Drivers' license or Passport)

Equipment – Hire of Equipment Only

GCLX is not responsible for customers' inexperience operating hired equipment.

GCLX reserves the right to substitute other suitable equipment as required.

Lamps – Hire of Equipment Only

Where applicable, spare lamps will be supplied with the hire and must be returned with the equipment.

Faulty or blown lamps must be returned for inspection. The Hirer must accept full responsibility for lost or broken lamps if spare lamps are not returned.

Loss or Damage – Hire of Equipment Only

Loss or damage sustained to equipment during the hire period is the full responsibility of the Hirer.

Testing and Tagging – Hire of Equipment Only

All equipment supplied by GCLX is tested and tagged by qualified technicians.

The responsibility for maintaining the currency of testing and tagging of all equipment on long term hire is with the Hirer.

This should be discussed and dates agreed for future testing.

Definitions

"**GCLX**" refers to the Sole Trader Gerry Corcoran, ABN 16011219 692, trading as "GCLX: Gerry Corcoran Production Lighting". Gerry Corcoran may trade under other titles using the same ABN.

"**Services**" can be any, or all, but not exclusively the following services; Sale of goods, Hire of equipment, Contract of labour, Testing and Tagging of electrical items, Consultancy, Design.

"**The Hirer**" in these Terms & Conditions means any person, company, corporation or Government instrumentality (including the personal representatives and permitted assign and any person or corporation entitled or required by law to administer the Hirer's affairs) who shall hire any equipment or contract labour from GCLX.

NOTE:

If you have any questions regarding the above terms & conditions please call and discuss. They are required for the protection of both parties, and I believe they are fair. I do not want to take the fun out of lighting shows but GCLX is a business and as such requires protection of its rights and employees.