

NEP LIVE EVENTS PTY LTD TRADING AS BIG PICTURE (AUST) TERMS AND CONDITIONS

(1) PRODUCTION SERVICES HIRE & (2) DRY HIRE AGREEMENT

Notwithstanding that it is generally accepted that Producers, Promoters and Event Managers operating in Live Events, Television, Concert Touring, Corporate Events and staging sectors typically have the relevant insurances in place, NEP Live Events Pty Ltd has equipment insurance in place to cover the equipment in transit and in situation throughout Australia and New Zealand.

In the event of Loss or Damage to equipment supplied by NEP Live Events Pty Ltd as a dry hire, or as part of production services, which include our personnel, NEP Live Events Pty Ltd will call on its own insurance policy to make good on any claim. Our insurer will endeavour to subrogate the loss by seeking out the entity that may be considered to be liable for the loss. These Terms and Conditions set out the circumstances for which you, as the client or your client should consider having insurance to cover for this eventuation.

NEP Live Events Pty Ltd also has adequate Public Liability, Workers compensation Policies in place. NEP Live Events Pty Ltd, via its OH&S obligations can provide SWMS and copies of all relevant documentation.

The entity, client, user or addressee of this quotation is bound by these terms and conditions once the goods are dispatched per the schedule with the facilities listed in the "Quote" or "Quotation" or "Proposal" or "Contract", or a securing deposit is paid & received. There is no requirement for a signature or signed agreement for these terms and conditions to apply.

(1) PRODUCTION SERVICES HIRE

PRODUCTION SERVICES QUOTATION TERMS OF REFERENCE

1. NEP Live Events Pty Ltd trading as Big Picture (Aust) ("Big Picture") agrees to supply to the Hirer, client or addressee ("You") and You agree to hire:
 - 1.1 All the Equipment referred to in the Quotation ("THE EQUIPMENT"); and
 - 1.2 Where indicated in the Quotation, Big Picture personnel, as part of the Hire Agreement for the period indicated in the Quotation ("THE SCHEDULE"); and
 - 1.3 For the fee ("TOTAL") indicated in the Quotation; and
 - 1.4 Subject to these further Terms and Conditions.
2. By accepting this Quotation, You must do what is required to be done by you as the hirer, client or addressee under these Terms and Conditions. The name of the persons/company/entity described in the Quotation as the hirer will be the person bound by these terms and conditions.
3. Big Picture will supply to You the Equipment (and personnel, where provided for in the Quotation) on the date and time indicated in the Quotation at the place of business of Big Picture or other place where specifically indicated in the Quotation.

PRODUCTION HIRER'S WARRANTIES

4. As hirer of our production service (Equipment and Personnel) You agree and warrant as follows:
 - 4.1 That the Equipment will only be used for the purpose for which it is designed or supplied.
 - 4.2 That all Your staff, agents, contractors or other persons directed by You to operate the Equipment in our staff's absence, are appropriately qualified and experienced to undertake such activity.
 - 4.3 That any power supply, cabling, electrical connection, and other energy source, has been approved by the appropriate licensing authority and is suitable for the purposes of use with the Equipment.
 - 4.4 That the intended use of our production service by You, is not illegal or illicit and that You have complied with any legislation and You have obtained all permits, licenses and approvals necessary for such activities and that such activity will not or may not lead to the confiscation of the Equipment, or apprehension or legal action our personnel by any relevant authority.
 - 4.5 That the place provided by You for the use of the Big Picture personnel is a safe workplace that complies with any and all work place, health and safety legislation applicable to that place and Your activity.
 - 4.6 That You and Your representatives, partners, agents, suppliers and contractors have in place for the time of this Production agreement, any workers compensation insurance necessary and suitable for the activities You undertake in respect to Big Pictures involvement in that activity.
 - 4.7 Big Picture reserves the right to substitute another item of Equipment for the Equipment agreed to be hired at no additional expense to the hirer at any time during the period of the hire agreement. This would be done through consultation with you and for circumstances deemed necessary for the continued successful operation of or service.

BIG PICTURE PERSONNEL

5. As the case may be Big Picture may agree to supply You with personnel to undertake the tasks described in the Quotation which shall be limited to the installation, maintenance, operation and dismantling of the Equipment during the period of this hire agreement (or as indicated in the Quotation). The personnel supplied by Big Picture shall not undertake any activity outside the terms of this Hire Agreement unless such activity is approved or confirmed in writing by Big Picture.

TERMINATION

6. If You cancel the use of the Equipment (or the personnel) either before or during the agreed Production Period You will pay to Big Picture to compensate it for its loss as a result of such cancellation the following amounts:
 - 6.1 A pro rata amount based on the percentage of supplied services.
 - 6.2 100% of any creative design fee, pre-production fee or content creation fee included in the quotation.
 - 6.3 100% or any labour fee charged to Big Picture by a Contractor who has forfeited the ability to take on other work over the period of the project and who would be financially disadvantaged by the cancellation of the project.
 - 6.4 100% of any associated hard costs such as freight, accommodation and air fares
 - 6.5 Big Picture reserves the right to cancel this Hire Agreement at any time prior to the commencement of the Production Period. Such cancellations shall be without penalty to Big Picture and would apply in special circumstances. Such special circumstances could include, but are not limited to, the following examples: (1) whereby you as the hirer fail to meet deposit or progress payment milestones as stated in the quotation payment terms, (2) where it becomes visible that the event may not be safe, or could be considered unlawful (3) Where it becomes visible that the infrastructure and design of the production will lead to failure of services provided by Big Picture which could lead to Big Picture being financially disadvantaged. While all of the aforementioned events are unlikely and would have a degree of advanced visibility, any such cancellation of our supply would not have taken place without substantial and reasonable discussion and warning. Big Picture may assist you to locate substitute Equipment but whether it does so or not Big Picture shall not be liable to You for any loss or damage whatsoever as a result of such cancellation.

INDEMNITIES

7. You agree to indemnify Big Picture, its directors, officers, employees, agents and contractors against all loss, damage, costs and expenses which they may incur by reason of You failing to satisfy Your obligations under this Production Service quotation or against any claim, proceeding, action or order by any person in respect to the use or operation, transport, storage, installation or dismantling of the Equipment by You, your servants, agents or contractors whilst the Equipment is your care, control, possession or authority at any time and including where the Equipment is operated, installed or dismantled or transported with the use of Big Picture personnel under this Hire Agreement.

INSURANCE

8. Where You are required to effect and maintain any insurance cover under the terms of the quotation, You will have the insurer note on the policy Big Picture as the owner of the Equipment. You will not do anything that will result in the waiver, rejection or exclusion of any claim under the policy. You will provide to Big Picture a copy of the policy and certificate of currency for the Hire Period. In addition, You are to have in place, public liability, event insurance or any form of applicable insurance that will provide You cover, for any incident or accident that may take place at your event and whereby it may be deemed that You are the overall responsible entity for the circumstances surrounding any such incident or accident.

INTELLECTUAL PROPERTY

9. The Client (named on annexed quote) submits that nay intellectual property, (albeit supplied or requested playback content or live capture, for the purpose of display or transmission to a viewing audience), that it (the Client) supplies to NEP Live Events (Trading as Big Picture Australia & New Zealand) or gives authorization to Big Picture, for the purpose of completing a project, warrants that the client is authorized and entitled to give instructions to Big Picture to use content as described previously, for the purpose of the project.

MISCELLANEOUS

10. Each of the parties agree the terms and conditions of this Hire Agreement are to be governed by the laws of the State of New South Wales as amended.
11. Time is of the essence of this Hire Agreement.
12. The headings in this hire agreement are inserted for convenience only and shall be ignored in construing this Hire Agreement.
13. If any provision of this Hire Agreement shall be found to be void or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

(2) DRY HIRE AGREEMENT

DRY HIRE QUOTATION TERMS OF REFERENCE

14. NEP Live Events Pty Ltd trading as Big Picture (Aust) ("Big Picture") agrees to supply to the Hirer, client or addressee ("You") and You agree to hire:
 - 14.1 All the Equipment referred to in the Quotation ("THE EQUIPMENT"); and
 - 14.2 Where indicated in the Quotation, Big Picture personnel, as part of the Hire Agreement for the period indicated in the Quotation ("THE SCHEDULE"); and
 - 14.3 For the fee ("TOTAL") indicated in the Quotation; and
 - 14.4 Subject to these further Terms and Conditions.
15. By accepting this Quotation, You must do what is required to be done by you as the hirer, client or addressee under these Terms and Conditions. The name of the persons/company/entity described in the Quotation as the hirer will be the person bound by these terms and conditions.
16. Big Picture will supply to You the Equipment (and personnel, where provided for in the Quotation) on the date and time indicated in the Quotation at the place of business of Big Picture or other place where specifically indicated in the Quotation.

DRY HIRER'S OBLIGATIONS

17. You agree that You will undertake as part of the Dry Hire Agreement and will accept liability for the following matters under this Hire Agreement;
 - 17.1 The loading, securing and transportation of the Equipment to the place you indicate you will use the Equipment and personnel.
 - 17.2 The set up and installation of the Equipment.
 - 17.3 The testing and operation of the Equipment.
 - 17.4 The weatherproofing, keeping safe, and protection of the Equipment at all times during the hire period.
 - 17.5 The dismantling, transportation and return to Big Picture of the Equipment in good condition and without damage.
 - 17.6 The payment of any deposit, bond and hire fee that is part of this hire agreement.
 - 17.7 Payment of the hire fee according to Big Picture's usual terms of hire to you or as otherwise agreed and as stated on the invoice from Big Picture.
 - 17.8 To put in place and keep current insurance's that cover any event or liability that may result from an accident or incident that could leave you liable for damage to the equipment or injury to people while using this equipment in your care and on your behalf.

DRY HIRER'S WARRANTIES

18. As hirer of the Equipment (and personnel) You agree and warrant as follows:
 - 18.1 That the Equipment will only be used for the purpose for which it is designed, supplied and hired.
 - 18.2 That all Your staff, agents, contractors or other persons used by You to install, maintain, operate and dismantle the Equipment are appropriately qualified and experienced to undertake such activity.
 - 18.3 That any power supply, cabling, electrical connection, and other energy source has been approved by the appropriate licensing authority and is suitable for the purposes of use with the Equipment.
 - 18.4 That You have inspected the Equipment prior to entering into this Hire Agreement and You are satisfied that the Equipment is suitable for the use which You intend and, in that respect, You shall not have a right to end this Hire Agreement for the reason that the Equipment is not suitable for the purpose to which You intend to use the Equipment.
 - 18.5 That the intended use of the Equipment by You is not illegal or illicit and that You have complied with any legislation dealing with the operation of the Equipment in such circumstances and You have obtained all permits, licenses and approvals necessary for such use and that such use will not or may not lead to the confiscation of the Equipment by any government authority.
 - 18.6 That You and Your representatives, partners, agents, suppliers and contractors have in place for the time of this hire agreement workers compensation insurance necessary and suitable for the activities You undertake in respect to the Equipment and the use of Big Picture personnel which covers Big Picture personnel in that activity

BIG PICTURE PERSONNEL

19. As the case may be Big Picture may agree to supply You with personnel to undertake the tasks described in the Quotation which shall be limited to the installation, maintenance, operation and dismantling of the Equipment during the period of this hire agreement (or as indicated in the Quotation). The personnel supplied by Big Picture shall not undertake any activity outside the terms of this Hire Agreement unless such activity is approved or confirmed in writing by Big Picture.

TERMINATION

20. If You cancel the use of the Equipment (or the personnel) either before or during the agreed Hire Period You will pay to Big Picture to compensate it for its loss as a result of such cancellation the following amounts:
 - 20.1 A pro rata amount based on the percentage of supplied services.
 - 20.2 The cancellation amount specified in the payment terms of the Dry Hire Quotation
 - 20.3 100% of any creative design fee, pre-production fee or content creation fee included in the quotation.
 - 20.4 100% or any labour fee charged to Big Picture by a Contractor who has forfeited the ability to take on other work over the period of the project and who would be financially disadvantaged by the cancellation of the project.
 - 20.5 Big Picture may choose to accept a lesser sum, or no sum at all in the event of cancellation by you.
 - 20.6 Big Picture reserves the right to cancel this Hire Agreement at any time prior to the commencement of the Hire Period. Such cancellations shall be without penalty to Big Picture and would apply in special circumstances. Such special circumstances could include, but are not limited to, the following examples: (1) whereby you as the hirer fail to meet deposit or progress payment milestones as stated in the quotation payment terms, (2) where it becomes visible that the event may not be safe, or could be considered unlawful (3) Where it becomes visible that the infrastructure and design of the production will lead to failure of services provided by Big Picture which could lead to Big Picture being financially disadvantaged. While all of the aforementioned events are unlikely and would have a degree of advanced visibility, any such cancellation of our supply would not have taken place without substantial and reasonable discussion and warning. Big Picture may assist you to locate substitute Equipment but whether it does so or not, Big Picture shall not be liable to You for any loss or damage whatsoever as a result of such cancellation.

RISK & LIABILITY

21. Big Picture shall not be liable for any loss suffered by You as a result of failure of the Equipment due to any act or failure to act on behalf of You in the maintenance, repair or operation of the Equipment.

INDEMNITIES

22. You agree to indemnify Big Picture, its directors, officers, employees, agents and contractors against all loss, damage, costs and expenses which they may incur by reason of You failing to satisfy Your obligations under this Dry Hire Agreement or against any claim, proceeding, action or order by any person in respect to the use or operation, transport, storage, installation or dismantling of the Equipment by You, your servants, agents or contractors whilst the Equipment is your care, control, possession or authority at any time and including where the Equipment is operated, installed or dismantled or transported with the use of Big Picture personnel under this Hire Agreement.
23. You agree to indemnify Big Picture against any loss or damage suffered by it with respect to the loss, damage or destruction of the Equipment during the Hire Period by the hirer or at any time that the Equipment is in Your possession, custody or control.

INSURANCE

24. Where You are required to effect and maintain any insurance cover under the terms of the quotation, You will have the insurer note on the policy Big Picture as the owner of the Equipment. You will not do anything that will result in the waiver, rejection or exclusion of any claim under the policy. You will provide to Big Picture a copy of the policy and certificate of currency for the Hire Period. In addition, You are to have in place, public liability, event insurance or any form of applicable insurance that will provide You cover, for any incident or accident that may take place at your event and whereby it may be deemed that You are the overall responsible entity for the circumstances surrounding any such incident or accident.

INTELLECTUAL PROPERTY

25. The Client (named on annexed quote) submits that any intellectual property, (albeit supplied or requested playback content or live capture, for the purpose of display or transmission to a viewing audience), that it (the Client) supplies to NEP Live Events Pty Ltd (Trading as Big Picture Australia & New Zealand) or gives authorization to Big Picture, for the purpose of completing a project, warrants that the client is authorized and entitled to give instructions to Big Picture to use content as described previously, for the purpose of the project.

MISCELLANEOUS

26. Each of the parties agree the terms and conditions of this Hire Agreement are to be governed by the laws of the State of New South Wales as amended.
27. Time is of the essence of this Hire Agreement.
28. The headings in this hire agreement are inserted for convenience only and shall be ignored in construing this Hire Agreement.
29. If any provision of this Hire Agreement shall be found to be void or unenforceable, the validity & enforceability of the remaining provisions shall not in any way be affected or impaired.