












## Audrey II Puppet Hire

Item	Size/ Dimensions/ quantities	Image
Audrey II- Hand Puppet (1 <sup>st</sup> Audrey II)	Weight 500g Height 300mm resting 450 standing up. Leaves retract	
Audrey II- Suit Puppet (2 <sup>nd</sup> Audrey)	Weight 1.5kg Height 50mm resting in pot. 800 mm standing with arm inserted. Fake hand, suit jacket and shirt.	
Audrey II- 3 <sup>rd</sup> Puppet	Weight 14kg Height 700mm Width 700mm Length 1000mm Mouth cavity for body parts. Required body cast for operator and pot.	
Audrey II- 4 <sup>th</sup> Puppet	Weight- 25gk  Height (shell only) 850mm  Width 1170  Length 1500  Resting on pot.	

<p>Body cast for operator/ puppet controller.</p>	<p>Fitted fibre glass body cast.</p>	
<p>Leaves</p>	<p>32 various sizes and shaped. Wire backed.</p>	
<p>Vines</p>	<p>Straight soft filled no leaves- 4x 3.8m, 2x 2.2m, 7x 1.8m (13 Total)</p> <p>Staight soft filled with leaves attached- 2x 1.5m, 4x1.8m, 1x 1.9m, 1x 2.2m, 2x .9m, 3x 600mm wired</p>	
<p>Audrey II- base for 3<sup>rd</sup> puppet</p>	<p>Plastic pot base 900m. Seat included.</p>	

<p>Audrey II- 3<sup>rd</sup> puppet skirt for jaw</p>	<p>Attaches to the base of the jaw.</p>	
<p>Audrey II base for 4<sup>th</sup> puppet.</p>	<p>Moves on lockable wheels. Escape hatch and slide for cast. Chin rest for feeding, seat for puppeteer and pod rests on top of pot, not attached.</p>	
<p>Audrey II puppet skirt for bottom jaw.</p>	<p>Attached to base of the jaw.</p>	
<p>Notes: All puppets have been used and completely operational. Some wear and tear has been sustained throughout rehearsals and performances. Ongoing maintenance will be required and this will be demonstrated at handover. Attachments of leaves/ vines/ skirts is done with cable ties and hot glue.</p> <p>Total weight 110kg, 4.352 m2 volume</p>		
<p><b>Cost:</b></p>	<p><b>Hire Fee</b></p>	<p><b>\$2500.00 incl GST</b></p>
	<p><b>Refundable Deposit</b></p>	<p><b>\$1500.00 incl GST</b></p>
	<p><b>Total</b></p>	<p><b>\$4000.00 incl GST</b></p>

## **HIRING AGREEMENT**

QUOTATIONS ARE SUBJECT TO CHANGE AND AVAILABILITY

### **TERMS AND CONDITIONS**

These Standard Terms and Conditions together with the Payment Terms Conditions, the Offer by NQOMT (**The Owner**) to you (**the “Hirer”**) to hire the Equipment/ props and if the Hirer accepts this Offer constitutes the whole of the Contract with the Hirer.

These terms for the Hire of Equipment/ Props (the ‘**Agreement to Hire**’) is an agreement by you the Hirer to hire from the Owner the Equipment and Props agreed for the Hire Fee for those goods, be that agreement made by SMS, email, facsimile or any other method of communication.

If an agreement to hire is made it will, with the Owner’s Standard Terms and Conditions, constitute the contract between the Owner and you the Hirer for the hire of the goods ordered.

### **EQUIPMENT/ PROPS**

The equipment consists of 4x Audrey II puppets and the associated attachments, bases and extensions. They come fully assembled and are not to be taken apart, have items removed or tampered with in any way, without prior permission.

The equipment will at all times remain the property of NQOMT. The Hirer has no legal or equitable interest in the Equipment or any part thereof. The Hirer’s possession of the Equipment (upon delivery) will be as a Bailee for the Period of Hire.

- Upon delivery, the Equipment must be inspected by the Hirer to determine whether the Equipment delivered is complete in accordance with the agreement and is in good order and working condition. Unless otherwise stated in the Special Conditions, the Hirer will on completion of the inspection be deemed to have satisfied itself that the Equipment as a whole is suitable, fit and merchantable and capable of meeting all the requirements of the goods
- Any shortages or malfunctioning of the equipment must be notified by the Hirer to the Owner, in writing, within 24 hours of delivery.
- Where the Hirer is in effective control of the equipment, then the Hirer is a Bailee of the equipment. In addition to all duties imposed at law upon bailees, it is an essential term of the Contract that the Hirer will:
  - At all times exercise all reasonable care and diligence in the use of the Equipment in accordance with Owner’s specifications;
  - Where the Hirer has responsibility to return the Equipment, it must return it in good order and working condition to the Owner at the Delivery Address on or prior to the expiration of the Period of Hire;

- Not tamper or in any way interfere with, or repair or attempt to repair the Equipment;
- Be responsible for all accidental damage to the Equipment, save and except where such damage is caused by the Owner;
- Be responsible for all loss or damage to the Equipment occasioned by theft, malicious damage, or other unlawful act, save and except where such loss or damage occurs when the Equipment is under the effective control of the Owner;
- At no time during the Period of Hire part with possession of the Equipment or in any way deal with it in a manner inconsistent with the rights of the Owner as owner;
- Ensure that the Equipment is secure at all time and where being stored in unlocked premises, supply such security measure to ensure that the Equipment is secure at all times;
- Keep the Equipment safe at all times during the Period of Hire; Safe conditions for the Audrey II puppets are: no direct sunlight, free from dust, not hard covering placed over the shell, no weight placed on top of the shells, rested on soft bases or foam, free from food and drink, do not keep in temperatures higher than 30 degrees or less than 12 degrees.

## **USE OF ITEMS**

(a) The hirer shall at all times use the hired item/s in a proper manner and shall at his own expense ensure the item remains in good condition, reasonable wear and tear accepted.

(b) Before accepting the items the hirer shall note the condition and return item in the same condition.

(c) The hirer acknowledges and accepts items 'as is' and understands limitations if any.

## **RETURN CONDITION**

Upon completion of the hiring arrangement the item must be properly cleaned by the hirer. It is agreed that the whole or any part of the cost incurred by NQOMT arising out of failure by the hirer under this clause may be charged.

## **DAMAGE TO ITEMS**

The hirer will be responsible for any loss or damage to the item for any reason whatsoever. It is agreed that upon the completion of the hire period the whole or any part of the cost of replacement of or repair to the equipment may be charged. The deposit will be held until the puppets are returned and an assessment has been done.

## **PERIOD OF HIRE**

The period of the hire shall commence from the commencement dates and time shown on the hire agreement or the time the item is collected/ delivered to the hirer whichever is later and will cease when it is returned to the owner or, if the hirer notifies NQOMT in writing that the item is available for return at a particular place when it is picked up by NQOMT from such place provided that the owner shall cause the item to be so picked up within (5) days after the receipt of such notification.

## **HIRING CHARGES**

Notwithstanding anything herein contained hiring charges of \$2500.00 on the agreement shall commence from the commencement of the period of hire and shall continue until the completion of the period of hire defined therein or until the expiration of the minimum period of hire specified overleaf, whichever is the first. Proof of hire and deposit either bank statement or receipt is required prior to the puppets being sent.

The hirer acknowledges that in entering this Hire Agreement he has not relied upon the skill or judgement of or any representations made by or on behalf of the owner in respect to the item, its proper mode of use or its performance and the hirer indemnifies the owner against all actions, claims, suits, demands or damages in respects of such arising out of the use of the equipment by any person for any purpose.

## **DEPOSIT**

NQOMT shall hold a \$1500.00 deposit as security from the hirer and may apply the whole or part of the deposit at any time against any monies due but unpaid or any expenses, loss or damage incurred by the Company as a result of a failure by the customer to duly perform its obligations hereunder. Application by the company of the whole or any part of the deposit pursuant to this clause shall be with prejudice to any other rights of the Company to receive from the Customer any monies due hereunder and any damages for breach hereof.

- NQOMT requires a deposit which is to be paid within 5 days to secure the items and date. When you pay your deposit you also agree to and accept NQOMT's Terms & Conditions.
- The hirer will be refunded the deposit once a final inspection of the equipment/ props is conducted.
- NQOMT will contact the hirer prior to redeeming any money from the deposit for any damage or loss incurred.

## **DAMAGE**

(a) In no event shall NQOMT be responsible for any loss of or damage to any property or injury to person caused by the hired item or arising out of the use thereof or any other reason whatsoever during the period if this hire and the hirer shall indemnify the owner in respect to all claims damages and expenses of the hirer or any other person in relation there to.



(b) In the event of a failure or breakdown of the item or a defect becoming apparent therein the hirer shall return the item to NQOMT premises forthwith and on no account repair or attempt to repair the item without prior consent of the owner. In the event that a breakdown failure or defect is caused by reasonable wear and tear or was inherent in the item at the time of the hire and was not caused or contributed to by the misuse or negligence of the hirer or any other person during the period of the hire or any other reason whatsoever then the period of the hire will be determined upon such return of the equipment to NQOMT.

(c) In no event shall NQOMT be responsible for any expenditure damages and/or loss incurred by the hirer caused by or arising out of any breakdown or failure and/or defect in the item whether caused by fair wear and tear, lack of repair of equipment, negligence on the part of the owner or any other reason.

(d) No conditions and warranties other than those expressed shall be included or implied in the hire agreement except to the extent that any condition or warranty may be included or implied by statute in particular by a provision which may not be excluded by agreement between NQOMT and the hirer and in such circumstances any conditions or provision expressed herein inconsistent therewith to the extent of the inconsistency shall be of no force or effect.

## **TERMINATION BY NQOMT**

NQOMT may notwithstanding the period of specified hire and notwithstanding any waiver of any waiver of some previous default forthwith terminate this agreement and repossess the item in any of the following events.

(a) If the hirer shall fail to pay any hiring charges prior to release

(b) If the hirer shall do or permit any act or thing whereby the owner's rights in the item may be prejudiced.

(c) If the hirer should become insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a hirer being a limited company, should an order be made or a resolution passed for the winding up of such a company.

(d) If the hirer commits any breach of this agreement. For the purpose of repossessing the equipment, the owner may enter into or upon any premises where the equipment may be without prejudice to the rights of the owner to recover from the hirer any moneys due hereunder or any damages for breach hereof and the hirer indemnifies the owner in respect of any claims, damages or expenses arising out of any action taken under this clause. 9. This agreement may not be transferred or assigned to any other party without the consent of the owner.

## **TRANSPORTATION**

The hirer is responsible for arranging all transport of the equipment/ props both to and from NQOMT's agreed location or address.

(a). The hirer shall be liable for any destruction, loss, damage, theft, fire or liability intentionally caused, sustained or incurred by the transport company with the consent of the hirer, except as a result of the transportation driver taking evasive action in the ordinary course of driving.

(b). NQOMT will accept no liability as such on any transportation or storage or other services performed by the hirer. Any loss, charge, cost or any other claim relating to the hire or carriage of goods is at the hirers expense.

### **TRAINING AND USAGE**

The Hirer in agreement with NQOMT will cover the cost of travel, meals, transport and any other related costs by 2x NQOMT specialized representatives to assist in the operation, handling and dressing of the Audrey II puppets. The NQOMT Staff will assist in unpacking, installation, fitting the puppeteer, adjusting the mechanisms and instruct on handling and moving inside the puppets.

### **NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP**

- This is a hiring agreement only and does not constitute or give rise to any sale of the Equipment to the Hirer, any hire purchase agreement or arrangement with the Hirer or any leasing agreement that contains an option to purchase the Equipment. The relationship between the Owner and the Hirer is limited to a relationship of owner and bailee in respect of the goods
- The Hirer acknowledges that the Owner is the sole exclusive owner of the Equipment
- Nothing in this Contract confers any option on the Hirer to purchase the Equipment or any part of

### **LATE RETURN PENALTY.**

A \$50 per day late fee will be charged if the equipment/ props are not returned by the date specified in the contract. This will be deducted from the \$1500.00 deposit.

If the reason for the delay is due to transport logistics or acts beyond the control of the hirer or transport company then the hirer is to contact NQOMT to advise of the status.

### **BANKING DETAILS**

All payments are to be made to NQOMT

BSB: 064817    Acc: 00922032



## **ACKNOWLEDGEMENT OF NQOMT.**

Hirer to acknowledge the Puppets were supplied/ hired from NQOMT, with Puppet Reasalisation by Damien Jackson and Chris Ahern. Puppet development and creation- Damien Jackson and Chris Ahern

## **DEFINITIONS AND EXPLANATIONS**

In these Terms and Conditions these words and phrases have the following meanings:

**“Acceptance”** and **“Accepted”** means acceptance of the Offer and agreement to Hire by the Hirer.

**“Bailee”** a person or party to whom goods are delivered for a purpose, such as custody or repair, without transfer of ownership.

**“Cancellation”** means the cancellation by the Hirer of this Contract, which Cancellation must be communicated to The Owner by sms or email and be to that effect.

**“Cancellation Fee”** means one hundred percent (100%) of the Deposit Fee of the Equipment not required where the Cancellation is received by the Owner less than fourteen (14) days prior to the anticipated date of the agreed event.

**“Contract”** means the agreement between the Owner and the Hirer for the hiring of the Equipment the Terms of which are fully set out in these Standard Terms and Conditions and any special conditions.

**“Day”** means a calendar day commencing immediately on midnight and finishing immediately before the next midnight.

**“Delivery Address”** means, except where otherwise stated in the Special Conditions or in the Agreement to Hire, the Site.

**“Deposit”** means any sum which is agreed upon as a deposit.

**“Equipment”** means collectively all the goods and equipment agreed to and separately each item of the goods and equipment designated in the agreement and includes all additional Equipment.

**“Hire Fee”** means the fee which the Hirer has by this Contract agreed to pay to The Owner for the hire of the Equipment for the Period of Hire. Additional Equipment will be separately invoiced to the Hirer and will be in addition to the Hire Fee and will be added to the Invoice of the Hire Fee to the Hirer. The Hire Fee is set out in the agreement.

**“Hirer”** means the company or person the agreement is made with as “the Hirer” and includes where applicable its lawful successors and assignees.

**“Offer”** means any written offer to hire the Equipment to the Hirer by SMS, email or facsimile.

**“Owner”** means North Queensland Opera and Music Theatre. NQOMT

**“Owner’s Premises”** means the premises where the Owner stores the Equipment.  
**“Period of Hire”** means the period for which the Equipment is hired by the Hirer as specified in the agreement, being the period commencing on the delivery of the Equipment to the Site, being the Delivery Address as stated in the agreement and expiring on the Collection Date as stated in the agreement.

**“safe conditions”** no direct sunlight, free from dust, not hard covering placed over the shell, no weight placed on top of the shells, rested on soft bases or foam, free from food and drink, do not keep in temperatures higher than 30 degrees or less than 12 degrees

**“Site”** means the designated place, venue, or location at which the Equipment is to be delivered to and at which place the Hirer is to take possession of the Equipment.  
**“Terms”** means these Standard Terms and Conditions which will always be available on the Owner’s website, together with any Special Conditions set out and the agreement itself.

**“Venue”** means the place where the Equipment is to be used by the Hirer.

The headings in these Standard Terms and Conditions are for convenience only and do not affect their construction. A reference to any party includes their lawful successors and assigns.

**Equipment/ Prop Hire Agreement.**

**Hirer Information**

<b>Name:</b>		
<b>Company</b>		
<b>Address:</b>		
	<b>City</b> _____	<b>Post Code:</b> _____
<b>Phone:</b>		
<b>Email:</b>		
<b>ABN:</b>		

**Other information:**

Hire dates:	From _____	to _____
Transport details:	Company Name	
	Contact name	
	Contact Number	
	Collection Date:	
	Return date:	

Total non-refundable hire cost: \$ 2500.00 (incl GST)

Refundable Deposit: \$1500.00 (incl GST)

*By signing in the Hire Agreement, the hirer agrees to abide by the terms and conditions mentioned in the above. Failure to abide by such terms and conditions will result in charges to the hirer.*

**Hirer:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NQOMT representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_