



TERMS AND CONDITIONS OF HIRE



PLEASE READ THESE TERMS BEFORE BOOKING.

Payment of the booking fee confirms acceptance of these Terms and Conditions.

| | |
|-------------------|--|
| DOCUMENT | Terms and Conditions of Hire |
| PROVIDER | Perth Pop-Up Movies, Parmelia WA 6167 |
| CONTACT | 0433 951 928 · Admin@PerthPopUpMovies.com.au |
| EFFECTIVE | May 2026 |
| VERSION | 2.0 |
| SUPERSEDES | All previous versions |

01 Definitions

- 1.1 **"Company"** means Perth Pop-Up Movies.
- 1.2 **"Customer"** means the person or organisation hiring equipment and/or services from the Company.
- 1.3 **"Equipment"** means all items supplied by the Company under the booking, as listed on the booking confirmation.
- 1.4 **"Hire Period"** means the period the Equipment is on hire to the Customer, as defined in clause 9.
- 1.5 **"Event"** means the function, screening, or activity for which the Equipment is hired.
- 1.6 **"Dry Hire"** means hires where the Customer takes possession of the Equipment for the Hire Period (3m screens, party packs, bean bags, generators, and all add-ons).
- 1.7 **"Fully-Managed Event"** means events where the Company operates the Equipment throughout the Event (5m and 8m community screens).

02 Acceptance of Terms

- 2.1 **Acceptance occurs on the earlier of:** (a) the Customer ticking "I have read, understood and agree to the Terms and Conditions" on the booking form; or (b) payment of the booking fee or invoice.
- 2.2 These Terms apply to all bookings made on or after the effective date shown on the cover.
- 2.3 Any variation to these Terms must be agreed in writing by the Company.

03 Hire Types

- 3.1 **Dry Hire.** The Customer takes possession of the Equipment and is responsible for it from delivery until collection. This applies to 3m screens (inflatable and framed), party packs, bean bags, generators, and all standalone items.
- 3.2 **Fully-Managed Events.** The Company delivers, sets up, operates, and packs down the Equipment. This applies to 5m and 8m community screens. The operator remains on site throughout the Event.
- 3.3 **Liability differs between hire types.** Specific liability provisions are noted within the relevant clauses below.

04 Bookings and Payment

- 4.1 **Booking fee.** A non-refundable booking fee of 50% of the total booking value is required to secure the Event date. The date is not held until the booking fee is received.
- 4.2 **Final payment.** The remaining balance is due no later than 7 days before the Event date.
- 4.3 **Late bookings.** Bookings made within 7 days of the Event require full payment at the time of booking.
- 4.4 **No surcharges.** The Company does not apply weekend or public holiday surcharges.
- 4.5 **Identification.** The Company may request photo identification of the responsible person before delivery.

05 GST

5.1 The Company is not currently registered for GST. All prices quoted are GST-free.

06 Cancellation by Customer

- 6.1 More than 72 hours before the Event.** The Customer forfeits the 50% booking fee. No further charges apply.
- 6.2 Within 72 hours of the Event.** The Customer forfeits 100% of the total booking value.
- 6.3** Cancellation must be made in writing (email or SMS) to the Company. The cancellation takes effect from the time the Company receives the notice.

07 Rescheduling

- 7.1 More than 72 hours before the Event.** Rescheduling is free of charge, subject to availability.
- 7.2 Within 72 hours of the Event.** A rebooking fee of 20% of the total booking value applies. This covers truck reload, fuel, and labour costs already incurred.
- 7.3 Reschedule window.** The new date must fall within 12 months of the original Event date. Bookings not rescheduled within this window are forfeited.
- 7.4 Reschedule price.** The original booking value is honoured for the rescheduled Event. No price increase applies, even if the Company's standard rates have changed.
- 7.5 One reschedule.** One reschedule is permitted per booking. Subsequent reschedule requests are treated as cancellations under clause 6.

08 Operator Safety and Right to Refuse

- 8.1 Operator discretion.** The Company will not proceed with setup, operation, or continued operation if the operator determines, at their sole discretion, that conditions are unsafe.
- 8.2** Unsafe conditions include but are not limited to:
- Weather: winds above 35 km/h, active rain reaching equipment, electrical storms, fire restrictions, extreme heat.
 - Site: overhead hazards, unstable or unsuitable ground, inadequate access, insufficient or unsafe power supply.
 - People: hostile or threatening behaviour toward the operator from any person on or near the site.
 - Criminal activity, weapons, gang presence, or violence on or near the site.
 - Intoxicated, aggressive, or uncontrolled crowds.
 - Refusal of the Customer or host to enforce safety instructions or no-go zones.
 - Equipment damage caused by any party that prevents safe continued operation.
 - Wildlife or animal interference, including but not limited to snakes, kangaroos, swooping birds, or aggressive dogs on or near the setup area.
- 8.3 No refund.** If the Company does not proceed or terminates an Event under this clause, no refund is payable. The full booking value is retained.
- 8.4 Reschedule at goodwill.** A reschedule may be offered at the Company's sole discretion as a goodwill gesture. It is not guaranteed and is not a right under these Terms.
- 8.5 Right to terminate in progress.** The Company reserves the right to terminate an Event in progress and remove Equipment if conditions become unsafe at any time after setup.

8.6 Right to refuse setup. The Company reserves the right to refuse setup at any site where the conditions or circumstances differ materially from those described at booking.

09 Hire Period

- 9.1 Dry Hire.** The Hire Period commences when the Equipment is delivered (or collected by the Customer) and ends when the Equipment is returned and inspected by the Company. Standard hire is 12:00 noon on the day of delivery until 10:00 am on the day of return, unless otherwise agreed in writing.
- 9.2 Fully-Managed Events.** The Hire Period commences when the operator arrives on site and ends when the operator completes packdown.
- 9.3 No allowance is made** for periods when the Equipment is not in use during the Hire Period.
- 9.4 Late returns (Dry Hire).** Equipment returned after the agreed end time incurs additional hire charges at the standard daily rate.

10 Equipment

- 10.1 Condition.** All Equipment is supplied in good working order and as listed on the booking confirmation.
- 10.2 Suitability.** While every effort is made to meet the Customer's specifications, the Company does not guarantee suitability for a specific purpose beyond what has been agreed in writing.
- 10.3 Substitution.** The Company reserves the right to substitute Equipment of similar or higher specification if required.
- 10.4 Non-supply.** If the Company is unable to supply Equipment due to circumstances genuinely beyond its control, liability is limited to a refund of monies paid for the affected portion of the hire.

11 Site Requirements

- 11.1 Customer responsibility.** The Customer is responsible for providing safe, legal access, adequate space, and a suitable power supply as specified by the Company at booking.
- 11.2 Projection (3m and 5m screens).** These screens use rear projection. Approximately 6 metres of clear space behind the screen is required.
- 11.3 Projection (8m screen).** The 8m screen uses front projection. A clear sight line is required from the projector position to the screen, and the projection beam must not be obstructed by audience seating, walkways, or other equipment.
- 11.4 Anchoring.** Ground pegging is preferred and is included in the standard hire. Where pegging is not possible (hard surfaces, uncertain underground services, council restrictions), ballast anchoring is required at all corners and incurs an additional charge. The Customer must notify the Company at booking if ballast is likely to be required.
- 11.5 Parking (Dry Hire).** For all Dry Hires, parking for the delivery vehicle must be available within 10 metres of the setup or pickup point. Where this is not possible, the Customer must notify the Company at booking. Additional handling charges may apply.
- 11.6 Power.** Mains power must be available within reach of the Company's standard cabling. Where mains power is not available or sufficient, generator or battery inverter hire is required.
- 11.7 Site delays.** Any delays or failure to set up due to inadequate site access, space, parking, or power are the Customer's responsibility. Standard hire charges still apply.

- 11.8 Pets at private events.** Customer pets are welcome at private and backyard events provided they do not interfere with setup or Equipment.
- 11.9 Pets and animals at public events.** At public events (community screenings, school events, council events, corporate events) all pets and unfamiliar animals must be restrained or kept clear of the setup and exclusion zones at all times. The operator may pause or cease operation if animals enter the cordoned area.

12 Public Performance Licensing

Important: this clause may apply even at events that feel “private.” Read carefully.

- 12.1 Customer responsibility.** For any screening that is not strictly private (defined as immediate family in a residential setting), the Customer is solely responsible for obtaining the appropriate Public Performance Licence from the relevant rights holder before the Event.
- 12.2 Licensing bodies.** Public Performance Licences in Australia are typically obtained through Roadshow Public Performance Licensing or Amalgamated Movies. The Customer must verify the correct licensor for the title being screened.
- 12.3 Examples requiring a licence.** School events, fundraisers, community screenings, club events, corporate events, council events, charity events, ticketed events, and any event open to the public.
- 12.4 Equipment supply only.** The Company supplies Equipment only and does not provide, arrange, or facilitate Public Performance Licences.
- 12.5 No liability.** The Company accepts no liability for unlicensed screenings. The Customer indemnifies the Company against any claim, fine, demand, or damages arising from a screening conducted without the appropriate licence.

13 Streaming and Media

- 13.1 Customer-supplied device.** The Customer must supply their own streaming device (e.g. laptop, Apple TV, Chromecast) for Netflix and other streaming services. The Company does not supply streaming devices or accounts.
- 13.2 Physical media.** The Company supports playback via Blu-ray and DVD, and HDMI input from Customer-supplied devices.
- 13.3 Internet reliability.** The Company is not responsible for streaming service availability, internet connectivity, account login issues, or content licensing restrictions on streaming platforms.

14 Equipment Damage and Loss

- 14.1 General liability.** Any damage to Equipment during the Hire Period, regardless of cause, is the responsibility of the Customer. The sole exception is damage caused by the operator during a Fully-Managed Event.
- 14.2 Specific examples.** Customer liability includes but is not limited to damage caused by:
- Guests, children, or other attendees of the Event.
 - The Customer's pets or other animals brought onto the site.
 - Wild animals attracted to or interfering with the Equipment.
 - Third parties on or near the site.

- Vandalism, theft, or unauthorised use.
- Failure to follow operator instructions on Equipment use, care, or weather protection.
- Early termination of the Event for safety reasons (where pack-down cannot be safely completed).
- Exposure to moisture, excessive heat, dust, or impact.

14.3 Replacement value. Damaged or lost items will be charged at the full replacement value as listed in the Replacement Cost Schedule (Section 15). The Company's assessment of damage and replacement cost is final.

14.4 Damaged Equipment must still be returned. The Customer must return all damaged or faulty Equipment to the Company. Failure to return damaged items will be treated as loss and charged at full replacement value.

14.5 Cleaning. Equipment must be returned in a clean condition. Bean bags returned with food, drink, mud, vomit, or other contamination incur a cleaning fee or full replacement charge at the Company's discretion.

15 Replacement Cost Schedule

The following replacement costs apply to lost or damaged Equipment under clause 14. All amounts are in Australian dollars and are GST-free. Costs reflect current replacement value and may be updated from time to time.

| ITEM | REPLACEMENT COST |
|-------------------------------------|------------------|
| SCREENS | |
| 3m inflatable screen | \$1,200 |
| 3m framed screen | \$800 |
| 5m community screen | \$5,000 |
| 8m community screen | \$7,000 |
| PROJECTION AND SOUND | |
| Standard projector | \$500 |
| Upgraded projector | \$2,500 |
| Standard sound system (full system) | \$600 |
| Upgraded sound system (full system) | \$9,000 |
| JBL PartyBox 100 speaker (each) | \$500 |
| POWER | |
| Petrol generator (3m / 5m size) | \$700 |
| Petrol generator (8m size) | \$1,700 |
| Silent battery inverter | \$2,500 |
| PARTY PACK ITEMS | |
| Lighting stand | \$70 |
| Laser unit | \$50 |

| ITEM | REPLACEMENT COST |
|--|------------------|
| Disco light | \$50 |
| UV light | \$140 |
| Smoke machine | \$200 |
| Bubble machine | \$80 |
| BEAN BAGS | |
| Bean bag (full bag, cover and fill) | \$150 |
| Bean bag outer cover only | \$40 |
| ACCESSORIES AND CABLES | |
| Power cables (extension lead to three-phase) | \$5 to \$900 |
| Cable cover (each) | \$200 |
| Ground peg (each) | \$30 |
| Remote control (projector or sound) | \$40 |
| HDMI adapter | \$30 |

16 Proper Use and Inspection

- 16.1 Use as intended.** Equipment must only be used as intended and in accordance with operator instructions.
- 16.2 No modification.** Equipment must not be modified, repaired, or tampered with by the Customer or any third party.
- 16.3 Protection.** Equipment must be protected from moisture, excessive heat, dust, sand, and impact at all times during the Hire Period.
- 16.4 Inspection.** The Company reserves the right to inspect Equipment at any time during the Hire Period.

17 Return of Equipment (Dry Hire)

- 17.1 Condition.** Equipment must be returned clean, complete, and in the same condition as supplied.
- 17.2 Original packaging.** All original cases, bags, and packing materials must be used for return. Missing or damaged cases will be charged at replacement cost.
- 17.3 Missing items.** Missing items will be charged at full replacement value under the schedule in clause 15.
- 17.4 Late returns.** Equipment returned after the agreed end time incurs additional hire charges.
- 17.5 Recovery.** The Customer grants the Company permission to enter the Customer's premises (with reasonable notice) to recover Equipment if it is not returned by the agreed time.

18 Faults

- 18.1 Reporting.** Any faults must be reported to the Company immediately on discovery.

- 18.2 Confirmed faults.** If the fault is confirmed by the Company, hire charges for the affected item cease from the time of notification.
- 18.3 No consequential loss.** The Company accepts no liability for consequential loss arising from Equipment faults, including loss of enjoyment, business, or profit.

19 Insurance

- 19.1 Company insurance.** The Company holds current public liability insurance covering its own operations.
- 19.2 Equipment not insured on Dry Hire.** The Company's insurance does not cover Equipment while on Dry Hire. The Customer is responsible for arranging appropriate insurance cover for hired Equipment if desired.

20 Council Approvals, Noise and Compliance

- 20.1 Customer responsibility.** The Customer is responsible for obtaining all council approvals, permits, and licences required for the Event, and for compliance with noise restrictions and any applicable bylaws.
- 20.2 Neighbour complaints.** The Customer is responsible for managing any neighbour complaints arising from the Event.
- 20.3 Authority shut-down.** The Company accepts no liability for Events shut down by police, council, or any other authority. No refund is payable in this circumstance.
- 20.4 Smoke and fog effects.** Some venues prohibit smoke or fog effects. The Customer must disclose any such venue restrictions at the time of booking.

21 Marketing and Communications

- 21.1 Use of imagery.** The Company may use photographs or footage of its Equipment setup at Events for marketing purposes. The Customer may opt out by notifying the Company in writing before the Event.
- 21.2 Marketing communications.** Where the Customer has separately consented (for example, by selecting the marketing opt-in on the booking form), the Company may send marketing and promotional communications via email and SMS. The Customer may opt out at any time by notifying the Company in writing or by using the unsubscribe link in any communication.

22 Liability and Australian Consumer Law

- 22.1 Consumer guarantees.** Nothing in these Terms excludes, restricts, or modifies any guarantee, right, or remedy that the Customer has under the Australian Consumer Law.
- 22.2 Limit of liability.** To the extent permitted by law, the Company's liability under these Terms is limited to the total booking value paid by the Customer.
- 22.3 Indirect loss.** To the extent permitted by law, the Company is not liable for any indirect or consequential loss, including loss of enjoyment, profit, business, opportunity, or goodwill.

23 Termination

- 23.1 Right to terminate.** The Company may terminate the hire if payments are overdue, if any term is breached, or under clause 8 (Operator Safety).

23.2 Outstanding amounts. All outstanding fees, recovery costs, and repair costs remain payable on termination.

24 Ownership

24.1 All Equipment remains the property of the Company at all times, regardless of payment or use.

25 Privacy

25.1 Use of information. Customer information is collected and used only for booking, service delivery, and the marketing purposes described in clause 21.

25.2 Disclosure. Customer information is not sold or shared with third parties except as required by law or to deliver the booked service.

26 General Provisions

26.1 Severance. If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force.

26.2 Governing law. These Terms are governed by the laws of Western Australia. The parties submit to the jurisdiction of the courts of Western Australia.

26.3 Variations. The Company may update these Terms from time to time. The version current at the time of booking applies for the duration of that booking.

26.4 Entire agreement. These Terms, together with the booking confirmation, form the entire agreement between the Company and the Customer.

26.5 Notices. All notices under these Terms must be in writing (email or SMS) and take effect on receipt.

Kaya. Nidja Whadjuk Noongar Boodja.

We acknowledge the Whadjuk Noongar people as the traditional custodians of the lands on which we work, and pay our respects to Elders past, present and emerging.

END OF DOCUMENT