



outback

RIGGING

**Outback Rigging
Price List 2009/10**

OUTBACK
CONDITIONS OF HIRE

- 1.1. These Conditions are to be read in conjunction with conditions of sale.
1.1.1. "Contract" means a contract for the hire of equipment concluded by the acceptance by OUTBACK of an order pursuant to condition 2.
1.1.2. "Equipment" means the equipment described or any individual item thereof.
1.1.3. "Hire charge" means the weekly charge payable by the hirer to OUTBACK for the hire of equipment, which is set out in the current OUTBACK price lists.
1.1.4. "Hire period" means a period starting on the date that equipment is despatched to or collected by the hirer and ending on the date on which the equipment is returned to OUTBACK.
1.1.5. "Hirer" means the hirer of equipment from OUTBACK.
1.1.6. "OUTBACK" means the Outback Rigging Ltd or Outback Services Ltd.
1.2. The headings in these conditions are for ease of reference only and shall not effect their interpretation.
2. **ORDERS**
- OUTBACK shall only accept an order for hire of equipment provided that it is in writing. Unless otherwise agreed, the written acceptance of the hirer's order by an authorised employee of OUTBACK shall constitute the contract, which shall be subject to these conditions. Any terms or conditions in the hirer's order or other documentation of whatsoever kind which are inconsistent with these conditions shall have no effect.
- 3 **HIRE OF EQUIPMENT.**
- 3.1. OUTBACK hereby hires to the hirer the equipment for the hire period at the hire charge.
3.2. OUTBACK reserves the right to supply equipment of a similar design to the equipment.
3.3. All description and specifications, drawings and particulars of weights and dimensions issued by OUTBACK are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development OUTBACK reserves the right to change specifications without notice.
- 4 **HIRE CHARGE**
- 4.1. The hirer shall pay to OUTBACK either in advance or on a weekly basis a sum calculated by multiplying the appropriate hire charge for the equipment by the hire period for such items of equipment. All hire charges are strictly net and are due and payable on invoice submitted within 30 days. Charges run from the day of despatch until the day of return and are based on a period of one week or part thereof irrespective of whether the goods are in use or not. A period of two days grace is normally given on collection and deliveries.(i.e. collection Friday: return Monday)
4.2. The hirer shall pay to OUTBACK any packing and delivery charges where appropriate.
4.3. All Sums due from the hirer to OUTBACK hereunder shall be increased to include VAT at the current rate.
4.4. The hirer shall pay Outback's invoice hereunder within 30 days of the date of invoice. Time shall be of the essence in respect of the payment of all sums hereunder.
4.5. OUTBACK reserve the right to charge interest on overdue accounts. Such interest being calculated from a date 30 days after the date of invoice until actual payment is received.
- 5 **DELIVERY**
- 5.1. Any dates and times quoted for delivery of the equipment are approximate only and OUTBACK shall not be liable for any delay in delivery of the equipment howsoever caused.
5.2. The hirer shall conduct a reasonable inspection of the equipment upon receipt. If such inspection reveals that the equipment is damaged, or that some of the equipment is damaged, or that some of the equipment has been lost, the hirer shall notify OUTBACK and the carrier in writing within 3 days of the date of receipt. If the hirer fails to notify OUTBACK and the carrier in accordance with this condition, or to return the equipment on demand, the hirer shall pay to OUTBACK the full cost of repair or replacement of the equipment or full hire rate until returned.
5.3. For hirers collecting and returning equipment, Outback's normal working hours are 9am-5.30pm Monday to Friday.
5.4. All equipment supplied by OUTBACK must be returned in the packaging supplied or a charge will be incurred for replacement.
- 6 **USE OF EQUIPMENT**
- 6.1. The hirer shall ensure that the equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the equipment but not limited to the health and safety at work act 1974 and any statutory amendment or replacement of it.
6.2. The hirer at its expense keep the equipment in good repair, condition and working order, fair wear and tear accepted.
6.3. The hirer shall not without the prior written consent of OUTBACK make any modification or alteration to the equipment, or take the equipment out of Great Britain.
6.4. The Hirer shall allow OUTBACK to inspect the equipment upon request during normal working hours.
- 7 **OWNERSHIP**
- The equipment shall at all times remain the property of OUTBACK and the hirer shall have no rights to the equipment other than as hirer and the hirer shall not do or permit or cause to be done any matter or thing whereby the rights of OUTBACK in respect of the equipment are or may be prejudicially affected.
- 8 **LOSS, DAMAGE AND INSURANCE.**
- 8.1. In the event of any loss or damage to the equipment the hirer shall pay for its replacement, or the cost of restoring it to good working order, or allow OUTBACK or its agent to carry out such work at the hirers expense.
8.2. The hirer shall during the hire period keep the equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks. The hirer shall notify its insurers that the equipment is on hire from OUTBACK and request the insurers to endorse a note of such interest on the policy, naming OUTBACK as loss payee.
8.3. Where any event or accident shall occur which is a risk covered by the hirers insurance hereunder, the hirer shall hold any monies received by the same as OUTBACK directs.
- 9 **HIRERS INDEMNITIES**
- 9.1. The hirer shall be solely responsible for and hold OUTBACK fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by OUTBACK as a result of any accident involving the equipment.
- LIABILITY**
- (i) Outback does not exclude neither the hirer's statutory rights, nor liability for damages or personal injury resulting from negligence proved against Outback in the performance of its duties under the Contract.
(ii) Subject to sub-Clause (I) (of Conditions of Sale) of this Clause Outback's total liability whether in Contract, tort or otherwise and whether in respect of one claim or in the aggregate shall be limited to the amount of the hire price of the Goods payable under the Contract.
(iii) Subject to sub-Clause (I) (of Conditions of Sale) of this Clause the Contract incorporates the principle of 'Caveat Emptor' and Outback shall not be liable in any event at any time for any indirect or consequential loss or damage howsoever caused suffered by the Hirer or any other person firm or company, the hirer shall keep Outback fully and effectively indemnified against all or any liability mentioned in the last preceding sentence.
(iv) Without prejudice to the foregoing provisions of this Clause the hirer shall in particular keep Outback indemnified against any liability the hirer may incur at any time whether in tort or otherwise to any servant or agent of the hirer in respect of any defect or failure of the Goods or any part thereof or replacement therefore howsoever caused.
(l) Each of the preceding sub-clauses of this Clause shall be deemed to be separate and severable and enforceable accordingly.
- 10 **TERMINATION.**
- 10.1. OUTBACK shall have the right to terminate a contract forthwith by giving notice in writing if the hirer:
10.1.1. fails to make a payment in accordance with condition 4 or
10.1.2. shall commit any other material breach of its obligation hereunder and shall not within 14 days of notice of such breach remedy the same. Or
10.1.3. shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application order or shall be subject of any proposal under part 1 of the insolvency act 1986 for a composition In satisfaction of its debts.
- 11 **CONSEQUENCES OF TERMINATION.**
- 11.1. Any termination of a contract shall not affect any accrued rights or liabilities of either party.
11.2. On termination of a contract the hirer shall no longer be in possession of the equipment with Outback's consent and shall unless otherwise agreed with OUTBACK forthwith return the equipment to OUTBACK in good working order.
- 12 **FORCE MAJEURE**
- Although OUTBACK shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

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Kinesys liftket, Control & Beam trolleys

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Description	H.O.L	S.W.L	Self weight	Week price
	M	Kg	£	£
<u>Kinesys Liftkets</u>				
Kinesys liftket 20mpm	26m	500Kg	75Kg	£ 150.00
Kinesys liftket 12mpm	26m	1000Kg	75Kg	£ 150.00

Description	Self weight	Week price
	Kg	£
<u>Kinesys control</u>		
Array PD-ES power distro system	81Kg	£ 150.00
Elevation 1 Hoist control units	Kg	£ 150.00
Rigger 8 Remote hand set & case	5Kg	£ 50.00
Vector USB Key pad & laptop	0.5Kg	£ 150.00
63 3Ø (m) to 125A 3Ø (f) adaptor	4Kg	n/a
125a 3Ø to power lock adaptor	8Kg	n/a
25m FOH Snakes ethercon / 16a	14Kg	n/a
E Stop Switch - socapex 22m	Kg	n/a
Ethercon coupler crossover cable	Kg	n/a
XLR7 Terminator plug	Kg	n/a
63a to 32a step down	2Kg	n/a
3m XLR Data cable	3Kg	n/a
10m XLR Data cable	1Kg	n/a
15m XLR Data cable	2Kg	n/a
30m XLR Data cable	3Kg	n/a
40m XLR Data cable	4Kg	n/a
50m XLR Data cable	5Kg	n/a

Description	S.W.L	Week price
	Kg	£
<u>Motion control beam trolleys</u>		
Compete package cost		£1,500.00
4m Steel beam 152 x 152 x 23 UC	2000Kg	n/a
3m Steel beam 152 x 152 x 23 UC	2000Kg	n/a
2m Steel beam 152 x 152 x 23 UC	2000Kg	n/a
1m Steel beam 152 x 152 x 23 UC	2000Kg	n/a
Yale VTE2 master beam trolley	2000Kg	n/a
Yale VTE2 slave beam trolley	2000Kg	n/a

