



THE AUSTRALIAN-INDONESIAN ASSOCIATION OF SOUTH AUSTRALIA INC.

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THE AIASA EQUIPMENT LIBRARY

Funded by
Multicultural Affairs,
Department of Premier and Cabinet

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AIA-SA (Inc) proudly presents Indofest,
Adelaide's annual Indonesian Festival.

<http://www.indofest.com.au>

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INTRODUCTION

The Australian Indonesian Association of South Australia Inc. (AIASA) conducts multiple events and activities throughout the year to support the Indonesian community in promoting their culture and connecting with the broader South Australian community. The events mostly showcase cultures through Indonesian traditional performing arts, music, and dance via local residents in SA.

The cost to purchase or hire equipment required for events staged by the AIASA and Indonesian community groups is quite high. We approached the community groups and asked them to collectively compile a list what they needed to support their activities in presenting their arts and cultures to the South Australian community.

HOW TO BORROW

1. You must be a registered organisation, entity or body corporate that is a financial member of Australian Indonesian Association of South Australia Inc. Organisation membership fee \$40;
2. You must pay deposit and rental fee in accordance to the Terms and Conditions;
3. You must follow the AIASA Terms and Conditions on the AIASA Equipment Library system.

TERMS AND CONDITIONS

These Terms and Conditions govern the rental of any equipment belonging to Australian Indonesian Association of South Australia Inc. ("Equipment") by a registered organisation, entity or body corporate that is a financial member of Australian Indonesian Association of South Australia Inc, referred to in the AIASA Equipment Library Order Form ("Customer") from the AIASA Equipment Library.

CUSTOMER'S ACKNOWLEDGEMENTS

1. The Customer acknowledges and agrees that:

- a) All warranties and conditions expressed or implied by statute, common law, equity, trade, customer usage or otherwise are expressly excluded from these Terms and Conditions to the fullest extent permitted by law; and
- b) No representations have been made by the AIASA Equipment Library in relation to the suitability of the Equipment for the Customer's purposes.

USAGE OF THE EQUIPMENT

2. The Customer shall ensure that they, and anyone else who may use the Equipment, uses it:
 - c) Safely, and as per the manufacturer's instructions;
 - d) Lawfully in relation to all applicable, rules, regulations, law and by-laws; and
 - e) Responsibly and with the necessary care, skill and diligence required to use the Equipment.
3. If the Equipment fails, breaks or any fault whatsoever that requires repair becomes apparent to the Customer, then the Customer shall immediately cease to use the Equipment, notify AIASA Equipment Library of the Equipment's failure, breakage or fault and not attempt to repair, or engage a third party to repair, the Equipment.
4. The Customer shall not sell, rent, encumber in any way, or otherwise use the Equipment in a manner that is inconsistent with these Terms and Conditions.

DELIVERY

5. If the AIASA Equipment Library agrees to deliver the Equipment listed in the Equipment Order Form to the Customer, then the Customer shall pay the delivery fee shown in the Equipment Order Form upon delivery of the Equipment.
6. The Customer acknowledges that the delivery date in the Equipment Order Form is an estimate only and should the AIASA Equipment Library be unable to deliver the Equipment:
 - a. the AIASA Equipment Library shall have no liability to the Customer in relation to any loss, damage or expense caused by the AIASA Equipment Library's failure to deliver the Equipment;
 - b. the time for delivery of the Equipment shall be extended by any amount of time deemed necessary by the AIASA Equipment Library; and
 - c. the Equipment Library may at its sole discretion cancel or annul any order or request for Equipment ("Order") without any penalty, expense or claim against the AIASA Equipment Library.

7. If the Customer is to collect the Equipment, the Customer must do so from the address and at the time shown in the Equipment Order Form or upon being notified by the AIASA Equipment Library that the Equipment is ready for collection.

RETURN OF THE EQUIPMENT

8. The Customer shall return the Equipment on the date and by the scheduled time for its return detailed in the Equipment Order Form ("Return Date").
9. If the Customer does not return the Equipment by the Return Date then the Customer shall pay the AIASA Equipment Library late rental charges at the total daily fee (as listed in the Equipment Order Form) for each day, or part of a day, that the Equipment is returned after the Return Date.
10. If the Equipment is lost, stolen or damaged beyond repair (which the AIASA Equipment Library shall determine in its sole discretion) then the Customer shall pay any replacement or repair costs determined by the AIASA Equipment Library upon demand. For the purposes of this clause 10, the Equipment shall be considered lost if it is not returned within 7 days of the Return Date.
11. The Equipment must be returned in the same condition as when it was delivered to the Customer and must be clean. If the Equipment is not returned in a state which is acceptable to the AIASA Equipment Library (in its sole discretion) then the Customer will be charged a cleaning fee determined by the AIASA Equipment Library.

DEPOSIT AND PAYMENT

12. The Customer shall pay the full fee for the Equipment upon delivery or collection (where applicable) of the Equipment.
13. The Customer shall pay the Deposit shown in the Equipment Order Form as security for the Equipment. Any deposit shall be returned to the Customer within 5 business days of the Equipment being returned to the AIASA Equipment Library in the condition required under clause 11.
14. If the Customer does not comply with the requirements of clause 12 and clause 13 then the AIASA Equipment Library is under no obligation to provide the Customer with the Equipment and will not be liable for any loss suffered by the Customer as a result of this.
15. The Customer must pay interest on any amount not paid by the Return Date at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 plus 2% to the AIASA Equipment Library and any other costs, expenses, or losses incurred by

The Equipment Library as a result of the Customer's failure to pay to the AIASA Equipment Library on the due date all sums outstanding from the Customer to the AIASA Equipment Library (including without limitation, any debt collection and legal costs on an indemnity basis).

LIMITATION OF LIABILITY

16. The Customer acknowledges and agrees that:
- a. The Equipment will be used in activities which carry risk of personal injury or death as well as loss or damage to the Equipment and voluntarily assumes those risk and thereby releases The Equipment Library from any liability in respect of the same and waives any claims it may have for any indirect, incidental, consequential or economic loss, cost, expense, demand or action against the AIASA Equipment Library arising directly or indirectly from the use or misuse of the Equipment;
 - b. To the extent permitted by law the AIASA Equipment Library shall not be liable for:
 - (i) Any claim by the Customer or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise; or
 - (ii) Any special, indirect or consequential injury, loss, damage or expense whatsoever and howsoever arising. And the liability of the AIASA Equipment Library for any such matters is hereby excluded.
 - c. Where (and to the extent) permitted by law the liability of the AIASA Equipment Library cannot be excluded it is limited to (at The Equipment Library's option) one of the following:
 - (i) Replacement of the Equipment or supply of equivalent Equipment; or
 - (ii) Repair of the Equipment.
 - d. It uses the Equipment at its sole risk and assumes full responsibility in connection with any liability of any kind arising from its use or misuse of the Equipment.

INDEMNITY

17. The Customer indemnifies the AIASA Equipment Library and its officers, agents, and employees from and against all actions, claims, demands, losses, interest, fees, damages, costs, and expenses of any nature which the AIASA Equipment Library or the Equipment Library's officers, agents, or employees sustain or incur or for which the AIASA Equipment Library may become liable at any time in respect of or arising from the Customer's use or misuse of the Equipment.

GENERAL

18. These Terms and Conditions can only be amended, supplemented, replaced or novated by another document signed by the parties.
19. These Terms and Conditions contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these Terms and Conditions and has no further effect.
20. Any provision of these Terms and Conditions which is unenforceable, illegal or void or partly unenforceable, illegal or void is, where possible, to be severed to the extent necessary to make these Terms and Conditions enforceable.

Yours sincerely,

Australian-Indonesian Association of South Australia Inc.

Email: info@aiasa.org.au

Appendix 1 Library Order Form

EQUIPMENT REQUEST DETAILS			
First name		Last name	
Your Organisation			
Phone			
Email			
Contact number			
Guarantor name			
Phone			
Email			
Contact number			
Equipment to rent	<input type="checkbox"/> Professional Keyboard KORG PA-1000 Note Performance Arranger <input type="checkbox"/> Behringer MPA40BTPRO 40w All In One Portable PA System On Wheels with Bluetooth <input type="checkbox"/> JBL JBL-EON615 15 Inch Two-Way Powered Reinforcement Speaker with Bluetooth <input type="checkbox"/> Mackie MK-1604VLZ4 16-channel Compact 4-bus Mixer <input type="checkbox"/> UXL Audio UXL-1 1 Metre XLR-XLR Deluxe Patch Cable <input type="checkbox"/> Rapco 10 Metre Microphone Lead XLR-XLR <input type="checkbox"/> CBI GA1B-20 20 Foot Guitar Cable <input type="checkbox"/> Behringer B1200D Eurolive Subwoofer <input type="checkbox"/> CAD Audio D90 Premium SuperCardioid Dynamic Handheld Microphone <input type="checkbox"/> UXL UXL-15 Microphone Lead 15M <input type="checkbox"/> Konig and Meyer KM21070B Microphone Boom Stand <input type="checkbox"/> AKG PW45-SPORT Perception Sports Headset Microphone Set <input type="checkbox"/> Visual projector (complete set) <input type="checkbox"/> Projector screen <input type="checkbox"/> Visual projector <input type="checkbox"/> Marquee 3mX6m <input type="checkbox"/> Gondang Tagading (Bataknesse traditional percussions)		
Purpose of renting			
Rental date			
Return date			
Delivery method			
Signature			

Appendix 2 Return Form

DETAILS	
Return Equipment	<input type="checkbox"/> Professional Keyboard KORG PA-1000 Note Performance Arranger <input type="checkbox"/> Behringer MPA40BTPRO 40w All In One Portable PA System On Wheels with Bluetooth <input type="checkbox"/> JBL JBL-EON615 15 Inch Two-Way Powered Reinforcement Speaker with Bluetooth <input type="checkbox"/> Mackie MK-1604VLZ4 16-channel Compact 4-bus Mixer <input type="checkbox"/> UXL Audio UXL-1 1 Metre XLR-XLR Deluxe Patch Cable <input type="checkbox"/> Rapco 10 Metre Microphone Lead XLR-XLR <input type="checkbox"/> CBI GA1B-20 20 Foot Guitar Cable <input type="checkbox"/> Behringer B1200D Eurolive Subwoofer <input type="checkbox"/> CAD Audio D90 Premium SuperCardioid Dynamic Handheld Microphone <input type="checkbox"/> UXL UXL-15 Microphone Lead 15M <input type="checkbox"/> Konig and Meyer KM21070B Microphone Boom Stand <input type="checkbox"/> AKG PW45-SPORT Perception Sports Headset Microphone Set <input type="checkbox"/> Visual projector (complete set) <input type="checkbox"/> Projector screen <input type="checkbox"/> Visual projector <input type="checkbox"/> Marquee 3mX6m <input type="checkbox"/> Gondang Tagading (Bataknese traditional percussions)
Late return	<input type="checkbox"/> Yes <input type="checkbox"/> No
Condition	<input type="checkbox"/> Fine <input type="checkbox"/> Broken / damage / need repairment <input type="checkbox"/> Dirty <input type="checkbox"/> Lost
Penalty to be paid to AIASA \$ days X X 2% penalty (in accordance with Clause 15)
Signature	

Appendix 3 Rent Rates

Equipment	1 day	2 days	3 days	4 days	5 days	6 days	7 days
Professional Keyboard KORGE PA-1000 Note Performance Arranger	250	300	350	400	450	500	550
Behringer MPA40BT PRO 40w All In One Portable PA System On Wheels with Bluetooth	35	40	45	50	55	60	65
JBL JBL-EON615 15 Inch Two-Way Powered Reinforcement Speaker with Bluetooth	60	65	70	75	80	85	90
Mackie MK-1604VLZ4 16-channel Compact 4-bus Mixer	150	200	250	300	350	400	450
UXL Audio UXL-1 1 Metre XLR-XLR Deluxe Patch Cable	2	4	6	8	10	12	14
Rapco 10 Metre Microphone Lead XLR-XLR	10	15	20	25	30	35	40
CBI GA1B-20 20 Foot Guitar Cable	7.5	10	12.5	15	17.5	20	22.5
Behringer B1200D Eurolive Subwoofer	50	55	60	65	70	75	80
CAD Audio D90 Premium SuperCardioid Dynamic Handheld Microphone	85	90	95	100	105	110	115
UXL UXL-15 Microphone Lead 15M	10	15	20	25	30	35	40
Konig and Meyer KM21070B Microphone Boom Stand	15	20	25	30	35	40	45
AKG PW45-SPORT Perception Sports Headset Microphone Set	60	70	80	90	100	110	120
Visual projector (complete set)	200	250	300	350	400	450	500
Projector screen	50	100	150	200	250	300	350
Visual projector	150	200	250	300	350	400	450
Marquee 3mX6m	600	1200	1800	2400	3000	3600	4200
Gondang Tagading	70	140	210	280	350	420	490