

## **AUSTRALIAN VIDEO ART ARCHIVE**

### **Rental Terms and Conditions – for rented Works in DVD format**

All rentals from the Australian Video Art Archive (AVAA) are regulated by a contract with each artist. The artist holds the copyright for their work, however the AVAA has the right to rent the titles under the contract. The terms and conditions of this rental are specified here:

#### **Acceptance of Terms and Conditions**

These terms and conditions govern your rental and use of the rented work. By requesting to rent the rented Work, you accept and agree to be bound by these terms and conditions. If you do not agree to these Terms and Conditions, you should not use the rented Work and should return the DVD to AVAA.

#### **Public Performance Rights**

The rented Work may be used only for the agreed purpose; that is, research if this is the agreed purpose or exhibition/screening if this is the agreed purpose. In the case of galleries or public screening venues the work can only be exhibited on the premises or property of the renting institution.

The renting institution cannot lend, rent, sell or otherwise disseminate the rented Work to another cultural or educational institution, the general public or any other third party without the written approval of the AVAA.

The renting institute can NOT duplicate in any form the rented Work.

In the case of exhibition the renting institution must negotiate with the AVAA for a still image for use in materials including flyers, posters, brochures, newspapers, magazines and other signage for the purposes of publicity, promotion and education.

This agreement does NOT include the right to broadcast, cablecast or present the rented Work in whole or part in analogue or digital format on the Internet.

#### **Use of Information Submitted**

The renter is required to return at the end of the rental period, together with the DVD of the rented Work, a copy of all promotional material generated. AVAA is free to use any comments, information, ideas, concepts, reviews, or techniques contained in any communication you may send to the AVAA without compensation or payment to you for any purpose.

#### **Billing**

By renting a DVD of the rented Work from the AVAA you agree that we are permitted to charge your credit card according to the Rental Agreement Details.

In the case of late return of a DVD an additional monthly rental fee may be charged to your credit card. Non return of rentals will attract continued fees.

### **Loss / Damage / Non-Return**

We reserve the right to charge your Credit Card or other payment method for any loss or damage that has occurred during the rental of the rented Work or for failure to return the rented Work. You will be notified in advance of any charges that may arise. Failure to pay any charges will result in the matter being raised as a legal issue.

However if you believe you are not responsible for the loss or damage, we will consider your case on its merits on receipt of a written explanation.

### **Fraudulent / Suspicious Acts**

If AVAA suspects any fraudulent or suspicious acts, we retain the right to place all orders on hold or suspension, review activity and demand any items to be returned to AVAA without prior warning. These matters may be raised as a legal issue.

### **Disclaimers of Warranties and Limitations on Liability**

The AVAA makes no representations or warranties of any kind with respect to the rented Work, save and except for representing that we are authorised by the artist to rent the work to you on these terms and conditions. We assume no liability or responsibility for any errors or omissions in the content of the rented Work

### **Copyright**

All content included in the rented Work is the copyright of the artist and is protected by Australian and International copyright laws.

### **Web Site Content Disclaimers**

You have selected the rented Work after visiting the AVAA web site.

We show extracts of videos, movies, games, television, and other filmed products on the AVAA web site, for the purposes of renting out these works in DVD format, by arrangement with the artists. Under no circumstances shall AVAA be held liable for any loss or damage caused by your reliance on information obtained through the AVAA web site. It is your responsibility to evaluate the information, opinion, advice, or other content available through the AVAA web site.

### **Postal**

All rented Works from the AVAA must be returned by you utilising a courier postal service.

Rental requests are fulfilled Fridays. Please allow at least seven days for delivery within Australia and fourteen days for delivery for international services.

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