

**Location Equipment Pty Ltd
203 Carr Place, Leederville**

TERMS AND CONDITIONS OF HIRE

1. Hire Agreement between You and Us

These terms and conditions of hire, together with any invoice or Order Statement provided by Us to You, make up the hire agreement (**Hire Agreement**) between You and Us. The Hire Agreement is a legal agreement between You and Us. It is important that You read and understand all the terms and conditions of the Hire Agreement before hiring from us. This Hire Agreement will apply each time You hire Equipment from Us, even if You do not receive a copy of these terms and conditions each time You hire Equipment from Us.

2. Definitions and Interpretation

In these terms and conditions:

Equipment means any of Our equipment, including but not limited to, cameras, sound equipment and lighting equipment;

Order Statement means the order statement provided by Us to You at the time of hire that sets out the Equipment You have hired, the hire rates that apply to the Equipment and the expected length of the hire period;

PPSR means the Personal Property Securities Register as governed by the Personal Property Securities Act 2009 (Cth);

We/Us/Our means Location Equipment Pty Ltd (ABN 94 059 444 969);

You/Your means to the person, firm, organisation, partnership, corporation, trust or other entity hiring Equipment from Us. The reference to "You" includes any employees, agents and contractors.

3. Hire Period

3.1. The hire period commences on the date when the Equipment leaves Our premises.

3.2. The hire period ends on the date when either:

(a) the hire period as stated in the Order Statement expires; or

(b) the Equipment is back in Our possession,

which ever is the later.

3.3. You must return the hire Equipment to Us by 10:00 am the day following the date the hire period ends (**Return Date**). If You do not return the Equipment to Us by this time You will incur additional hire charges until the Equipment is returned to Us. If the Return Date is not a business day, and We require the Equipment back prior to the start of the next Business Day after the Return Date, You agree that You will cooperate with Us to arrange collection by Us of the Equipment.

4. Hire Charges

4.1. You will pay Us for Equipment at the hire charge rates set out in the Order Statement.

4.2.In addition to the hire charges You agree that You will be required to pay:

- (a) if You require us to deliver Equipment to You, or collect Equipment from You, the cost of that delivery or collection, including courier charges;
- (b) if You require after hours pick-up or return of the Equipment, a call-out fee,;
- (c) if You cancel Your Equipment hire and do not give us notice of the cancellation at least 48 hours prior to the commencement of the hire period, You must pay Us the amount equal to 50% of the hire charges set out in the Order Statement. You agree that this amount represents a reasonable estimate of the loss We will suffer as a result of Your breach of this clause 4.2(c);
- (d) any GST arising out of this Hire Agreement; and
- (e) any additional amount payable by You pursuant to this Hire Agreement, including pursuant to clauses 6 and 7.

5. Equipment Condition

- 5.1. It is Your responsibility to test and examine the hire Equipment to satisfy Yourself that all hired Equipment is in good working order and condition and is fit for Your purpose.
- 5.2. You must report any damage or malfunctioning of hire Equipment to Us immediately.
- 5.3. All Equipment must be tested on Our premises prior to the commencement of the hire period. You must notify us at this time if the Equipment is broken, damaged or defective. If You do not notify us at this time we are entitled to assume the Equipment You collected or received was in good order and condition.

6. Risk Management

- 6.1. The Equipment will be at Your risk and Your responsibility for the hire period. You are responsible for Equipment from when You (or Your agents) take possession (including at Location Equipment premises for testing/preparation purposes) to when We have completed our examination of the Equipment pursuant to clause 6.3.
- 6.2. You will be responsible for and must reimburse Us for all loss, expense, damage or theft to, or in relation to, the Equipment during the hire period irrespective of how the loss, expense, damage or theft occurred, including:
 - (a) damage to or loss of the Equipment except for fair wear and tear (as determined solely by Us in our discretion);
 - (b) unexplained disappearances or theft of the Equipment;
 - (c) breach of any laws or regulations in connection with the use of the Equipment by You;
 - (d) misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use of the Equipment;
 - (e) non-adherence to normal maintenance requirements that could reasonably be expected of You; and
 - (f) failure to comply with instructions given to You by Us in respect of the proper use of the Equipment.
- 6.3. You will only be released from responsibility when We have fully examined the hire

Equipment and are satisfied that no damage or loss has occurred. You have the right to be present when We examine the hire Equipment.

- 6.4. If any loss, expense, damage or theft to, or in relation to the Equipment occurs and is covered by Our insurance we agree to limit your liability under clause 6.3 to the amount of any excess payable by Us under Our insurance policy in respect of the Equipment.
- 6.5. Subject to clause 6.6, We will not be liable to You for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs You have incurred, amounts that you are liable to Your customers for or any loss suffered by third parties under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- 6.6. Nothing in this Hire Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited including under the Australian Consumer Law.
- 6.7. Technical advice given verbally is offered on a 'best endeavour' basis. We accept no responsibility for incorrect advice given by phone or in person.

7. **Loss Theft Damage Waiver**

- 7.1. Loss Theft Damage Waiver ('**LTD Waiver**') is not insurance, but is an agreement by Us to limit Your liability in certain circumstances for loss, theft or damage to Our Equipment to an amount called the LTD Waiver Excess.
- 7.2. Your hire charges include an LTD Waiver Fee. You are not required to pay the LTD Waiver Fee if You produce a certificate of currency for an appropriate policy of insurance that covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the full new replacement value of the Equipment.
- 7.3. Where You have paid the LTD Waiver Fee, We will waive Our right to claim against You for loss, theft or damage to the Equipment if:
 - (a) You have promptly reported the incident to the police and provided Us with a written police report;
 - (b) You have co-operated with Us and provided Us with the details of the incident, including any written or photographic evidence We require;
 - (c) the loss, theft or damage does not fall into one or more of the circumstances set out in clause 7.5; and
 - (d) You have paid Us the LTD Waiver Excess.
- 7.4. The LTD Waiver Excess for each item of Equipment is \$2,000.00 plus GST or (if the replacement cost of the Equipment is less than \$2,000.00 plus GST) the amount equal to the replacement cost of the Equipment.
- 7.5. Even if You have paid the LTD Waiver Fee, We will not waive Our rights to claim against You

for loss, theft or damage to the Equipment and LTD Waiver will not apply if the loss, theft or damage:

- (a) has arisen as a result of Your breach of a clause of this Hire Agreement;
- (b) has been caused by Your negligent act or omission;
- (c) has arisen as a result of Your use of the Equipment in violation of any laws;
- (d) has been caused by Your failure to use the Equipment for its intended purpose or in accordance with Our instructions or the manufacturer's instructions;
- (e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- (f) has been caused by a failure to properly maintain the Equipment;
- (g) is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc; or
- (h) is caused by vandalism.

8. Payment and Debt Recovery

- 8.1. You must pay the hire charges in full by credit card prior to the commencement of the hire period unless You have established an account with Us. Payment by Diners or American Express will attract a 3% surcharge.
- 8.2. You must pay all fees, charges and costs that become due and payable under this Hire Agreement within 14 days of the date of invoice.
- 8.3. You agree to supply Your credit card details to Us for the purposes of payment of
 - (a) the hire charges; and
 - (b) any other amount owing by You to Us pursuant to this Hire Agreement.

You specifically authorise Us to debit Your credit card for costs in excess of the hire charges including additional hire charges payable by You for late return of the Equipment and costs incurred by Us in connection with rectifying any damage caused to the Equipment by You, including where glass filters that have been scratched or chroma screens have been soiled or damaged while on hire. These extra charges will be determined in a fair and reasonable way by Us and You will be made aware of the costs involved.

- 8.4. Any discounts to the hire charges that have been agreed to by Us are contingent on payment being made in accordance with this Hire Agreement. We reserve the right to remove discounts and charge the hire charges in full if payment is not made in accordance with this Hire Agreement.
- 8.5. If You do not pay the invoice in full by the payment due date:
 - (a) We reserve the right to charge interest on the outstanding amount at a rate equal to 12 % PA and
 - (b) You will be liable for the costs of any administration and legal costs (on a solicitor client

basis) involved in pursuing the overdue account in addition to the hire charges.

9. PPSA

You agree that this Hire Agreement may give rise to a security interest under the PPSA. You agree to us effecting and maintaining a registration on the PPSR in relation to any security interest arising from this Hire Agreement and You agree to provide all assistance and information to Us required to effect and maintain that registration.

10. Ownership

10.1. We own and retain title to the Equipment.

10.2. You will not offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over or otherwise deal with or part with possession of the Equipment in any way.

11. Authority to Sign

11.1. The person signing any document which forms part of the Hire Agreement for and on behalf of You hereby warrants that he or she has Your authority to enter into the Hire Agreement on Your behalf and grant the security interests in connection with it and is empowered to bind You to the Hire Agreement and each security interest granted in connection with it.

11.2. The person signing this Hire Agreement indemnifies Us against all losses, costs and claims incurred by Us arising out of the person so signing this Hire Agreement not in fact having such power and/or authority.

12. Governing Law

This Hire Agreement is governed by the laws of Western Australia and each party submits to the non-exclusive jurisdiction of Western Australia.

13. Waiver

No waiver, partly or wholly, of any term or condition of this Hire Agreement is binding on Us unless made in writing and signed by Us.

14. Variation

No variation of this Hire Agreement is binding on any party unless made in writing and duly signed by or on behalf of that party.

15. Entire Agreement

This Hire Agreement as defined in clause 1, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order You provide to us) apply to the hire of the Equipment unless agreed in writing by the parties.