



Terms & Conditions of Hire

Terms and Conditions under which LIFELIKE GROUP PTY LTD ABN: 72 630 496 874, it's subsidiaries and assigns (herein called LIFELIKE) Hires and Rents Equipment and Provides Services to, for and on behalf of customers (herein called "The Customer").

1. Dictionary and Definitions:

- 1.1. In these conditions of sale, the singular includes the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "person" or "The Customer" shall include corporation or any other legal entity.
- 1.2. **Equipment** means each and every item specified in the Quote and Hire Agreement document and each and every part thereof; including any additional items recorded as having been supplied.
- 1.3. **Consumable** means each and every purchased consumable item specified in the Quote or Hire Agreement and every part thereof; including any additional items recorded as having been supplied and not returned unused.
- 1.4. **Quote** means the document describing the Services and/or Equipment to be provided by LIFELIKE.
- 1.5. **Hire Agreement** means the Legally Binding Contract between LIFELIKE and The Customer.
- 1.6. The **Charges** means the amount shown where "Total Charges" applies on the sales Tax Invoice.
- 1.7. **The Customer** means the natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate to whom the equipment is or will be hired and/or sold to.
- 1.8. **Agents** means natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate nominated by, representing or operating for and/or on behalf of The Customer including those signing Hire Agreements, collecting equipment, transporting goods, accepting consignments, installing or setting up, operating and packing down equipment.
- 1.9. **Business Day** means any day in New South Wales except Saturday, Sunday or a Public Holiday.
- 1.10. **Corporations Act** means the Corporations Act 2001 (Cth) as amended from time to time.
- 1.11. **GST** means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 and, unless otherwise defined in this Agreement, terms defined in that Act have the same meaning in this Agreement
- 1.12. **Location** means the physical location of the event as specified on the Hire Agreement.
- 1.13. **Security Deposit** means the deposit specified in the Hire Agreement and/or Hire Agreement.
- 1.14. **Services** means the design and/or preparation and/or delivery and/or setup and/or operation and/or pack-down and/or return and/or de-prep of equipment.
- 1.15. **Personnel** mean the number of LIFELIKE staff specific in the Hire Agreement and/or Hire Agreement.
- 1.16. **Terms** means the term specified in the Hire Agreement and/or Hire Agreement.
- 1.17. **Customer Order** and **Purchase Order** means The Customer's request for Equipment Hire and/or Services provided Verbally, in Writing and/or via electronic Acceptance.
- 1.18. The words "such as", "including", "particularly" and similar expressions are not used as nor are interpreted as words of limitation.
- 1.19. Headings are for convenience only and do not affect the interpretation of these terms and conditions.
- 1.20. this document includes all amendments or supplements to that document;

2. Hire Agreement: (Contract)

- 2.1. LIFELIKE will provide The Customer with a Hire Agreement in response to The Customers request for order and/or enquiry confirming the availability (or otherwise) of the Equipment and/or Services to be supplied to The Customer and stating the fees that apply. We will also provide The Customer with a set of these Terms and Conditions.
- 2.2. LIFELIKE's The Hire Agreement is open for acceptance within the period specified on the Hire Agreement. If no such period is stated then it is within 30 days of the date of the Hire Agreement being provided to The Customer.
- 2.3. The Hire Agreement is Subject to Change based on any variance including but not limited to the following:
 - 2.3.1. any extension or increase in the total number of hours or days of Hire;
 - 2.3.2. delays in the return of equipment;
 - 2.3.3. additional Equipment required or utilised;

- 2.3.4. additional Consumables required or utilised;
 - 2.3.5. additional Services required or utilised;
 - 2.3.6. any Venue, Site, Client or other delays;
 - 2.3.7. additional performances;
 - 2.3.8. any and all costs associated with the Postponement of a Hire;
 - 2.3.9. any other foreseen or unforeseen circumstances.
 - 2.4. The contract between LIFELIKE and The Customer will be formed when The Customer accept the Hire Agreement which includes the Terms and Conditions. (the "Hire Agreement")
 - 2.5. The Customer warrants that their Agents and Assigns can act on their behalf in any and all matters pertaining to the Acceptance and of this agreement on their behalf.
 - 2.6. The Hire Agreement is deemed to be accepted by The Customer when and if any one or more of the following Occur:
 - 2.6.1. The Customer advise us verbally, in writing, via email or by electronic acceptance that The Customer accepts the Hire Agreement;
 - 2.6.2. The Customer physically or electronically sign the Hire Agreement via email or electronic response indicating they have accepted the Hire Agreement;
 - 2.6.3. The Customer provide an Order or Purchase Order for the Hire Agreement ;
 - 2.6.4. The Customer makes a deposit or payment in full towards a Hire Agreement;
 - 2.6.5. The Customer accepts delivery of the Equipment and/or Services;
 - 2.6.6. The Customer uses the Equipment, Consumables and/or Services.
 - 2.7. Where there is more than one person or entity, then the liability of each shall be joint and several.
 - 2.8. Where The Customer are entering into this Hire Agreement on behalf of a business or organisation, The Customer confirms that The Customer have the necessary authority to enter into this Hire Agreement on behalf of that business or organisation and that The Customer indemnify LIFELIKE against all losses and expense which may be incurred if this is not the case.
 - 2.9. These Terms and Conditions shall prevail over all other conditions, including The Customer Purchase Order and or Confirmation Conditions and will only be waived or amended if LIFELIKE's Directors agree to the changes in Writing. This includes any changes or modifications to LIFELIKE's Terms and Conditions made by The Customer or other parties. Please note that Employees and Personnel of LIFELIKE, other than the Directors are not authorised to approve or accept any changes to these terms and conditions and the original terms and conditions shall prevail unless expressly agreed to by the Directors In Writing.
 - 2.10. The Customer warrant that before entering into a Hire Agreement, The Customer have satisfied themselves as to the suitability of the Equipment and Services. LIFELIKE makes no warranty in respect to the suitability of Equipment and or Services for The Customer's event.
 - 2.11. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.
 - 2.12. In the event that any provision (or part thereof) contained in this agreement is rendered void, invalid or unenforceable, then such provision (or part thereof) shall be severed from this agreement without affecting the remaining provisions thereof.
 - 2.12.1. This agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties. This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.
 - 2.13. LIFELIKE reserves the right to decline some or all of The Customer's order for any reason.
 - 2.14. Where an error or omission arises and/or where equipment suddenly becomes available, LIFELIKE reserves the right to substitute 'same' or 'like' equipment and/or services without The Customer's prior written consent. Any variations will be made available to The Customer.
- ### 3. Hire Period:
- 3.1. LIFELIKE agrees to provide the Equipment and Services to The Customer during the Term of the Hire Agreement.
 - 3.2. The Customer will hire the Equipment from the commencement time on the commencement date until the return time on the return date specified in the Hire Agreement in consideration of payment to LIFELIKE of the Hiring Fee referred to in the Hire Agreement together with any specified courier fees.
 - 3.3. For the purpose of this agreement the commencement time shall be the time specified in the Hire Agreement, and if the Equipment shall be delivered to The Customer at The Customers nominated address or if collected by The Customer or The Customers representative at a time before or after the specified time then the commencement time shall be the time the goods leave the store or the time of collection as aforesaid.

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- 3.4. The Hire Period ends when the Equipment returns to our premises.
- 3.5. The Hirer agrees that so far as the law permits all conditions and warranties which might be implied on the part of LIFELIKE are hereby negated and excluded. Liability for a breach of any implied condition or warranty whether expressed or implied on the part of LIFELIKE which is not capable of exclusion shall be limited (but only to the extent permitted by law) to any one or more of the replacement of the Equipment, the supply of equivalent equipment, the repair of the Equipment, the payment of the cost of replacing the Equipment or renting equivalent equipment or the payment of the cost of having the Equipment repaired, whichever LIFELIKE in its discretion thinks fit.
- 4. Terms:**
- 4.1. The Equipment shall at all times be and remain the property of LIFELIKE.
- 4.2. Without in any way affecting any other rights that LIFELIKE may have either pursuant to this agreement or at law, in the event that The Customer shall not return the Equipment to LIFELIKE by the return time other than through default of LIFELIKE, then;
- 4.2.1. The Customer will pay the daily rate specified in this agreement for each period of 24 hours or any part thereof commencing at the return time during which the Equipment is not returned; and
- 4.2.2. in the event that the equipment is not returned within 14 days from the return date or such later date as may be agreed in writing by LIFELIKE, then The Customer shall, in addition to any other monies hereby required to be paid, pay to LIFELIKE the replacement cost of the Equipment. In this respect a certificate signed by LIFELIKES Director as to the replacement cost of the Equipment shall be evidence of that cost. Payment of the replacement cost by The Customer shall transfer title in the Equipment hereby agreed to be hired to The Customer.
- 4.2.3. The Customer agree to pay all of the specified fees and charges associated with the Hire Agreement.
- 4.3. Where delivery and/or collection has not been quoted, The Customer agrees to collect and/or return the equipment entirely at The Customer cost at the time as specified on the Hire Agreement.
- 4.4. The Customer agree to pay LIFELIKE in accordance with the Payment Terms in section 5 below.
- 4.5. LIFELIKE may (but subject always to the rights of The Customer hereunder) sell or assign either absolutely or by way of security its rights under this agreement and to the Equipment.
- 4.6. No waiver by LIFELIKE of any default, breach or repudiation of this agreement by The Customer shall affect the rights of LIFELIKE in respect of any further or continuing default, breach or repudiation.
- 5. Payments:**
- 5.1. The Customer agrees to pay LIFELIKE in the payment terms of this agreement including any fees and other charges as identified herein.
- 5.2. Payment Terms:
- 5.2.1. At LIFELIKE's discretion we may allow payment of the Fees within a 7, 14 or 30 day time frame which will be nominated in the Hire Agreement.
- 5.2.2. A late payment fee shall apply to all clients who fail to pay within the nominated time frame on the Hire Agreement. The late payment fee is 5% of the total bill. A recurring 5% monthly account keeping fee shall be charged on the total bill per month (calculated daily) until such times as the balance is paid, in full.
- 5.2.3. Where The Customer is a Government Department in the State of New South Wales, the relevant, current Terms and Conditions of the Small Business Commissioner and the nominated, agreed payment schedules shall apply. LIFELIKE retains the right to retract any and all discounts offered on the Hire Agreement for any late payments.
- 5.3. The Customer agree to pay LIFELIKE:
- 5.3.1. for all costs in connection with collecting, cleaning, repairing or replacing Equipment not returned in a clean and good working condition and will also be liable for fees at the daily rate shown in the Hire Agreement for the period of such repair, cleaning or replacement.
- 5.3.2. any variation or 'final amount' based on the total Service supplied to the client in accordance with LIFELIKE's Service rates and minimum call rates as outlined in this contract
- 5.3.3. a Security Deposit to LIFELIKE prior to the commencement of the Hire Agreement Period with the balance within the allowed time frame which will be specified on the Hire Agreement. Where not specified, all Payments Terms will be PRE-PAID.
- 5.3.4. Where LIFELIKE has taken a Security Deposit will use the whole or part of this Security Deposit in order to reduce The Customer liability The Customer have to us in relation to the provision of the Equipment and/or Services as outlined, but not limited to the items listed below;
- 5.4. Additional Fees, Charges and Disbursements may include but are not limited to:
- 5.4.1. Hire and Equipment and Service charges;
- 5.4.2. Additional expenses arising from the late return of equipment;
- 5.4.3. Late payment fees;
- 5.4.4. Damage (willful or otherwise);
- 5.4.5. Additional service charges;
- 5.4.6. Additional consumable items used and/or not returned;
- 5.4.7. Collection fees; etc.
- Note: This list is not extensive or exhaustive.*
- 5.5. Discounts:
- 5.5.1. From time-to-time, LIFELIKE offers The Customer discounts at its sole discretion.
- 5.5.2. Irrespective of all other terms and conditions of this or any other agreement, LIFELIKE reserves the right to cancel any and all discounts under the following circumstances:
- 5.5.2.1. if The Customer fails to pay the total on the Hire Agreement and any additional fees and charges within the nominated time frame on the Hire Agreement;
- 5.5.2.2. if The Customer fails to pay for any variation of fees for additional Equipment, Services and consumables as identified, but not limited to those above;
- 5.5.2.3. if The Customer are found to be in breach of this contract;
- 5.6. Credit Card Payments:
- 5.6.1. Credit card payments are accepted via Visa & Mastercard or American Express
- 5.6.2. LIFELIKE reserves the right to charge a credit card processing fee to the value of the cost of providing this service as revised by our merchant providers (from time-to-time) as listed on LIFELIKE's website www.LIFELIKEgroup.com.au or available upon request.
- 5.6.3. Where The Customer paid via credit card in person or over the phone, The Customer automatically pre-authorise LIFELIKE to charge any additional fees and charges in addition to the moneys paid and Security Deposit taken for the purposes of settling the account. A final Tax Invoice shall be provided including any additional fees and charges Inclusive of GST.
- 6. Delivery and Risk:**
- 6.1. Equipment will be delivered to The Customer in good working order to the location. Unless we receive written notice from The Customer to the contrary within 24 hours of the delivery, The Customer agree that the Equipment is in good working order. All equipment is asset tagged and stored on our system for reference.
- 6.2. Our estimated time for the delivery will be stated on the Hire Agreement and may be varied in writing prior to the delivery, subject to the approval of the Hire Manager. We endeavor to deliver by the estimated time, but occasionally delays will occur. LIFELIKE will not be liable for any loss, damage, or expense resulting from any delay or failure to deliver within such estimated timeframes.
- 6.3. The risk in the Equipment will pass to The Customer upon delivery to the location or if The Customer chooses to pick up the Equipment from LIFELIKE at the time of pickup.
- 6.4. The Customer are required to:
- 6.4.1. insure and keep the Equipment insured against fire, accident and theft and any other risks as LIFELIKE may from time to time specify for an amount equal to the replacement cost of the Equipment and any other payments for which The Customer may become liable pursuant to this agreement;
- 6.4.2. provide LIFELIKE should LIFELIKE so require the policy or policies of insurance;
- 6.4.3. Nominate LIFELIK GROUP PTY LTD as a Beneficiary of the comprehensive Equipment Insurance Policy;
- 6.4.4. promptly pay all premiums and stamp duty in respect of such policies;
- 6.4.5. not do or commit or suffer to be done any act or thing which might or could prejudice any such insurance.
- 6.5. When collecting Equipment form LIFELIKE The Customer should ensure that The Customer have suitable transport for the Equipment. LIFELIKE reserves the right to refuse to give The Customer the Equipment if in our reasonable opinion The Customer has not made appropriate arrangements for the safe and lawful transportation of the Equipment.
- 6.6. If any there are any special site requirements or restrictions such as site inductions, vaccinations or other terms and conditions that the client, venue or government imposes, these conditions, restrictions and requirements must be confirmed with LIFELIKE at the time of booking.
- 6.6.1. Failure to notify LIFELIKE at the time of booking of any such terms, conditions, restrictions or requirements may:
- 6.6.2. Impact the delivery, installation and operation of the events
- 6.6.3. Incur additional charges for any and all disruptions and delays (see section 8)
- 6.6.4. Render LIFELIKE unable to fulfill upon the contract due to lack of ability to replace or provide alternate staff to suit the specific event or venue requirements. LIFELIKE's Cancellation Policy Applies (see section 10).
- 7. Set-Up & Pack-Down**
- 7.1. LIFELIKE may wish to carry out a site inspection prior to the Set-Up of the Equipment and The Customer agree to allow us such access as we reasonably require for this purpose.
- 7.2. If we are delayed or are unable to carry out Set-Up because of The Customer error, or fault on The Customers part or a Location's error, we reserve the right to charge for our time at the Fees specified in the Hire Agreement.
- 8. Delays**
- 8.1. Any delay in collecting or delivery of Equipment and/or Services shall not delay the commencement of the Hire Agreement.
- 8.2. Additional fees shall apply for any delays and additional Services required as the result of any delay.
- 8.3. Where LIFELIKE agrees to deliver or collect equipment at the nominated time on the Hire Agreement, The Customer accepts these services are offered and provided on a "Best Effort" basis and shall indemnify LIFELIKE from any delays, penalties or expenses that may be incurred by The Customer for any such delay in delivery or collection.
- 8.4. The Customer agrees that the time of delivery and/or collection on their Hire Agreement includes allowances for 'reasonable delays' and has made suitable arrangements for the delivery and/or collection of Equipment as such.
- 8.5. Where LIFELIKE is delayed in the delivery, Drop-Off, Set-Up, Pack-Down or Collection of Equipment for any reason, due to the direct or indirect fault of The

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Customer, Venue or otherwise, LIFELIKE reserve the right to charge for our time at the Fees specified in the Hire Agreement.

9. Forced Majeure:

9.1. Notwithstanding any provision of these terms and conditions, if, due to any event beyond our control including, but not limited to, war, national emergencies, flood, fire, earthquake, cyclone or other natural catastrophe, import or export embargo, boycott, strike or lock-out, terrorist event, or telecommunications, power or other utility failure, we are unable to fulfill our obligations, we will not be held responsible for any loss or damage which may be incurred by The Customer as a direct or indirect result of such failure.

9.2. Such events do not represent grounds for termination of this Hire Agreement.

10. Cancellation:

10.1. LIFELIKE reserves the right to terminate this contract at any time without notice if:

10.1.1. LIFELIKE ascertains that The Customer has made a false statement in relation to the matters referred to in this agreement; or

10.1.2. The Customers do not pay the fees by their due date as specified in the Hire Agreement; or

10.1.3. The Customer commit or suffer an act of bankruptcy or being a company shall go into liquidation or provisional liquidation or have a receiver or manager or other external controller appointed; or

10.1.4. execution or distress against The Customer or The Customer goods shall be levied; or

10.1.5. any insurance proposal made by The Customer in respect of the Equipment shall be declined or any insurance policy in respect of the Equipment shall be cancelled; or

10.1.6. The Customer shall do or cause or permit to be done or suffered any act or thing likely to endanger the safety and condition of the Equipment; or

10.1.7. The Customer are convicted of an indictable offence or is sentenced to imprisonment. In the event of such termination, LIFELIKE shall be entitled to forthwith repossess the Equipment and shall be entitled to recover from The Customer any damages to which it may be entitled by reason of The Customer breach or repudiation of this agreement.

10.2. The Customer may Cancel the Contract up to seven (7) Business Days prior to the first event and/or the commencement date of the Hire Period as outlined on the Hire Agreement or no less than seven (7) days prior to the commencement of work (which ever comes sooner),

10.3. The Customer will not be entitled to cancel the Contract once the Service has commenced and/or the Equipment has been uplifted or delivered, unless LIFELIKE's Directors agree to in writing.

10.4. LIFELIKE reserves the right to charge a cancellation fee subject to the following terms:

10.4.1. So long as work has not commenced if cancelled within:

10.4.1.1. More than 90 days prior to the agreement: NO CHARGE

10.4.1.2. Between 60 to 90 days prior to the commencement of hire:
A fee of 25% of total Contract value.

10.4.1.3. Between 30 to 60 days prior to the commencement of hire:
A fee of 50% of total Contract value.

10.4.1.4. Between 7 to 30 days prior to the agreement:
A fee of 75% of total Contract value.

10.4.1.5. Less than 7 days prior to the agreement:
A fee of 100% of total Contract value.

10.4.2. If work has commenced: All fees and charges for any and all work undertaken will be billable as per the Fees in the Hire Agreement in addition to the cancellation fees as outlined in section 10.4).

10.5. Variations to Equipment and Services may be agreed to in writing prior to the commencement of Service and/or uplift or delivery of Equipment subject to the following terms:

10.5.1. Equipment Variations:

10.5.1.1. Equipment may be varied by the client up to two (2) days prior to the date of the uplift or delivery of equipment and may be subject to cancellation, and/or re-scheduling and/or variation fee at LIFELIKE's Discretion.

10.5.1.2. Equipment may be varied by the client inside of two (2) days prior to the date of the uplift or delivery of will be incurred and billed to The Customer at the rate of Fees in the Hire Agreement.

10.5.1.3. All additional equipment and consumable items will be incurred and billed to The Customer at the rate of Fees in the Hire Agreement and/or as varied if not otherwise shown.

10.5.2. Services Variations:

10.5.2.1. Services may be varied by the client up to two (2) days prior to the date of the work and may be subject to a cancellation, and/or re-scheduling and/or variation fee at LIFELIKE's Discretion.

10.5.2.2. Variations inside of two (2) days of the scheduled Services will be incurred and billed to The Customer at the rate of Fees in the Hire Agreement.

10.5.2.3. Additional Services performed will be incurred and billed to The Customer at the rate of Fees in the Hire Agreement.

10.5.2.4. Failure to provide notice of 'special' venue conditions of entry will be the responsibility of The Customer. Any delays, costs, impacts or cancellations will be at the expense of the client if they have failed to notify LIFELIKE of any such conditions or requirements at the time of booking.

11. Event Postponement:

11.1. In the event The Customer seeks to Postpone a Hire Agreement, LIFELIKE will offer, a Postponement of Hire Option subject to the terms of the Terms and Conditions of the Original Hire Agreement and the additional terms below:

11.1.1. LIFELIKE will make "best efforts" to be facilitate a Postponed Hire Agreement or New Hire Agreements arising from a Postponed event;

11.1.2. Postponement of a Hire Agreement is at the sole discretion of LIFELIKEs Directors;

11.1.3. The Customer agrees to Postpone a Hire Agreement;

11.1.4. The Customer agrees to Accept a Postponed or New Hire Agreement within 7 days of the commencement date of the Original Hire Agreement;

11.1.5. The Customer agrees to accept a Postponed or New Hire Agreement commencing within 30 days of the commencement date of the Original Hire Agreement, subject to LIFELIKE's availability;

11.1.6. The Customer agrees to pay for any portion of used or un-used Services and/or Equipment and for all reasonable costs incurred as nominated by the Directors arising from the Original Hire Agreement;

11.1.7. The Customer agrees to pay all monies owed for a Postponed or New Hire Agreement in addition to any fees or charges accrued or outstanding from the Original Hire Agreement as outlined in section 11.1.6.

11.1.8. The Customer agrees LIFELIKE shall retain all monies paid including deposits or payments in full and shall deduct any payments or expenses as noted in 11.1.6. from those deposits and/or add those charges on to the Postponed or New Hire Agreement.

11.1.9. The Customer agrees to terminate the Original agreement and forfeit all monies paid including deposits or payments in full where:

11.1.9.1. events are cancelled;

11.1.9.2. The Customer does not reach a suitable agreement for a new date and/or does not accept a Postponed or New Hire Agreement within 7 days of the date of the commencement of the Original Hire Agreement;

11.1.9.3. no suitable dates are available for a Postponed event within 30 days of the commencement of the Original Hire Agreement;

11.1.9.4. LIFELIKE is unavailable to provide equipment and/or services for the event at a date nominated by The Customer.

11.2. LIFELIKE shall not be liable for any expenses or compensation resulting from:

11.2.1. The Customer's event being Postponed or Cancelled;

11.2.2. any subsequent agreements as a result of the Postponement of an event or Hire Agreement;

11.2.3. LIFELIKE not being to provide Equipment and/or Services for a Postponed Hire Agreement or New Hire Agreement based on the dates nominated by The Customer.

12. The Customer Responsibilities:

The Customer will:

12.1. keep the Equipment in good order and repair and properly operated and serviced so that the Equipment shall at all times be in first class condition; and

12.2. not alter or make any addition to the Equipment without the previous consent in writing of LIFELIKE; and

12.3. keep the Equipment in the control and possession of The Customer and not attempt or purport to sell, dispose of or encumber the Equipment in any way; and

12.4. not assign this agreement or The Customer rights hereunder without the prior written consent of LIFELIKE; and

12.5. notify LIFELIKE immediately in writing of any change in The Customer address; and

12.6. not use the Equipment other than in or take out or cause or permit to be taken out the Equipment from the state in which The Customer address appearing hereon is located except as LIFELIKE may from time to time approve in writing; and

12.7. produce the Equipment for inspection at any time to any representative duly nominated by LIFELIKE; and

12.8. notify LIFELIKE immediately in the event of any loss or damage to the Equipment; and

12.9. not use or install the Equipment in a manner that would or potentially could lead to the Equipment becoming a fixture; and

12.10. not install or operate the Equipment in any way other than specified which may cause damage, injury or death to any property or party negligent or otherwise; and

12.11. be responsible to maintain all electrical testing and tagging of equipment and to maintain an accurate asset register subject to and in accordance with all local, state and federal laws. (detailed information available on request); and

12.12. supply to LIFELIKE within 4 hours of request, or, within to any authorised department or individual within 24 hours of request, an accurate test and tag asset register; and

12.13. pay to LIFELIKE all expenses reasonably and properly incurred by it by reason of LIFELIKE retaking or attempting to retake possession of the equipment; and

12.14. pay to LIFELIKE on demand all monies which LIFELIKE may reasonably and properly think fit to pay to make good any failure by The Customer to comply with any obligation herein provided for; and

12.15. hereby authorise LIFELIKE to enter any premises where LIFELIKE believes that the Equipment may be located for the purpose of inspecting, testing and tagging and/or repossessing the Equipment; and

12.16. employ suitably qualified and trained personnel to operate the Equipment. If the Equipment has, in the opinion of LIFELIKE, been damaged during any period with which the Equipment is hired to The Customer, The Customer shall pay such charges as shall be specified by LIFELIKE from time to time in its schedule of prices for repair within 10 days from the date of an invoice from LIFELIKE claiming the cost of such repair. The Customer shall indemnify LIFELIKE against any loss of or damage to the Equipment. Such loss may include but not be limited to the cost of repair, loss of hiring

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fees and the like. In this respect The Customer shall pay to LIFELIKE damages calculated at the daily rate referred to on the front page of this agreement for each day or part thereof that the Equipment is not available for use as a consequence of damage caused to the Equipment during any period within which the Equipment is hired by The Customer; and

- 12.17. hereby authorise LIFELIKE to enter any premises where LIFELIKE believes that the Equipment may be located for the purpose of inspecting or testing the Equipment; and
- 12.18. agrees to pay to LIFELIKE any and all Service fees associated with this agreement.

13. Liability and Indemnity:

- 13.1. To the fullest extent permissible under law, LIFELIKE will not be liable for any loss (direct, indirect or consequential) The Customer incur arising out of or in connection with the provision of the Equipment and/or Services. This includes any error in or failure to audio record or video record the event.
- 13.2. The Customer agree to indemnify LIFELIKE at all times in respect of all claims by any person in relation to damage, personal, injury and death; in connection with the use of the Equipment and/or services; From the time the equipment shall be uplifted or delivered to The Customer until such time as the equipment is returned to LIFELIKE.
- 13.3. The Customer shall be responsible for any injury or death, or any damage caused by the Equipment, or any part or parts there of no matter how or by whom such injuries, death or damage shall be caused, or caused by any fault or defect electrical, mechanical or otherwise in said equipment or any parts or parts there of whether latent or not and The Customer will keep LIFELIKE indemnified against any claims of any kind whatsoever and whosoever arising in connection with any such injuries, death or damage for which The Customer shall be responsible as here in before in this clause set out.
- 13.4. The Customer agree that so far as the law permits all conditions and warranties which might be implied on the part of LIFELIKE are hereby negated and excluded. Liability for a breach of any implied condition or warranty whether expressed or implied on the part of LIFELIKE which is not capable of exclusion shall be limited (but only to the extent permitted by law) to any one or more of the replacement of the Equipment, the supply of equivalent equipment, the repair of the Equipment, the payment of the cost of replacing the Equipment or renting equivalent equipment or the payment of the cost of having the Equipment repaired, whichever LIFELIKE in its discretion thinks fit.
- 13.5. To the maximum extent permissible by law, The Customer agree that:
- 13.5.1. the maximum aggregate liability of us to The Customer, however so arising, is limited to the option of us to the following:
- 13.5.1.1. in the case of Services, the supply of the services again or the payment of the costs of having the Services supplied again;
- 13.5.1.2. in the case of Equipment (or goods), the replacement of the Equipment or supply of equivalent Equipment; the repair of the Equipment the payment of the cost of having the Equipment repaired.; and
- 13.5.2. LIFELIKE are not liable for and no measure of damages will, under any circumstances, include:
- 13.5.2.1. special, indirect, consequential, incidental or punitive damages; or
- 13.5.2.2. damages for economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in contract, tort (including without limitation negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such damage was foreseeable and even if advised of the possibility of the loss or damage.

14. Credit

- 14.1. LIFELIKE is entitled without notice to terminate any credit arrangement with The Customer in the event of The Customer defaulting in respect to any of these terms and conditions or for any other reasons which we need not make known to The Customer.
- 14.2. LIFELIKE is entitled at any time to request suck security or additional security as we shall in our discretion think fit and will withhold supply of the Equipment and/or Services or any credit arrangements until such security or additional security is provided by The Customer.

15. Confidentiality & Intellectual Property:

- 15.1. The Title to all documents, data, written information, ideas and proprietary information furnished to The Customer by LIFELIKE prior to, during and after the performance of this Quotation and any Agreement shall remain exclusively with LIFELIKE and are covered under Australian Copyright Law and Australian Intellectual Property Law.
- 15.2. The Customer agree:
- 15.2.1. LIFELIKE provides all documents, data, written information, ideas and proprietary information including those provided in written, verbal or electronic means under license, solely for the performance of this Agreement and any activities directly related thereto.
- 15.2.2. not to divulge any documents, data, or written information, ideas and proprietary information that it receives from LIFELIKE, in part or whole by any means;
- 15.2.3. The Customer shall protect all such documents, written information, ideas and proprietary information;
- 15.2.4. to pay LIFELIKE any and all fees associated with the design and development of all documents, data, written information, ideas, proprietary information and resources at LIFELIKE's current design and service rates.
- 15.2.5. The provisions of section 13) shall survive the completion of performance of Design

16. General:

- 16.1. Entire agreement: This agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties. This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.
- 16.1.1. Variation of Contract and/or Agreement: Under no circumstance shall LIFELIKE accept any change or modification any term or condition unless expressly agreed to in writing by a LIFELIKE Director.
All Terms and Conditions of this Hire Agreement are considered as part of the Whole Agreement. Any deletion, redaction, modification, annulment or otherwise by The Customer or other party to this agreement are null and void and the full Terms and Conditions of Hire provided with this agreement shall apply unless sited and agreed to in writing by a LIFELIKE Director.
Please note: the Employees and Management are not authorised to approve or accept any changes or modification to this agreement and their signature or agreement is NOT binding.
- 16.1.2. Relationship of the parties: Except as expressly provided in this Agreement:
- 16.1.2.1. nothing in this Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; an
- 16.1.2.2. no party has the authority to bind any other party.
- 16.2. Further assurances: Except as expressly provided in this Agreement, each party must, at their own expense, do all things reasonably necessary to give full effect to this Agreement and the matters contemplated by it.
- 16.3. Severability: In the event that any provision (or part thereof) contained in this agreement is rendered void, invalid or unenforceable, then such provision (or part thereof) shall be severed from this agreement without affecting the remaining provisions thereof.
- 16.4. Governing law and jurisdiction:
- 16.4.1. This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales
- 16.4.2. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and legitimate courts of appeal from such courts and the Commonwealth of Australia
- 16.5. Notices: Any notice or other communication under this agreement shall be in writing and service shall be sufficient if delivered at or sent by email to the client's email address shown on this agreement, or ordinary pre-paid post to the party's address shown in this agreement or to such other address as any party may from time to time notify in writing to the other.
- 16.6. Review of the Terms and Condition of Hire Agreement:
- 16.6.1. LIFELIKE reserves the right to review these terms and conditions without notice and shall display any new terms and conditions on their website www.LIFELIKE.com.au, or otherwise make available any new terms and conditions via request of the hire department manager.
- 16.6.2. If during the period of an agreed contract, LIFELIKE reserves the right to review and make changes to these terms and conditions and shall provide 24 hours' notice to The Customer of any change.

For Further Information:

Write to: LifeLike Group Pty Ltd
PO BOX 421, RYDE NSW 1680
Phone: 02 8880 6766
Email: info@lifelike.com.au

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