

# TERMS & CONDITIONS OF HIRE

**LifeLike**  
ATMOSPHERES

ABN: 96 795 141 967

Sydney: 02 8880 6766  
Newcastle: 02 4915 9615  
info@lifelike.com.au

The words:

**Equipment:** means each and every item specified in the agreement and each and every part thereof; including any additional items recorded as having been supplied.

**LIFELIKE:** means LIFELIKE Atmospheres, LIFELIKE Group and its subsidiaries and assigns;

**Hirer:** means the person or persons named as hirer on the agreement or invoice.

## Agreement:

1. Where there is more than one Hirer then the liability of each shall be joint and several.
2. The Hirer will hire the Equipment from the commencement time on the commencement date until the return time on the return date specified in this agreement in consideration of payment to LIFELIKE of the hiring fee referred to in this agreement together with any specified courier fees.
3. For the purpose of this agreement the commencement time shall be the time specified in this agreement, and if the Equipment shall be delivered to the Hirer at its nominated address or if collected by the Hirer or the Hirers 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.
4. The Hirer shall:
  - 4.1. 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;
  - 4.2. not alter or make any addition to the Equipment without the previous consent in writing of LIFELIKE;
  - 4.3. keep the Equipment in the control and possession of the Hirer and not attempt or purport to sell, dispose of or encumber the Equipment in any way;
  - 4.4. not assign this agreement or the Hirer's rights hereunder without the prior written consent of LIFELIKE;
  - 4.5. notify LIFELIKE immediately in writing of any change in the Hirer's address;
  - 4.6. 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 Hirer's address appearing hereon is located except as LIFELIKE may from time to time approve in writing;
  - 4.7. produce the Equipment for inspection at any time to any representative duly nominated by LIFELIKE;
  - 4.8. notify LIFELIKE immediately in the event of any loss or damage to the Equipment;
  - 4.9. not use or install the Equipment in a manner that would or potentially could lead to the Equipment becoming a fixture;
  - 4.10. 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;
  - 4.11. 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)
  - 4.12. 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.
5. Damage, Personal, injury and death; From the time the equipment shall be received by the hirer from the owner or shall leave LIFELIKE's premises for delivery to the hirer or shall be in transit or shall come into the care or control of the hirer or his employees or agents and until the equipment shall be actually received back by LIFELIKE at LIFELIKE's premises the Hirer shall be responsible for any injury or death, or any damage caused by the said 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 hirer 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 hirer shall be responsible as here in before in this clause set out.
6. The Equipment shall at all times be and remain the property of LIFELIKE.
7. The Hirer shall 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 Hirer, the Hirer 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 Hirer 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 fees and the like. In this respect the Hirer 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 Hirer.

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8. 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 Hirer shall not return the Equipment to LIFELIKE by the return time other than through default of LIFELIKE, then;
  - 8.1. the Hirer 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
  - 8.2. 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 Hirer 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 a Proprietor of LIFELIKE from time to time as to the replacement cost of the Equipment shall be evidence of that cost. Payment of the replacement cost by the Hirer shall transfer title in the Equipment hereby agreed to be hired to the Hirer.
9. For the purpose of this clause the Hirer acknowledges that if the Equipment is not returned at the return time on the return date, then LIFELIKE will be unable to hire the Equipment to other parties or interested parties and as a consequence will suffer loss.
10. The Hirer further agrees:
  - 10.1. to 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 Hirer may become liable pursuant to this agreement.
  - 10.2. to provide LIFELIKE should LIFELIKE so require the policy or policies of insurance;
  - 10.3. to promptly pay all premiums and stamp duty in respect of such policies;
  - 10.4. not do or commit or suffer to be done any act or thing which might or could prejudice any such insurance.
11. The Hirer:
  - 11.1. shall pay to LIFELIKE all expenses reasonably and properly incurred by it by reason of LIFELIKE retaking or attempting to retake possession of the Equipment;
  - 11.2. shall pay to LIFELIKE on demand all monies which LIFELIKE may reasonably and properly think fit to pay to make good any failure by the Hirer to comply with any obligation herein provided for; and
  - 11.3. hereby authorises LIFELIKE to enter any premises where LIFELIKE believes that the Equipment may be located for the purpose of inspecting or testing the Equipment.
12. This agreement may be terminated by LIFELIKE without notice if:
  - 12.1. LIFELIKE ascertains that the Hirer has made a false statement in relation to the matters referred to in this agreement;
  - 12.2. the Hirer does not pay any hiring fees by their due date as specified in this agreement;
  - 12.3. the Hirer shall 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;
  - 12.4. execution or distress against the Hirer or the Hirer's goods shall be levied;
  - 12.5. any insurance proposal made by the Hirer in respect of the Equipment shall be declined or any insurance policy in respect of the Equipment shall be cancelled;
  - 12.6. the Hirer 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
  - 12.7. the Hirer is 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 Hirer any damages to which it may be entitled by reason of the Hirer's breach or repudiation of this agreement.
13. The Hirer warrants that before signing this agreement or verbally accepting any hire, the Hirer has satisfied itself as to the suitability of the Equipment. The Hirer is responsible for ensuring that the Equipment hired is suitable for its purposes and LIFELIKE makes no warranty in that respect.
14. The Hirer further 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.
15. On termination or expiration of this agreement, the Hirer shall return the Equipment to LIFELIKE at LIFELIKE's office from which the Equipment was hired, unless it shall be specified in this agreement that LIFELIKE shall collect the Equipment, in good repair, condition and working order, ordinary wear and tear resulting from the

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- proper use thereof alone excepted, complete with all attachments and accessories such as cables, software, power packs, manuals and carry cases.
16. LIFELIKE may (but subject always to the rights of the Hirer hereunder) sell or assign either absolutely or by way of security its rights under this agreement and to the Equipment.
  17. No waiver by LIFELIKE of any default, breach or repudiation of this agreement by the Hirer shall affect the rights of LIFELIKE in respect of any further or continuing default, breach or repudiation.
  18. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.
  19. 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.
  20. 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.
  21. This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of that State and of the Commonwealth of Australia.
  22. Any notice or other communication under this agreement shall be in writing and service shall be sufficient if delivered at or sent by 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.
  23. Any reference in this agreement to the singular shall include the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "person" shall include corporation or any other legal entity.
  24. The Hirer agrees to be bound to the terms and conditions of the hire agreement or contract, and terms and condition of sale by:
    - 24.1. signing a LIFELIKE hire agreement or contract, and/or
    - 24.2. accepting goods on the provision of loan or hire, and/or
    - 24.3. by making a deposit or payment in full towards a hire; and/or
    - 24.4. providing verbal agreement without signing a said agreement,
  25. Review of the Terms and Condition of Hire Agreement:
    - 25.1. LIFELIKE reserves the right to review these terms and conditions without notice and shall display any new terms and conditions on their website, or otherwise make available any new terms and conditions via request of the hire department manager.
    - 25.2. During the period of an agreed hire contract, LIFELIKE reserves the right to review and make changes to these terms and conditions and shall provide 24 hours notice to the hirer of any change.
  26. Under no circumstance shall lifelike accept any change or modification any term or condition of hire or sale in this document. Any such change, modification shall be considered null and void and all conditions as originally written shall be accepted and agreed to by the hirer(s) unless otherwise agreed to in writing by LifeLike's Director prior to the signing of this agreement. Please note the Staff and Management are not authorised to approve any or accept any change or modification.