

Rental Agreement Part B – Terms and Conditions

Effective May 2015

1. Interpreting your rental agreement

1.1 The Rental Agreement between Tridium Pty Ltd ABN 42 126 052 953 as trustee for the Tridium Trust ABN 71 937 288 609 Trading As Gold Coast Camera Hire ("Gold Coast Camera Hire") and You is made on the date shown on the rental document You have signed in respect of the Items and is made up of that rental document, which is defined as "Part A", and these Terms and Conditions.

In these Terms and Conditions:

"Items" means the items ticked on page 1 of Part A of the Rental Agreement
"the Items" means the items ticked on page 1 of Part A of the Rental Agreement

"total cost" means the rental costs incurred in the renting the items, and is calculated by adding the selected items together from the pricing information and multiplying by the number of 24 hour periods rented. These are the costs incurred by Gold Coast Camera Hire for the processing of the rental agreement documentation and charges. This charge may vary depending on the pickup and return location the items are rented from. The Total Cost will be payable upfront prior to the receipt of the Items.

"No. 24 hr periods" means one consecutive 24 hour period, or one calendar day.

"Credit Card Fee" means the additional payment required where payment of any charge is made by Credit Card. This fee is incorporated with the Total Cost stipulated on Part A of the Rental Agreement.

"Downtime" means the time taken for restoring or repairing any damage to the 'items'.

"Gold Coast Camera Hire" means the person or entity details above the words "The Owner" on Part A or where applicable. Gold Coast Camera Hire is a Trading name of Tridium Pty Ltd ABN 42 126 052 953 as trustee for the Tridium Trust ABN 71 937 288 609.

"rental period" means the period commencing at the time and on the date shown on Part A and ending at the time and on the date that You return (or as regarded as returning under clause 6.3) the Items to the owner.

"You" or "Your" or "The renter" refers to the person with whom the Rental Agreement is made and whose details are stated under the words ("The Renter") on Part A. You are not authorised to allow any third parties the use of The Items while in Your possession.

"Drop Fee" means a fee applied to a rental where the return location is different to the opening location.

"Return Location" is the location shown beside the words Return Location in Part A of the Rental Agreement.

"Equipment Return Date and Time" means the date and time which you are required to return the Items to the owner.

"Bond" means the amount that will be taken off your Credit Card at the time of the agreement in addition to the Total Cost and will be held as part payment of any damage or loss that occurs to the Items.

"items cost" means the cumulative cost per 24 hours of all the Items selected to be rented, as shown in Part A of the rental agreement.

"whole 24 hour periods" means the number of days, where a whole 24 hour period is incurred from the first hour into that period. For example, 25 hours is equal to two Whole 24 Hour Period, or two days.

"Day" means a period of 24 hours, where a portion of that day occurs, it will be rounded up to include the entire day, or one Whole 24 Hour Period.

2. "The Renter" Eligibility

2.1 You agree and acknowledge that:

- (a) only You will possess and use The Items;
- (b) You have never been convicted of Insurance Fraud, Theft or Fraud;
- (c) You are 18 years of age or over;
- (d) Your drivers license must be written in English

3. Where you can or cannot take The Items

3.1 You are only permitted to move The Items within Australia States or Territories unless you have sought prior written express permission from Gold Coast Camera Hire.

4. Item Use

4.1 You must NOT:

- (a) allow or permit the items to be used for any illegal purposes;
- (b) sublet or let the items on hire to any other person;
- (c) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the Country, State or Territory in which the Items are being used;
- (d) use the items when they have been damaged;
- (e) operate or use the items in breach of any legislation, regulations, rules or by laws relating to privacy;

5. Maintenance, Security and Safety

5.1 You must:

- (a) maintain all of the Items seals and caps to the manufacturers specification;
- (b) keep the Items locked away and out of sight when not in use;
- (c) keep the Items under your personal care and attention at all times;
- (d) while changing the lenses of the items including any dust caps, perform the task with care and speed so as not to allow foreign bodies into the Items;
- (e) generally do all things necessary to keep and maintain the Items in their current state and condition;

5.2 You must not arrange or undertake any repairs to the Items (whether because of an accident or malfunction) without the express prior written authority of Gold Coast Camera Hire except to the extent that the repairs are necessary to prevent further damage to the Items in which case you must first attempt to contact Gold Coast Camera Hire by phone to inform them of the steps you are intending to take and obtain approval to those steps. Gold Coast Camera Hire will only reimburse You for the cost of such authorised repairs if You keep and produce to Gold Coast Camera Hire the original receipts for those repairs and those repairs were required as a result of a malfunction of fault with the items that was out of your control.

6. Item return and replacement

6.1 You must return the Items to Gold Coast Camera Hire:

- (a) to the place, on the date and by the time shown on Part A, to to another location that has been previously arranged with Gold Coast Camera Hire; and
- (b) in the same condition as it was at the commencement of the Rental Period.

6.2 If you return the Items to a location other than that shown in Return Location in Part A, a Drop Fee may apply. If a Drop Fee applies, you must pay it at the end of the Rental Period.

6.3 If you return the Items to any place other than the Return Location, or if the Items are returned outside of the hours of operation, or after the Equipment Return Date and Time, You will be deemed to have returned the Items to Gold Coast Camera Hire only when Gold Coast Camera Hire takes possession of the Items. The rental charges will continue and You will be responsible for the Items until such time as the Items are deemed to have been returned. You must pay all additional rental charges at the rate of Items Cost multiplied by the number of whole 24 hour periods incurred after the

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date and of the time shown in the Equipment Return Date and Time shown in Part A of the Rental Agreement.

6.4 Gold Coast Camera Hire may request the immediate return of the Items if you have materially breached or Gold Coast Camera Hire suspects you have materially breached the terms and condition of this agreement. Gold Coast Camera Hire may repossess the Items without any notice to You. You must also pay Gold Coast Camera Hire any cost it incurs in the repossession of the Items as well as all reasonable costs and charges under the Rental Agreement.

6.5 Gold Coast Camera Hire reserves the right to not replace the Items if the Items or third party property is damaged, or if a fault occurs, before the rental period expires.

6.6. If there is a drop off facility provided for you if we are not able to personally receive the items at the time you wish, this facility is done so at your own risk, and the items will be inspected once they are collected from that facility, you take all responsibility and risk in using that service, as it is a courtesy provided to you only, and we do not recommend using it. If you are concerned about the safety, or that you have dropped back damaged goods, you should notify us, and make an appropriate time to return the items to us personally.

7. Batteries, Caps, Covers, Cameras and Filters

7.1 Flash:

(a) You will be responsible for batteries to operate the Canon 580EX II flash. You must only use batteries as per the manufacturers specification. Only use size-AA alkaline batteries. Always use a new set of batteries of the same brand. When replacing the batteries, replace all four at one time. Size-AA Ni-MH or size-AA Lithium Batteries can also be used.

7.2 Batteries.

(a) Use the relevant batteries provided. Use the batteries as per the manufacturers specification. Charge the batteries fully prior to using.

7.3 Lenses

(a) The Canon 24-70 2.8L Lens and Canon 70-200mm 2.8L IS Lens both come fitted with Hoya Pro1D UV 77 and 82mm filters, and must remain fitted to the lens under all circumstances. You may screw the extra filters onto the UV filter without removing the UV filter.

(b) The Canon 8-15mm, 14mm and 400mm lenses come with front and rear lens caps. You are to keep the lens caps on the lenses when the lens is not being used. You are not to allow any object that may scratch the lens come into contact with it. Use only cleaning fluids designed to be used on lenses, and use a soft clean cloth only.

(c) All lenses are susceptible to being damaged if knocked or dropped. All lenses are made of glass construction and all due care must be observed.

(d) You will be responsible for the professional cleaning and servicing of the lens if any foreign bodies are found within the lens.

7.4 Covers and Bags for Items

(a) You must always ensure when not in use, you keep The Items inside their respective protective covers, bags and protective equipment as provided to You.

7A Operating Manuals

You are required to follow all instructions, guidelines and recommendations including safety procedures provided by the manufactures operating manuals. All The Items provided to You, have an online manufacturers website that you can access to read online manuals. Hardcopy manuals are not provided to you, as in many circumstances, equipment is not sold with hard copy manuals. You acknowledge it is Your responsibility to familiarise Yourself with the manuals and Items prior to using The Items. Gold Coast Camera Hire do not offer information on how to use Items, and are not a

teaching facility, but will help where we can merely as a courtesy. If we fail to be able to help you with a technical issues, this is not grounds for a claim against Gold Coast Camera Hire. If you discover The Items you have rented are not fit for the purpose (except as required by law) you intended to use them, we will not be liable in any way whatsoever. It is Your responsibility to ascertain what Items you need for the specific job you are using them for.

8. Damage and Loss of Property

8.1 Except to the extent that Gold Coast Camera Hire is liable at law and subject to this clause, You are liable:

- (a) for the loss of, and all damage to, the Items;
- (b) the cost of repairing, servicing and recovery of the Items;
- (c) for all damage to Your property or the property of any person which is cause or contributed to by You or which arises from the use of the Items by You;
- (d) appraisal or assessment fees;
- (e) reasonable administrative fees and legal costs of recovery, servicing and repairs;
- (f) a per day loss of use based on 50% of the Items Cost as displayed in Part A of the Rental Agreement on the downtime of the Items calculated after the Items are returned.

Remember that references to the "Items" (as defined) include all of its part, components and accessories, including and not limited to those in table 1.

8.2 Gold Coast Camera Hire will reduce the balance of the costs described in clause 8.1 by the Bond amount provided the Bond amount was successfully attained from You. If the Bond amount exceeds the costs as described in clause 8.1, you will be refunded the difference.

8.3 Items will be given to the manufacturer of those items in the event of requiring repair where possible.

8.5 You acknowledge that are aware of the above conditions and your liability by your signature on Part A.

9. Owners Liability

9.1 Except as provided at law, Gold Coast Camera Hire is not liable to any person, and You indemnify Gold Coast Camera Hire, for any loss of, or damage to, any person or property.

9.2 Gold Coast Camera Hire will not be responsible for the state and condition of any property found alongside the Items after the Items are returned to Gold Coast Camera Hire. Any person claiming the return of such property is required to furnish Gold Coast Camera Hire satisfactory proof of ownership.

9.3 You have rights conferred under consumer legislation and neither clause 9.1 nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Australia Consumer Law in Australia or any other Federal, State or Territory legislation in Australia to the same effect.

10. Payment of Charges

10.1 At the end of the rental period, you must pay Gold Coast Camera Hire on demand:

- (a) all charges specified on Part A and all charges payable under the Rental Agreement, less any deposits or bond already paid;
- (b) the credit card fee in Australia being 2.00%
- (c) any amount payable by Gold Coast Camera Hire or payable by You arising out of Your use of the Items or imposed by You or Gold Coast Camera Hire by any governmental or other competent authority.

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(d) any amount for which You are liable to Gold Coast Camera Hire under the Rental Agreement, in respect of a breach of the Rental Agreement or for damage or loss to the Items or third party property.

10.2 The minimum charge You must pay for the rental of the Items is an amount equivalent to:

- (a) one days rental at the "items cost" shown on Part A (subject to clause 6.4); plus
- (b) any damage, loss, repairs or servicing to the Items; plus
- (c) all other agreed fees and taxes specified on Part A and Part B.

10.3 You authorise Gold Coast Camera Hire to charge all monies payable to Gold Coast Camera Hire under the Rental Agreement to Your credit card for any extension or the original contracted rental period, or damage or loss detected upon return of the Items. Any existing damage will be noted in clause 16 of this agreement. If the Items are returned with any additional damage, malfunction or loss, Gold Coast Camera Hire will charge your credit card with any shortfall of damage, malfunction or loss not covered by the Bond. If you dispute these charges, please refer to clause 14 for dispute resolution.

10.4 You must make payments for the rental when Gold Coast Camera Hire so designates including making payments in advance or at any other time during the rental period.

10.5 Gold Coast Camera Hire will pay any refund due to You by such method as Gold Coast Camera Hire may reasonable choose.

10.6 In the event of a third party claim, Gold Coast Camera Hire shall have the right to hold all liability and associated payments received from you until such time as a full recovery is made from the third party.

10.7 If You do not pay all charges at the end of the Rental Period, You must pay interest at the Reserve Bank of Australia Cash Rate plus 6.00% per annum on the outstanding balance from the end of the Rental Period to the date all charges are paid in full.

11. Breach of these terms and conditions

11.1 Gold Coast Camera Hire shall have the right to terminate the Rental Agreement and take immediate possession of the Items at any time if You breach these terms and conditions.

11.2 Breaches of this Rental Agreement will result in You paying for:

- (a) all costs to rectify the Items to their original condition or replacement of the Items; and/or
- (b) loss of rental revenue to Gold Coast Camera Hire; and/or
- (c) damage to third party property being Your full responsibility; and/or
- (d) all costs for repairs, replacement, servicing and assessment of the Items.

12. Applicable Law

The laws of Queensland and the Commonwealth of Australia govern these terms and conditions where the Items are supplied in Australia.

13. Dispute Resolution

If you believe there has been an error in your account or if the amount charged is unreasonable you must notify The Owner and submit within five (5) working days your complain in writing providing exact details of your complaint together with any evidence in support of your complaint. Gold Coast Camera Hire will investigate your complain and respond to you within five (5) working days. If you are still dissatisfied, you must notify us in writing within five (5) working days and a meeting will be arranging as soon as practicably possible between You and Gold Coast Camera Hire to resolve the dispute.

14. Owner is not responsible & Time

The owner assumes no responsibility for any of the items provided to the Renter, including and not limited to item failures or breakdowns or the items not doing what the renter thought they would do, or what the items were asserted to do by the Owner, including any oral or written statements. The Owner also takes no responsibility for any negligent or criminal matters of any kind including the Items not being available for rent at the time of the rental agreement. Time is of the essence.

15. Privacy Policy

We at Gold Coast Camera Hire are committed to protecting and maintaining the privacy of Your personal information. In Australia the Commonwealth Privacy Act 1988 regulates the handling of personal information by Australia private sector organisations.