

## Terms and Conditions Equipment Hire and Loan

### Terms and Conditions

#### Recitals

ACES is engaged in consultancy and operational engagements in the areas of Security, Risk Management, Occupational Health & Safety, Public Safety, Emergency Management and Event Management in the application, creation and implementation of management systems, analysis, reviews, and operational implementation.

ACES also trades as Secure Domain, Avert Risk Management Services, Assure Event Safety Services, Alleviate Event Administration and Logistics and Australian Concert and Entertainment Services in the above areas of business. This undertaking applies to all trading names, associated and related companies of ACES.

ACES supplies or rents equipment for the purposes of engagements in its areas of expertise.

ACES and the Client agree that, in the course of their relationship, ACES will supply equipment, for payment or free of charge, which will be supplied under the conditions contained herein.

#### Operative Part

##### 1. Hire Fees

The Hirer agrees to pay ACES the Hire Fees for the Equipment at the rates specified in the Equipment Hire Contract from the date and time the Equipment is taken out to the date and time the Equipment is returned to ACES. The Hirer pays for the entire time the Equipment is hired out not for the time the Equipment is used.

First time Hirers may be required to leave a Security payment prior to being able to Hire Equipment. The Security Deposit is refunded on the equipment's return and production of a Tax Invoice by ACES.

Late return of Equipment will be charged at the full normal daily rate until Equipment is returned. The minimum hire period is 1 day (24 hours).

##### 2. Taxes, Stamp Duty and Government Charges

The Hirer agrees to pay ACES all and any appropriate taxes, stamp duty and government charges in addition to the Hire Fees. If a goods and services tax or similar value added tax ("GST") is levied in respect of any taxable supply made under or in connection with this Contract the amount payable for that supply will be increased by the rate of GST and shall reflect any reduction in or abolition of any existing taxes.

##### 3. Insurance

The Hirer is responsible for procuring their own insurance for the full value of the Equipment in the case of loss, theft or damage during the hire period. No insurance is offered by ACES.

Clients are 100% responsible for complete replacement/repair costs of damage, lost or stolen Hire Equipment

##### 4. Use of Equipment

The Hirer shall use the equipment for purpose(s) for which is designed for and agreed to at the time of hire. If the equipment is used in a negligent, unskilful or improper manner, or in a manner other than that for which the Equipment was intended or constructed (or if the Hirer leaves the Equipment unattended), and the equipment is thereby lost or damaged, then the Hirer shall be liable to ACES for any such loss or damage.

##### 5. Freight / Delivery / Installation

The Hirer agrees to pay all freight, delivery, transportation, shipping, postage and courier costs whether incurred by the Hirer or ACES in respect of the delivery and/or return of the Equipment.

ACES is not liable for any delays in delivery of Equipment.

##### 6. Payment

ACES usual credit terms apply to all Hirers who have a credit account with ACES.

For Hirers who do not have a credit account, all fees and charges payable under this Contract must be paid in advance and Hirer agrees to provide full contact details, proof of address and a credit card imprint. The Hirer agrees to any additional costs and payment in full within credit terms for any additional freight and delivery costs incurred and any additional Hire Fees and other charges incurred as a result of late return Equipment.

Any expenses, costs or disbursements incurred by ACES in recovering any outstanding monies including debt collection fees and Solicitor costs shall be paid by the customer, providing that those fees do not exceed the scale charges as charged by that Debt Collection Agency/Solicitor plus any out of pocket expenses".

##### 7. Ownership of Equipment

The Equipment shall at all times remain the property of ACES. The Hirer agrees not to sell, transfer licence, loan, hire or give the Equipment to any one or to part with or share possession of the Equipment or do anything which may effect ACES interest in the Equipment.

If the Equipment is hired on to a third party by the Hirer - it remains the responsibility of the Hirer for the condition and return of equipment.

##### 8. Cleaning

At the end of the hire period and before returning the Equipment to ACES, the Hirer agrees to properly clean the Equipment. The Hirer agrees to pay for any cleaning costs incurred by ACES in the event the Hirer fails in its cleaning obligations. ACES may deduct such costs from the Hirer's deposit or credit card.

##### 9. Breakdown

In the event of the hire period and before returning the Equipment the Hirer shall return the Equipment to ACES immediately and shall on no account repair or attempt to repair the Equipment without the prior consent of ACES.

##### 10. Liability

Where permitted by the Trade Practices Act 1974 ACES shall not be liable to the hirer or any third party in respect of any loss or damage however caused arising directly or indirectly from the hire of the Equipment. ACES liability if any is limited to a refund of the Hire Fees charged for such Equipment. All other excludable warranties whether express or implied are excluded. The Hirer indemnifies or holds harmless ACES from all and any liability, losses, damage, claims, demands and expenses of any kind however caused arising directly or indirectly from this Equipment Hire Contract.

##### 11. Reservations and Cancellations

Failure to cancel pre-booked Equipment at least 24 hours prior will incur a half day Hire Fee.

##### 12. Termination

The Equipment Hire Contract may be terminated immediately by ACES if the Hirer breaches any term of this Contract.

##### 13. Free of Charge Issue

Where equipment is supplied by ACES on a free of charge basis, these terms and conditions still apply.

##### 14. General

ACES reserves the right to amend the terms and conditions of this Equipment Hire Contract at any time

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