

Terms and Conditions

All capitalised terms are explained in clause 12.1.

1. GENERAL TERMS AND CONTRACT

- 1.1 The Contract constitutes the entire agreement between LiteMUP and the Hirer in relation to the hire of the Equipment.
- 1.2 The terms of the Contract supersede all other terms, conditions or provisions contained in any purchase order, sales confirmation, or other document issued by the Hirer to LiteMUP. The Hirer acknowledges that, unless otherwise agreed in accordance with these General Terms, all other terms, conditions or provisions contained in any purchase order, sales confirmation or other documents issued by the Hirer, are not part of the Contract and are not binding on LiteMUP.
- 1.3 Any variation of a term, exclusion of a term from the Contract or inclusion of a term into the Contract must be in writing and signed by both LiteMUP and the Hirer.
- 1.4 If there is ambiguity or inconsistency of the terms of the Contract, precedence of the terms will be determined in the following order:
 - (a) first, the Agreed Amendments;
 - (b) second, the Invoice;
 - (c) third, the Rental Agreement; and
 - (d) fourth, these General Terms.

2. HIRE OF EQUIPMENT

- 2.1 LiteMUP hereby agrees to hire the Equipment to the Hirer for the Term.
- 2.2 At the time of hiring the Equipment to the Hirer, LiteMUP shall provide to the Hirer all globes necessary to enable the proper usage of the Equipment.

3. PAYMENT

- 3.1 The Hirer must pay to LiteMUP the Hire Charge for the hire of the Equipment
- 3.2 Unless agreed otherwise, the Hirer must pay the Hire Charge to LiteMUP upon return of the Equipment, or in the event of the Equipment being returned through the Collection/Delivery Service, at the time of collection.

4. COLLECTIONS, RETURNS AND DELIVERY

- 4.1 The costs associated with the collection and/or return of the Equipment is to be borne by the Hirer.
- 4.2 Where the collection/return/delivery of the Equipment is to occur through the Delivery/Collection Service, the Hirer is responsible for contacting LiteMUP to arrange the same and the Delivery/Collection Service Fee will be payable by the Hirer to LiteMUP in addition to the Hire Charge.

5. INSURANCE

- 5.1 The Hirer hereby undertakes and agrees to insure the Equipment for its full new replacement value and against all risks, and to keep the Equipment so insured for the Term and any period thereafter during which the Equipment remains in possession or under control of the Hirer, with a solvent and reputable insurer and to furnish to LiteMUP documentary evidence regarding the same upon request.

6. USE OF EQUIPMENT

- 6.1 The Hirer undertakes not to part with possession of the Equipment and not to cause or permit any legal or equitable lien or other encumbrance to take effect or to be created over or in respect of the Equipment.
- 6.2 The Hirer shall not use the Equipment or allow the Equipment to be used in any way or manner likely to cause damage to the Equipment or in connection with any dangerous assignments.
- 6.3 The Hirer hereby warrants that:
 - (a) during the Term it shall be fully responsible for the Equipment and for any damage to, loss or theft thereof; and
 - (b) it shall during the Term use the Equipment in a skilful and proper manner and shall at the Hirer's expense maintain the Equipment in good working order.
- 6.4 The Hirer hereby undertakes to pay to LiteMUP on demand, all amounts due to LiteMUP in the event that the Equipment or any part thereof is lost or damaged during the Term:
 - (a) the repair or replacement costs of the Equipment or any part thereof; and
 - (b) any amount which is calculated in accordance with the hiring rate applicable to this Contract which constitutes the loss of hiring fees for the period in which the Equipment is not able to be used by LiteMUP for the purpose of hiring to its customers.The Hirer's liability under this clause applies irrespectively of whether or not the loss or damage was caused through the Hirer's own fault, negligence or recklessness or the fault, negligence or recklessness of any of its servants or agents and irrespectively of whether any issuer who has provided the Hirer with a policy of insurance in respect of the Equipment refuses to pay for any claim in respect of the Equipment.

7. WARRANTIES, LIABILITY AND LIMITATION

- 7.1 The Hirer agrees that, to the maximum extent permitted by law:
 - (a) all representations, liabilities, express or implied terms, conditions and warranties and all product guarantees, rights and remedies under the ACL or otherwise existing at law not in this Contract are excluded; and
 - (b) LiteMUP is not liable for any injury, loss, accident, claim or damage whatsoever arising out of or in connection with the Equipment or its use or any part thereof during the Term including, without limitation, indirect or consequential loss to the Hirer arising from third party claims; and
 - (c) LiteMUP is not liable for any loss, claims or proceedings whatsoever including any costs or damages arising from the non-delivery or failed performance of the Equipment from any cause whatsoever.

8. DEFAULT

- 8.1 If the Hirer defaults in complying with any of its obligations under the Contract, LiteMUP shall be entitled to enter any premises on which the Equipment is located, and to use the Hirer's name in so doing, to take possession of the Equipment.

9. PPSA REGISTRATION

- 9.1 The Hirer consents to LiteMUP effecting a registration on the PPSA register (in any manner LiteMUP considers appropriate) in relation to any security interest contemplated by this Contract and the Hirer agrees to provide all assistance reasonably required to facilitate this. The Hirer waives the right to receive notice of a verification statement in relation to any registration on the register.

10. GST AND OTHER TAX

- 10.1 The Hirer is liable to pay any federal, state or local sales, use, excise or other similar taxes including, without limitation, any GST. All prices provided by LiteMUP to the Hirer are, unless otherwise agreed, subject to an additional amount on account of GST.

11. GENERAL

- 11.1 If any provision of this Contract is void, voidable or otherwise unenforceable, that provision must be read down to the extent necessary to make that provision valid. If that provision cannot be read down to that extent, it must be severed. If the provision is severed all other provisions remain in full force and effect.
- 11.2 A party may only waive a provision, right or breach by another party if it is in writing and signed by all parties. The waiver only applies to the circumstance and terms described in the written agreement.
- 11.3 The Contract is governed by the law of Victoria and the parties submit to its exclusive jurisdiction of the courts of Victoria.

12. DEFINITIONS AND INTERPRETATION

- 12.1 In these General Terms unless the contrary intention appears:

ACL means Australian Consumer Law as defined in the Competition and Consumer Act 2010 (Cth);

Agreed Amendments means any term or condition agreed between LiteMUP and Hirer which incorporates, supersedes or varies a term of the Contract, excludes a term from the Contract or includes a term into the Contract;

Business Day means any day other than a Saturday, Sunday or designated public holiday in Victoria;

Contract means, in relation to the hire of Equipment to the Hirer, the contract comprising:
 - (a) these General Terms;
 - (b) the applicable Invoice relating to that supply; and
 - (c) any applicable Agreed Amendments,read as one document;

Delivery/Collection Service means the service conducted by LiteMUP regarding the delivery and/or collection of the Equipment to/from the Hirer upon request;

Delivery/Collection Service Fee means the amount payable to LiteMUP by the Hirer for the use of the Delivery/Collection Service as determined by LiteMUP from time to time;

Equipment means the film production equipment and vehicles described overleaf which are to be hired by LiteMUP to the Hirer;

General Terms means these terms and conditions;

GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Hirer means the client as specified in the Rental Agreement;

Hire Charge means:
 - (a) the amount specified in the Rental Agreement for the hire of the Equipment which amount is calculated on a daily rate commencing from the time the Equipment leaves the LiteMUP Premises until returned to the LiteMUP Premises, regardless of whether collected from and/or returned to the LiteMUP Premises by the Hirer directly or through the Delivery/Collection Service, save that where returned after 10 am an additional days rate shall be payable;
 - (b) plus, where any globes supplied with the Equipment are blown during the Term and are not returned to LiteMUP at the conclusion of the Term, an amount representing the replacement cost of such blown globes.

Invoice means a tax invoice issued by LiteMUP to the Hirer in relation to the hire of the Equipment;

LiteMUP means Lite M Up Pty Ltd ABN 51 089 588 527;

LiteMUP Premises means 219 Grange Road, Thornbury VIC 3071 or such other premises from which the business of LiteMUP is conducted;

PPSA means the Personal Property Securities Act 2009 (Cth);

Rental Agreement means the document overleaf given by LiteMUP specifying the Equipment to be hired; and

Term means the term specified in the Rental Agreement as being the period for which the Equipment will be hired by LiteMUP to the Hirer, together with any other term during which the Equipment remains in the possession of the Hirer with the express consent of LiteMUP.
- 12.2 In these General Terms, unless the Contract otherwise requires:
 - (a) headings do not affect interpretation;
 - (b) singular includes plural and plural includes singular;
 - (c) references to legislation includes any amendment to it, any legislation, substituted for it and any subordinate legislation made under it;
 - (d) reference to a person includes a corporation; and
 - (e) an expression defined in the Corporations Act 2001 (Cth) has the meaning given by the act;
 - (f) reference to a thing including all or any part of it.