



HIRE AGREEMENT

Terms and Conditions

1.1 In this Agreement, unless the context otherwise requires:

Commencement Date means the date on which the Equipment is delivered to and installed at Hirer's Premises as specified in Section 3(a).

Equipment means each and every item of equipment described in Section 2 as well as each or any replacement or substitute thereof and all parts and components including cables, carry cases, power packs and manuals and, where the context requires, includes any part of such equipment.

Hire Fee means the hire fee specified in Section 2.

Hirer means the party to whom Sensormatic has agreed to hire the Equipment, as specified in Section 1.

Hirer's Premises means the address where the Equipment is installed by Sensormatic, as specified in Section 3(b).

Proprietary Information means any and all information and intellectual property relating to the Equipment, the installation or operation of the Equipment or Sensormatic's User Guide including but not limited to patents, designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade secrets, trade marks and copyright in such information and intellectual property.

Return or Returned means:

- (a) the physical return of the Equipment to Sensormatic or to an agent of Sensormatic; or
- (b) if the Equipment is lost, stolen or damaged, the date on which the Equipment is repaired or replaced as the case may be and available for use by Sensormatic.

Return Date means the return date specified in Section 3(a).

Sensormatic means Sensormatic Australia Pty Limited (ABN 63 001 268 033)

Sensormatic's User Guide means Sensormatic's standard user guide current as at the Commencement Date.

1.2 A reference to a "Section" is a reference to a section of the Rental Agreement Details.

1.3 Words importing the singular include the plural and vice versa.

1.4 All dollar amounts are in Australian currency and the Hire Fee and any other consideration, price or charge payable pursuant to this agreement is inclusive of GST.

1.5 Words denoting individuals include corporations and vice versa.

1.6 Where there is more than one Hirer then the liability of each shall be joint and several.

2. Hirer agrees to hire the Equipment from the Commencement Date until the Return Date in consideration of payment to Sensormatic of the Hire Fee.
3. Hirer will pay the Hire Fee to Sensormatic in accordance with the payment terms specified in Section 4. Hirer will also pay any stamp or transactional duty, fee or impost payable in respect of this Agreement.
4. Hirer will:
 - (a) conduct daily checks and ensure that the Equipment is operating within its guidelines or parameters;
 - (b) comply with all supplier's or manufacturer's warranties, instructions or guidelines relating to the Equipment or the use of it including Sensormatic's User Guide;
 - (c) notify Sensormatic immediately of any change in Hirer's Premises or contact details;
 - (d) notify Sensormatic immediately in the event of any loss or damage to the Equipment;
 - (e) provide at Hirer's expense, and to Sensormatic's specification, within 2 meters of the position at which the Equipment is to be located, a standard 3-wire 240 volt continuous 24-hour electrical power supply for the exclusive use of the Equipment;
 - (f) pay reasonable additional installation charges if the power source is more than 2 meters from where the Equipment is located;
 - (g) use the Equipment only for the purpose for which it is intended;
 - (h) provide Sensormatic with access to the Hirer's Premises so that Sensormatic can inspect, test or maintain the Equipment and for this purpose authorise Sensormatic to, on reasonable notice, enter the Hirer's Premises.
5. Hirer will not, without the prior written consent of Sensormatic:
 - (a) alter, interfere with, make any addition to or replace the Equipment in whole or in part;
 - (b) part with possession or control of the Equipment, attempt or purport to sell, dispose of or encumber the Equipment in any way;
 - (c) take or permit the Equipment to be taken from the Hirer's Premises;
 - (d) assign this Agreement or the Hirer's rights under this Agreement.
6. The Equipment will at all times remain the property of Sensormatic. Nothing in this agreement shall confer upon Hirer any right of property or interest in or title to the Equipment. Hirer must do all acts, matters and things reasonably necessary to safeguard and protect Sensormatic's title to the Equipment.
7. Hirer acknowledges that all Proprietary Information and all right, title and interest therein are the sole property of or licensed by Sensormatic and Hirer shall gain no right, title or interest in the Proprietary Information whatsoever.
8. Hirer must not and must not permit any person reasonably within its control nor procure any person to modify, copy, clone or reverse engineer the Equipment, or copy, modify or decompile any of Sensormatic's documentation relating to the Equipment.
9. Hirer warrants that it has satisfied itself as to the condition, suitability and fitness for purpose of the Equipment.
10. Sensormatic will provide to the Hirer reasonable instructions in the use and basic operation of the Equipment at or about the time of installation and supply a copy of Sensormatic's User Guide.

11. Sensormatic will maintain the Equipment in good working order by carrying out adjustments, repairs and replacements that are reasonably necessary as a result of fair wear and tear during ordinary use of the Equipment in accordance with Sensormatic's User Guide.
12. Without in any way limiting or affecting any other rights that Sensormatic may have, if the Equipment is damaged during the period from the Commencement Date until the Equipment is Returned to Sensormatic then:
 - (a) Sensormatic may, at its election, repair the Equipment in which case Hirer shall immediately pay to Sensormatic, in addition to any monies which may be payable elsewhere under this Agreement, such costs as may be incurred by Sensormatic for such repair; and
 - (b) Hirer shall pay to and otherwise indemnify Sensormatic against any other costs, expenses, loss of hire fees or damages whatsoever which may be incurred by Sensormatic as a result of such damage.
13. Hirer indemnifies Sensormatic against all liability, loss or damage, costs, charges or expenses arising from:
 - (a) injury to or death of persons or damage to property directly or indirectly arising out of the use, operation or possession of the Equipment;
 - (b) any breach by Hirer of the terms of this Agreement;
 - (c) seizure or forfeiture or other lawful confiscation of the Equipment;
 - (d) loss, destruction of or damage to the Equipment;
 - (e) any liability Sensormatic may incur as owner of the Equipment for stamp duty, GST or sales tax; and
 - (f) Sensormatic exercising a right or doing anything Hirer should have done under this Agreement.Each indemnity shall continue in full force and effect after the termination or expiry of this Agreement.
14. Hirer will insure and keep the Equipment comprehensively insured from the Commencement Date until the Equipment is Returned for its full insurable value and any other amounts for which the Hirer may become liable under this Agreement against fire, accident or theft and any other risk insured against in regard to equipment of a similar nature and such other risks as Sensormatic may reasonably stipulate and produce any policy or policies of insurance in respect of the Equipment to Sensormatic upon request. Hirer must not do or commit or suffer to be done any act or thing which might or could prejudice any such insurance.
15. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. These benefits are in addition to other rights and remedies under a law in relation to the goods or services to which the warranty relates.
16. To the extent permitted by law:
 - (a) Sensormatic's total liability for breach of this Agreement or any injury, loss, damage or expense arising out of or in connection with this Agreement or the hire of the Equipment or otherwise, whether that liability arises under contract, any indemnity, tort (including negligence), by statute or otherwise shall be limited to replacing or repairing the Equipment, supplying equivalent equipment or refunding any hire fees paid;
 - (b) Sensormatic shall not be liable under this Agreement in contract, under any indemnity, tort (including negligence), by statute or otherwise for loss or damage (whether direct or indirect) of profits, revenues, use, production, contracts, corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.
17. For the avoidance of doubt, nothing in this Agreement affects your rights under the Australian Consumer Law or similar legislation regarding consumer guarantees, conditions and warranties to the extent that such consumer guarantees, conditions or warranties cannot be excluded by law
18. If the Equipment is not Returned to Sensormatic within 14 days of the Return Date (or such other date as may be agreed in writing) then Hirer shall pay to Sensormatic the replacement cost of the Equipment. A certificate signed by a Sensormatic representative as to the replacement cost shall be conclusive evidence of that cost. Hirer acknowledges that the amounts payable under this clause are a genuine pre-estimate of the loss that would be suffered by Sensormatic if the Equipment is not Returned by the Return Date.
19. This Agreement may be terminated by Sensormatic immediately if:
 - (a) Hirer fails to pay the Hire Fee when it becomes due;
 - (b) Hirer commits or suffers an act of bankruptcy or being a company goes into liquidation or provisional liquidation or has a receiver, manager or other external controller appointed;
 - (c) Hirer is otherwise in breach of this Agreement.
20. In the event of termination of this Agreement pursuant to clause 19 or if Hirer otherwise breaches any provision of this Agreement:
 - (a) Sensormatic shall have the immediate right to take possession of the Equipment;
 - (b) Hirer grants to Sensormatic a licence to enter any premises where the Equipment may be located in the name of Hirer and to exercise any right to possession.
21. Hirer may terminate the Agreement before the Return Date by giving Sensormatic 3 months' notice in writing. If the Agreement is terminated by Hirer before the Return Date, Hirer must pay to Sensormatic a sum equal to 50% of the balance of the Hire Fee that would have been payable up to the Return Date.
22. 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.
23. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, contracts, arrangements, understandings, representations and undertakings.