

STANDARD TERMS AND CONDITIONS OF HIRE

To the fullest extent legally possible all contracts, dealings and/or arrangements made between Original Cine Pty Ltd ACN 006 170 421 t/a The Vision House ("Company") and the Hirer relating to the Equipment are subject to the following Standard Terms and Conditions of Hire ("Terms") unless otherwise agreed in writing.

1. Definitions:

In these Terms, unless the context otherwise requires:

- (a) "ACL" means Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth);
- (b) "Daily Rental Rate" means the daily rental rate for the Equipment as expressed in the Hire Schedule;
- (c) "Equipment" means the equipment listed as the Equipment in the Hire Schedule and any other associated equipment, tools and accessories the Company provides to the Hirer in relation to the Equipment;
- (d) "Expected Hire Period" means the period beginning on the Start Hire Date and ending on the Expected Hire Off Date;
- (e) "Expected Hire Off Date" means the date set out in the Hire Schedule as the Expected Hire Off Date or such other date as the parties may agree in writing;
- (f) "GST" means GST within the meaning of the GST Act;
- (g) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999;
- (h) "Hire Agreement" means these Terms and each Hire Schedule provided by the Company to the Hirer;
- (i) "Hire Charges" means the total amount of hire charges as set out in the Hire Schedule, including any delivery fee;

(j) "Hire Schedule" means the hire schedule provided by the Company and signed by the Hirer which sets out (among other things) the Equipment and the Daily Rental Rate for the Equipment to be hired to the Hirer pursuant to the Hire Agreement;

(k) "Hire Period" means the period commencing on the Start Hire Date and ending on the date that the Equipment is returned by the Hirer to the Company in accordance with the Hire Agreement;

(l) "Special Conditions" means the Special Conditions (if any) set out in the Hire Schedule; and

(m) "Start Hire Date" means the date set out in the Hire Schedule as the Start Hire Date or such other date as the parties may agree in writing.

2. Approval of Credit

- (a) The Hirer may apply for credit with the Company by submitting a Credit Application and the Company may, in its sole discretion, grant credit to the Hirer for the hire of Equipment.
- (b) The credit facility may be cancelled or reduced at the sole discretion of the Company at any time and without notice or reason being given to the Hirer.

(c) Upon cancellation or reduction of credit, the Company may demand full payment of any amounts outstanding before granting further hire of Equipment on credit or otherwise.

3. Hire of Equipment and charges

(a) The Company agrees to hire the Equipment to the Hirer at the Daily Rental Rate.

(b) The Hirer agrees to pay the Company the Daily Rental Rate for each day of the Hire Period.

(c) The Company acknowledges and agrees that the Daily Rental Rate has been calculated on the basis of the Hirer hiring the Equipment for the entirety of the Expected Hire Period.

4. Payment of Hire Charges

(a) Subject to clause 4(b), payment of the entire Hire Charge shall be made and written proof of payment provided to the Company prior to the Hirer taking delivery of the Equipment.

(b) If the Hirer has been granted credit in writing by the Company, payment must be made within 14 days of the date of the invoice without deduction or set off of any kind unless stated otherwise.

(c) The Company may apply a payment received from the Hirer to any amount owing by the Hirer under the Hire Agreement.

5. Other Charges

In addition to the Hire Charges, the Hirer agrees to pay the Company:

(a) a cancellation fee equal to 50% of the Hire Charges if the Hirer cancels its booking of the Equipment within 48 hours of the time Start Hire Date.

(b) the cost of delivery, collection or installation, as detailed in the Hire Schedule if the Hirer requires the Company to deliver, collect or install the Equipment;

(c) any stamp duty or GST arising out of this Hire Agreement;

(d) all other applicable levies, fines, penalties and any other government charges arising out of the Hirer's use or hire of the Equipment;

(e) a credit card surcharge of up to 2.5% plus GST of the payment amount where the Hirer pays by credit card;

(f) a payment dishonour fee if a Hirer's payment is dishonoured in any way. This fee will be in addition to any fees the Hirer's financial institution or credit provider may charge the Hirer;

(g) interest on any amounts that are overdue at a rate of 12% per annum calculated daily.

6. Return of Equipment

(a) Upon expiration of the Expected Hire Period or termination of the Hire Agreement for any reason, the Hirer must return the Equipment to the Company at the Company's premises at the Hirer's expense.

(b) The Hirer must return the Equipment to the Company in a clean condition and in the same good working order as it was provided to the Hirer (excluding fair wear and tear).

(c) The Hirer must immediately notify the Company in writing if it wishes to continue to hire the Equipment beyond the Expected Hire Off Date. The Company is not obligated to agree to any extension requested by the Hirer.

7. Title and Risk

(a) All risk with respect to the Equipment passes to the Hirer on collection or delivery (as the case may be) of the Equipment.

(b) The Hirer acknowledges that the Company owns the Equipment and in all circumstances the Company retains title to the Equipment and that the Hirer holds the Equipment as bailee for the Company.

(c) The Hirer must not offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Equipment in any way.

(d) In no circumstances will the Equipment be deemed to be a fixture.

8. Use of Equipment

(a) The Equipment must for its stated purpose and in a skilful and proper manner by persons having the appropriate qualifications and experience.

(b) The Equipment must not be used in any abnormal or hazardous assignment and the Hirer must take all reasonable precautions to ensure that the Equipment is kept safe and not damaged or destroyed.

(c) The Equipment must not be taken from the ground other than on a regular scheduled flight by a recognised airline.

9. Loss, theft or damage and breakdowns:

(a) The Hirer is solely responsible for any loss, theft or damage to the Equipment howsoever caused during the Hire Period.

(b) If the Equipment breaks down or becomes unsafe to use as a result of the acts or omissions of the Hirer or is lost, stolen or damaged beyond fair wear and tear during the Hire Period, the Hirer will be liable for:

(i.) any costs incurred by the Company to recover and repair or replace the Equipment; and

(ii.) the Hire Charges for that portion of the Hire Period during which the Equipment is being recovered, repaired or replaced up to a maximum amount of Hire Charges equal to 13 weeks beyond the Expected Hire Off Date.

(c) If the Equipment breaks down or becomes unsafe to use during the Hire Period the Hirer must:

(i.) immediately stop using the Equipment and notify the Company;

- (ii.) take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
- (iii.) take all steps necessary to prevent any further damage to the Equipment itself; and
- (iv.) not repair or attempt to repair the Equipment without the Company's written consent.

10. Specific Equipment Conditions

- (a) The Hirer acknowledges that the Company examines all filters, diffusers, graduations, fogs, neutral densities, polascreeens and electric bulbs prior to those items being supplied to the Hirer and that if any deterioration of these items occurs (including during transit by air or other means), the Hirer will be charged with their replacement cost.
- (b) The Hirer acknowledges that the residue left on certain electronic items can render those items unusable. Consequently, the Hirer must obtain the Company's written approval prior to using any Equipment in salt water locations.

11. Insurance

- (a) The Hirer must carry and maintain sufficient general liability insurance to cover for any loss, theft or damage caused to the Equipment while the Equipment is at the risk of the Hirer.
- (b) The Hirer must provide proof of such insurance if requested by the Company prior to taking delivery of the Equipment and the Company may, in its absolute discretion refuse to provide or require immediate return of the Equipment to the Hirer if such proof is not provided upon request.

12. Limitation Insurance

- (a) If the Hirer elects to purchase the Limitation Insurance, as indicated in the Hire Schedule, the Hirer's liability for any loss, theft or damage to the Equipment will be limited to \$2,000 plus GST, but such limitation strictly excludes loss damage or theft caused by or attributable to:
 - (i.) misuse, mechanical or electrical derangement;
 - (ii.) exposure to water, salt water, sand or dust;
 - (iii.) confiscation by Customs or any other Government authority;
 - (iv.) an arising of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - (v.) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of fuel; and / or
 - (vi.) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. or caused in circumstances where:
 - (vii.) the Equipment has been left in a vehicle, whether locked or unlocked, but unattended.
- (b) In the event of loss, damage or theft, the Customer shall:
 - (i.) immediately notify the Company (and Police, if a reasonable person would consider it necessary to do so);
 - (ii.) take all reasonable steps to recover or limit the damage to the Equipment;

(iii.) provide a full written report to the Company describing the circumstances of such damage, loss or theft;

(iv.) provide any supporting evidence of the claims made in the written report to the Company or the Company's insurer, including attends to Court to provide evidence, if required to do so by the Company, its insurer or legal advisers.

(c) Damage, loss or theft of electric globes (howsoever the loss, damage or theft occurs) is specifically excluded from coverage by Limitation Insusurance.

(d) It is a condition precedent to the limitation of the Hirer's liability by the Company under this clause 12 that the Hirer duly observe and fulfil any obligations placed on it by the operation of this clause 12. (e) Despite any provision of this clause 12, the Hirer acknowledges that the Company has in no way represented itself as a person carrying on the business of insurance.

13. Recovery of Equipment

(a) The Company may at the Hirer's cost, take all steps the Company deems necessary to recover the Equipment (including legal proceedings) if:

(i.) the Hirer is in breach of the Hire Agreement;

(ii.) the Hirer fails to return the Equipment by the Expected Hire Off Date (unless the Company has agreed in writing to extend it); or

(iii.) the Hire Agreement is terminated or otherwise comes to an end.

(b) Steps the Company may take to recover the Equipment includes but is not limited to entering the Hirer's premises (or any premises that the Equipment is located) in order to retake possession of the Equipment and the Hirer provides its consent to the Company to do so.

14. OH&S Compliance

The Hirer must ensure at all times that it complies with all applicable occupational health and safety laws, regulations and codes of practice when using and storing the Equipment.

15. Defects in Equipment

To the extent permitted by law, if the Hirer does not notify the Company in writing within three (3) days of delivery of any defect, shortage, or other failure to conform, the Equipment delivered shall be deemed to be in accordance with the Hire Agreement and to have been accepted by the Hirer as delivered.

16. Maintenance

During the Hire Period, and generally whenever the Hirer is in possession of the Equipment, the Hirer shall be responsible for any maintenance of the Equipment that is required to return the Equipment to its original condition (less fair wear and tear) and compliant with any statutory, regulatory and original equipment manufacturer requirements.

17. Default

(a) To the extent permissible at law (including under the ACL), default or breach by the Hirer of the Hire Agreement, or in any dealings with the Company will entitle the Company to retain all monies paid, call-up all monies due or owing (whether currently due and owing or not), take possession of the Equipment and thereupon the Hirer's right to possession shall cease, and recover from the Hirer any moneys payable under the Hire Agreement.

- (b) The Hirer shall pay all costs incurred by the Company in
- (i.) collecting or attempting to collect any sums owed under the Hire Agreement, including without limitation all mercantile agents costs, debt collection costs and legal fees on an indemnity basis;
 - (ii.) re-taking possession of the Equipment; and
 - (iii.) reconditioning the Equipment.

18. Inspection and location

- (a) The Hirer shall keep the Company informed of the exact location of the Equipment at all times.
- (b) The Hirer must not permit the Equipment to be removed from Victoria without the Company's prior written consent.
- (c) The Company may, by providing the Hirer with reasonable notice, inspect any of the Equipment at any time during the Hire Period and the Hirer must provide the Company with free and unimpeded access to the Equipment to allow that inspection to take place.

19. Special Conditions

The Special Conditions are incorporated into and form part of the Hire Agreement. If there is any inconsistency between the Special Conditions and any other provision of the Hire Agreement, then the Special Conditions will prevail but only to the extent of that inconsistency.

20. Liability and indemnification

- (a) Subject to clause 20(b), and except as expressly provided to the contrary in the Hire Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to the Hire Agreement are excluded to the maximum extent permitted by law.
- (b) To the extent permitted by law (including under the ACL), the Company's liability for a breach of this Hire Agreement is limited to (at the Company's election): (i.) the aggregate amount of Hire Charges paid under this Hire Agreement; or (ii.) the repair or replacement of the Equipment (or the cost of doing so).
- (c) To the extent permitted by law (including under the ACL), the Company will not be liable in any way for any contingent, consequential, direct, indirect, special or punitive damages arising whether due to the Seller's negligence or otherwise and the Hirer acknowledges this limit of liability and agrees to limit any claim accordingly
- (d) The Company will not be liable for any claim relating to or arising from any alleged fault or defect caused or contributed to by the Hirer or any third party.

(e) The Hirer is liable for and agrees to indemnify the Company against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Company in respect of:

- (i.) personal injury;
 - (ii.) damage to property; or
 - (iii.) a claim by a third party, in respect of the Hirer's hire or use of the Equipment or the Hirer's breach of the Hire Agreement.
- (f) The liability of the Hirer under clause 20(e) is reduced to the extent that the liability, claims, damage, loss, loss, costs or expense was caused by the Company's breach of the Hire Agreement or the Company's negligence.
- (g) Each indemnity in the Hire Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of the Hire Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity under the Hire Agreement.

21. Repair or replacement of Equipment (not at fault of Hirer)

- (a) If the Hirer considers that the Equipment or any of its part or parts of it is defective or becomes defect ("Defective Equipment"), it must provide written notice to the Company of the nature of the defect and providing such other details as the Company may request from the Hirer.
- (b) The Hirer may elect to either:

(i.) return, at its own cost, the Defective Equipment to the Company (or to any other repair facility designated by the Company); or

(ii.) request that the Company attend to the Hirer's premises to repair the Defective Equipment, whereupon the Company will make a determination in its absolute discretion whether or not the defect is a result of the improper use, service, maintenance, or installation by someone other than the Company or its authorised personnel.

(c) If the Company determines that:

(i.) the defect to the Defective Equipment is not a result of the improper use, service, maintenance, or installation by someone other than the Company or its authorised personnel, the Company will replace or repair (at its sole option) the Defective Equipment at its expense and, where applicable, return the Equipment to the Hirer. The Company may at its discretion bill the Hirer for such cost of transportation; or

(ii.) the defect to the Defective Equipment is a result of the improper use, service, maintenance, or installation by someone other than the Company or its authorised personnel, the Company must notify the Hirer of the cost incurred to diagnose the defect and of the estimated cost of transportation, diagnoses, and repair or replacement. If the Hirer does not request the Company to repair or replace such defect, the Company shall return the part or parts to the Hirer and bill the Hirer for the cost of transportation and diagnosis.

(d) Where an election is made by the Hirer under clause 21(b)(ii.) the Hirer must pay the Company's expenses of such

personnel, including transportation, room, board, and other travel expenses at net cost plus 15%. If the qualified service personnel determines that the defect is a result of the improper use, service, maintenance, or installation by someone other than the Company or its authorised personnel, in addition to the expenses set forth above, the Hirer shall pay the Company for all time expended by the qualified service personnel, including travel time, at the daily rate prevailing in the area from which such Company service personnel operate.

22. The Competition and Consumer Act 2010 (Cth) and Fair Trading Acts:

(a) Nothing in this Hire Agreement is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

(b) If the Hirer is a consumer for the purposes of the ACL, nothing in the Hire Agreement limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

23. Severability:

If a provision of the Hire Agreement would but for this clause, be unenforceable, that provision must be read down to that extent necessary to avoid that result and if that provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the Hire Agreement.

24. Applicable Law

The law governing the Hire Agreement will be the law in Victoria and the parties irrevocably submit to the nonexclusive jurisdiction of its courts and tribunals and to the Federal Court of Australia sitting in that State.

25. Waiver

If the Company elects not to exercise any rights arising as a result of breach of the Hire Agreement, it will not constitute a waiver of any rights relating to any subsequent or other breach.