Terms & Conditions of Hire

Terms and Conditions under which LIFELIKE GROUP PTY LTD ABN: 72 630 496 874, it's subsidiaries and assigns (herein called "LifeLike") Hires and Rents Equipment and Provides Services to, for and on behalf of customers (herein called "Customer").

1. Dictionary and Definitions: The following definitions apply to the terms and conditions as set out below that govern the *Contract* between *LifeLike* and the *Customer*.

In these terms and conditions, the singular includes the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "*person*" or the "*Customer*" shall include corporation or any other legal entity.

The words "such as", "including", "particularly" and similar expressions are not used as nor are interpreted as words of limitation.

Headings are for convenience only and do not affect interpretation of this Contract.

contractor, us, we, our	means *LIFELIKE GROUP PTY LTD ABN 72 630 496 874* and its lawful successors and permitted assigns, herein called "LifeLike";
customer, you, your	means the natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate to whom the equipment and/or service is, are or will be sold to as named on the contract;
equipment	means each and every item specified in the Quote and Hire Agreement document and each and every part thereof; including any additional items recorded as having been supplied;
consumable	means each and every purchased consumable item specified in the Quote or Hire Agreement and every part thereof; including any additional items recorded as having been supplied and not returned unused;
charges	means the amount shown where "Total charges" applies on the sales Tax Invoice;
agents	means natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate nominated by, representing or operating for and/or on behalf of the *Customer* including those signing purchase orders, collecting equipment, transporting equipment, accepting consignments, accepting or facilitating installations, Scope of Works, Services or Service Agreements;
quote	means the document describing the Services and/or Equipment to be provided by *LifeLike*
hire agreement	means the Legally Binding Contract between *LifeLike* and the *Customer*.
Corporations Act	means the *Corporations Act 2001 (Cth)* as amended from time to time;
GST	means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 and, unless otherwise defined in this Agreement, terms defined in that Act have the same meaning in this Agreement;
deposit, security deposit	means the deposit specified in Quotation, Proposal, Tax Invoice or Hire Agreement;
services	means the design; and/or preparation; and/or delivery; and/or setup; and/or operation; and/or installation; of *equipment (note this list is not exhaustive)*
personnel	means *LifeLike* staff as specified on the Quotation, Proposal or Sales Agreement;
project manager	means *LifeLike's* nominated employee or agent of *LifeLike* appointed to manage and administer the project on behalf of *LifeLike*;
terms	means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between *LifeLike* and the *Customer*;
customer order and purchase order	means the *Customer's* request for *Equipment* and/or *Services* provided verbally, in writing and/or via electronic acceptance or instruction;
Estimate	means any amount or value proposed or hypothesized based upon the information made available at the time of discussion or agreement and shall remain subject to change without notice based upon the actual equipment, time and labour hours used and/or incurred;
finance fee	means a fee charged to the *Customer* for providing credit and trading terms and for the servicing of any outstanding or bad debts;
business day	means any day other than: a. Saturday, Sunday or public holiday; or b. 27th, 28th, 29th, 30th or 31st December;
business hours	means the hours of 8:30am to 6:00pm AEST on any *business day*;
after hours	means the hours outside of *business hours*;
delivery	means the date when: a. the Equipment has been supplied at the delivery place; and b. has been inspected by the Project Manager and found to be consistent with the requirements of the *Contract*;
sub-contractor	means an individual, partnership or company contractually engaged by LifeLike to perform part or all of *LifeLike's Contract*;
non-executable condition	means any condition, warranty, guarantee, right or remedy implied or conferred by Commonwealth, State or Territory law, including the consumer guarantees in the *Australian Consumer Law*, that cannot lawfully be excluded, restricted or modified ("Non-Excludable Rights").

2. Hire Agreement: (Contract)

2.1. *LifeLike* will provide the *Customer* with a *Hire Agreement* in response to the *Customers* request for order and/or enquiry confirming the availability (or otherwise) of the *Equipment* and/or *Services* to be supplied to the *Customer* and stating the fees that apply. We will also provide the *Customer* with a set of these Terms and Conditions.

2.2. *LifeLike's Hire Agreement* is open for acceptance within the period specified on the *Quote or Hire Agreement*. If no such period is stated then it is within 30 days of the date of the *Hire Agreement* being provided to the *Customer*.

2.3. The *Hire Agreement* is Subject to *Change* based on any variance including but not limited to the following:

a. any extension or increase in the total number of hours or days of Hire;
b. delays in the return of equipment;
c. additional *Equipment* required or utilised;
d. additional *Consumables* required or utilised;
e. additional *Services* required or utilised;
f. any Venue, Site, Client or other delays;
g. additional performances;
h. any and all costs associated with the Postponement or Cancellation of a Hire;
i. any other foreseen or unforeseen circumstances.

2.4. The contract between *LifeLike* and the *Customer* will be formed when the *Customer* accept the *Hire Agreement* which includes the Terms and Conditions. (the "*Hire Agreement*")

2.5. The *Customer* warrants that their Agents and Assigns can act on their behalf in any and all matters pertaining to the Acceptance and of this agreement on their behalf.

2.6. The *Hire Agreement* is deemed to be accepted by the *Customer* when and if any one or more of the following occur:

a. the *Customer* advise us verbally, in writing, via email or by electronic acceptance that the *Customer* accepts the Hire Agreement;
b. the *Customer* physically or electronically sign the *Hire Agreement* via email or electronic response indicating they have accepted the *Hire Agreement*;
c. the *Customer* provide an *Order* or *Purchase Order* for the *Hire Agreement* ;
d. the *Customer* makes a deposit or payment in full towards a *Hire Agreement*;
e. the *Customer* accepts delivery of the *Equipment* and/or *Services*;
f. the *Customer* uses the *Equipment*, *Consumables* and/or *Services*.

2.7. Where there is more than one person or entity, then the liability of each shall be joint and several.

2.8. Where the *Customer* are entering into this *Hire Agreement* on behalf of a business or organisation, the *Customer* confirms that the *Customer* have the necessary authority to enter into this *Hire Agreement* on behalf of that business or organisation and that the *Customer* indemnify *LifeLike* against all losses and expense which may be incurred if this is not the case.

2.9. These Terms and Conditions shall prevail over all other conditions, including the *Customer Purchase Order* and or Confirmation Conditions and will only be waived or amended if *LifeLike*'s Directors agree to the changes in Writing. This includes any changes or modifications to *LifeLike*'s Terms and Conditions made by the *LifeLike* or other parties. Please note that Employees and Personnel of *LifeLike*, other than the Directors are not authorised to approve or accept any changes to these terms and conditions and the original terms and conditions shall prevail unless expressly agreed to by the Directors In Writing.

2.10. The *Customer* warrant that before entering into a *Hire Agreement*, the *Customer* have satisfied themselves as to the suitability of the *Equipment* and *Services*. *LifeLike* makes no warranty in respect to the suitability of *Equipment* and or *Services* for The *Customer's* event.

2.11. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

2.12. 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.

a. This agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties. This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.

2.13. *LifeLike* reserves the right to decline some or all of the *Customer's* order for any reason.

2.14. Where an error or omission arises and/or where equipment suddenly becomes available, *LifeLike* reserves the right to substitute 'same' or 'like' equipment and/or services without the *Customer's* prior written consent. Any variations will be made available to the *Customer*.

3. Hire Period:

3.1. *LifeLike* agrees to provide the *Equipment* and *Services* to the *Customer* during the Term of the Hire Agreement.

3.2. The *Customer* will hire the *Equipment* from the commencement time on the commencement date until the return time on the return date specified in the *Hire Agreement* in consideration of payment to *LifeLike* of the *Hiring Fee* referred to in the *Hire Agreement* together with any specified delivery fees.

3.3. For the purpose of this agreement the commencement time shall be the time specified in the *Hire Agreement*, and if the *Equipment* shall be delivered to the *Customer* at the *Customers* nominated address or if collected by the *Customer* or the *Customers* representative at a time before or after the specified time then the commencement time shall be the time the goods leave the store or the time of collection as aforesaid.

3.4. The Hire Period ends when the *Equipment* returns to our premises.

3.5. The *Customer* agrees that so far as the law permits all conditions and warranties which might be implied on the part of *LifeLike* are hereby negated and excluded. Liability for a breach of any implied condition or warranty whether expressed or implied on the part of *LifeLike* which is not capable of exclusion shall be limited (but only to the extent permitted by law) to any one or more of the replacement of the *Equipment*, the supply of equivalent *equipment*, the repair of the *Equipment*, the payment of the cost of replacing the *Equipment* or renting equivalent *equipment* or the payment of the cost of having the *Equipment* repaired, whichever *LifeLike* in its discretion thinks fit.

4. Terms:

4.1. The *Equipment* remains at all times the sole property of *LifeLike*. The *Customer* acquires no title or proprietary interest in the *Equipment* and must not sell, assign, sub-hire, charge, pledge, encumber or otherwise deal with it. Any payment of replacement cost is compensation only and does not transfer title unless *LifeLike* expressly agrees in writing after receiving cleared funds.

4.2. The *Customer* acknowledges that this agreement may create a security interest, including a PPS lease and, where applicable, a purchase money security interest, in favour of *LifeLike* under the *Personal Property Securities Act 2009 (Cth)* (PPSA). The *Customer* grants that security interest in the *Equipment*, its proceeds, and all present and after-acquired personal property supplied by *LifeLike* to secure every amount and obligation owing to *LifeLike*. The *Customer* must promptly provide accurate information and do anything reasonably required for *LifeLike* to register, maintain, perfect or enforce the security interest, and must reimburse *LifeLike* on demand for reasonable registration, amendment, discharge and enforcement costs. To the extent permitted by the PPSA, the parties contract out of provisions that the PPSA permits them to exclude, and the *Customer* waives any right to receive a verification statement except where the PPSA requires otherwise.

4.3. Without in any way affecting any other rights that *LifeLike* may have either pursuant to this agreement or at law, in the event that the *Customer* shall not return the *Equipment* to *LifeLike* by the return time other than through default of *LifeLike*, then;

a. The *Customer* will pay the daily rate specified in this agreement for each period of 24 hours or any part thereof commencing at the return time during which the *Equipment* is not returned; and

b. in the event that the *equipment* is not returned within 14 days from the return date or such later date as may be agreed in writing by *LifeLike*, then The Customer shall, in addition to any other monies hereby required to be paid, pay to *LifeLike* the replacement cost of the *Equipment*. In this respect a certificate signed by *LifeLike*'s Director as to the replacement cost of the *Equipment* shall be evidence of that cost. Payment of the replacement cost by the *Customer* shall transfer title in the *Equipment* hereby agreed to be hired to the *Customer*.

c. The *Customer* agree to pay all of the specified fees and charges associated with *the Hire Agreement*.

4.4. Where delivery and/or collection has not been quoted, the *Customer* agrees to collect and/or return the equipment entirely at the *Customer* cost at the time as specified on the *Hire Agreement*.

4.5. The *Customer* agree to pay *LifeLike* in accordance with the Payment Terms in section 5 below.

4.6. *LifeLike* may (but subject always to the rights of the *Customer* hereunder) sell or assign either absolutely or by way of security its rights under this agreement and to the *Equipment*.

4.7. No waiver by *LifeLike* of any default, breach or repudiation of this agreement by The Customer shall affect the rights of *LifeLike* in respect of any further or continuing default, breach or repudiation.

5. Payments:

5.1. The Customer agrees to pay *LifeLike* in the payment terms of this agreement including any fees and other charges as identified herein.

5.2. Payment Terms:

a. At *LifeLike*'s discretion we may allow payment of the Fees within a 7, 14 or 30 day time frame which will be nominated in the *Hire Agreement*.

b. If any amount is not paid when due, interest accrues daily from the due date until payment in full at the rate of 2% per month, or the maximum lawful rate if lower, and may be capitalised monthly. This interest is a genuine charge for the time value of money and credit risk and is not a penalty. *LifeLike* may also withdraw any conditional discount where the invoice states that the discount depends on payment by the due date.

c. The *Customer* indemnifies *LifeLike* for all reasonable, actually incurred costs and expenses arising from or connected with default, collection, recovery, repossession, preservation or enforcement, including mercantile-agent and debt-collection commissions, search fees, process-server fees, court and tribunal fees, expert fees, storage, transport, locksmith and security expenses, and legal costs on a full indemnity basis to the extent permitted by law. Where *LifeLike* acts without external lawyers, the *Customer* must also pay reasonable internal administration and management time directly attributable to enforcement, calculated at the rates stated in the Hire Agreement or, if none are stated, at *LifeLike's* then-current published service rates, but only to the extent recoverable as a contractual debt and not prohibited by law. This clause does not require a court or tribunal to award costs beyond its statutory power.

d. Where the *Customer* is a Government Department in the State of New South Wales, the relevant, current Terms and Conditions of the Small Business Commissioner and the nominated, agreed payment schedules shall apply. *LifeLike* retains the right to retract any and all discounts offered on the Hire Agreement for any late payments.

5.3. The Customer agree to pay *LifeLike*:

a. for all costs in connection with collecting, cleaning, repairing or replacing *Equipment* not returned in a clean and good working condition and will also be liable for fees at the daily rate shown in the *Hire Agreement* for the period of such repair, cleaning or replacement.

b. any variation or 'final amount' based on the total *Service* supplied to the client in accordance with *LifeLike* 's *Service* rates and minimum call rates as outlined in this contract.

c. a Security Deposit to *LifeLike* prior to the commencement of the *Hire Agreement* Period with the balance within the allowed time frame which will be specified on the *Hire Agreement*. Where not specified, all Payments Terms will be PRE-PAID.

d. Where *LifeLike* has taken a *Security Deposit* will use the whole or part of this *Security Deposit* in order to reduce the *Customer* liability the *Customer* have to us in relation to the provision of the *Equipment* and/or *Services* as outlined, but not limited to the items listed below;

5.4. Additional Fees, Charges and Disbursements may include but are not limited to:

a. Hire and *Equipment* and *Service* charges;

b. Additional expenses arising from the late return of *equipment*;

c. Late payment fees;

d. Damage (willful or otherwise);

e. Additional *service* charges;

f. Additional consumable items used and/or not returned;

g. Collection fees; etc.

Note: This list is not extensive or exhaustive.

5.5. Discounts:

a. From time-to-time, *LifeLike* may offers the *Customer* discounts at its sole discretion.

b. Irrespective of all other terms and conditions of this or any other agreement, *LifeLike* reserves the right to cancel any and all discounts under the following circumstances:
   i. if the *Customer* fails to pay any deposit, installment and/or the total on the *Hire Agreement* and any additional fees and charges within the nominated time frame on the *Hire Agreement*;
   ii. if the *Customer* fails to pay for any variation of fees for additional *Equipment*, *Services* and *consumables* as identified, but not limited to those above;
   iii. if the *Customer* are found to be in breach of any part of this contract;

5.6. Payment Methods:
a. Payments accepted include: Direct Deposit; Debit Card; Credit Card; and Cash;
b. Credit card payments are accepted via Visa & Mastercard.
c. Where any discount has been offered to the *Customer* the maximum value *LifeLike* will accept via Credit Card is $1,500.00 inclusive of GST. Amounts greater than $1,500.00 inclusive of GST can be paid by Cash or Direct Deposit only.
d. Where the *Customer* pays *LifeLike* via credit card in person or over the phone, the *Customer* automatically pre-authorise *LifeLike* to charge a *Security Deposit* taken for the purposes of any damages and to settle the account.
e. A final Tax Invoice shall be provided including any additional fees and charges Inclusive of GST.

6. Delivery and Risk:

6.1. *Equipment* will be collected by, or delivered to the *Customer*'s address as nominated on the *Hire Agreement* in good working order. Unless we receive written notice from the *Customer* to the contrary within 24 hours of the delivery, the *Customer* agree that the *Equipment* is in good working order. All equipment is asset tagged and stored on our system for reference.

6.2. *Our* estimated time for the delivery will be stated on the *Hire Agreement* and may be varied in writing prior to the delivery, subject to the approval of the Hire Manager. We endeavor to deliver by the estimated time, but occasionally delays will occur. *LifeLike* will not be liable for any loss, damage, or expense resulting from any delay or failure to deliver within such estimated timeframes.

6.3. The risk in the *Equipment* will pass to the *Customer* upon delivery to the location or if the *Customer* chooses to pick up the *Equipment* from *LifeLike* at the time of pickup.

6.4. The *Customer* are required to:
a. insure and keep *the Equipment* insured against fire, accident and theft and any other risks as *LifeLike* may from time to time specify for an amount equal to the replacement cost of the *Equipment* and any other payments for which the *Customer* may become liable pursuant to this agreement;
b. provide *LifeLike* should *LifeLike* so require the policy or policies of insurance;
c. Nominate LIFELIK GROUP PTY LTD ABN: 72 630 496 874 as a Beneficiary of the comprehensive *Equipment* Insurance Policy;
d. promptly pay all premiums and stamp duty in respect of such policies;
e. not do or commit or suffer to be done any act or thing which might or could prejudice any such insurance.

6.5. When collecting *Equipment* form *LifeLike* the *Customer* should ensure that the *Customer* have suitable transport for the *Equipment*. *LifeLike* reserves the right to refuse to give the *Customer* the *Equipment* if in our reasonable opinion the *Customer* has not made appropriate arrangements for the safe and lawful transportation of the *Equipment*.

6.6. If any there are any special site requirements or restrictions such as site inductions, vaccinations or other terms and conditions that the client, venue or government imposes, these conditions, restrictions and requirements must be confirmed with *LifeLike* at the time of booking.
a. Failure to notify *LifeLike* at the time of booking of any such terms, conditions, restrictions or requirements may:
b. Impact the delivery, installation and operation of the events
c. Incur additional charges for any and all disruptions and delays (see section 8)
d. Render *LifeLike* unable to fulfill upon the contract due to lack of ability to replace or provide alternate staff to suit the specific event or venue requirements. *LifeLike*'s Cancellation Policy Applies (see section 10).

7. Set-Up & Pack-Down (Bump-In & Bump Out)

7.1. *LifeLike* may wish to carry out a site inspection prior to the Set-Up of the *Equipment* and the *Customer* agree to allow us such access as we reasonably require for this purpose.

7.2. If we are delayed or are unable to carry out Set-Up because of the *Customer* error, or fault on the *Customer's* part or a Location's error, we reserve the right to charge for our time at the Fees specified in the *Hire Agreement*.

8. Delays

8.1. Any delay in collecting or delivery of *Equipment* and/or *Services* shall not delay the commencement of the *Hire Agreement*.

8.2. Additional fees shall apply for any delays and additional *Services* required as the result of any delay.

8.3. Where *LifeLike* agrees to deliver or collect *equipment* at the nominated time on the *Hire Agreement*, the *Customer* accepts these *services* are offered and provided on a "Best Effort" basis and shall indemnify *LifeLike* from any delays, penalties or expenses that may be incurred by the *Customer* or any third party for any such delay in delivery or collection.

8.4. The *Customer* agrees that the time of delivery and/or collection on their *Hire Agreement* includes allowances for 'reasonable delays' and has made suitable arrangements for the delivery and/or collection of *Equipment* as such.

8.5. Where *LifeLike* is delayed in the delivery, Drop-Off, Set-Up, Pack-Down or Collection of *Equipment* for any reason, due to the direct or indirect fault of the *Customer*, Venue or otherwise, *LifeLike* reserve the right to charge for our time at the Fees specified in the *Hire Agreement*.

9. Forced Majeure:

9.1. Notwithstanding any provision of these terms and conditions, if, due to any event beyond *our* control including, but not limited to, war, national emergencies, flood, fire, earthquake, cyclone or other natural catastrophe, import or export embargo, boycott, strike or lock-out, terrorist event, or telecommunications, power or other utility failure, we are unable to fulfill our obligations, *we* will not be held responsible for any loss or damage which may be incurred by the *Customer* as a direct or indirect result of such failure.

9.2. Such events to not represent grounds for termination of this *Hire Agreement*.

10. Cancellation:

10.1. *LifeLike* reserves the right to terminate this contract at any time without notice if:
a. *LifeLike* ascertains that the *Customer* has made a false statement in relation to the matters referred to in this agreement; or
b. the *Customers* do not pay the fees by their due date as specified in the *Hire Agreement*; or
c. the *Customer* commit or suffer an act of bankruptcy or being a company shall go into liquidation or provisional liquidation or have a receiver or manager or other external controller appointed; or
d. execution or distress against the *Customer* or the *Customer* Equipment shall be levied; or
e. any insurance proposal made by the *Customer* in respect of the *Equipment* shall be declined or any insurance policy in respect of the *Equipment* shall be cancelled; or
f. the *Customer* shall do or cause or permit to be done or suffered any act or thing likely to endanger the safety and condition of the *Equipment*; or
g. the *Customer* are convicted of an indictable offence or is sentenced to imprisonment.

In the event of such termination, *LifeLike* shall be entitled to forthwith repossess the *Equipment* and shall be entitled to recover from the *Customer* any damages to which it may be entitled by reason of the *Customer* breach or repudiation of this agreement.

10.2. The *Customer* will not be entitled to Cancel the Contract or Agreement once the Service has commenced and/or the Equipment has been uplifted or delivered, unless *LifeLike*'s Directors agree to in writing.

10.3. The *Customer* may Cancel the Contract up to seven (14) Business Days prior to the first event and/or the commencement date of the *Hire Period* as outlined on the *Hire Agreement* or no less than seven (14) days prior to the commencement of work (which ever comes sooner) subject to the fees in clause 10.4

10.4. *LifeLike* reserves the right to charge a Cancellation fee subject to the following terms:
a. So long as work has not commenced or is not scheduled to commence within:
   i. More than 90 days prior to the agreement: NO CHARGE
   ii. Between 60 to 90 days prior to the commencement of hire:
   A fee of 25% of total Contract value.
   iii. Between 30 to 60 days prior to the commencement of hire:
   A fee of 50% of total Contract value.
   iv. Between 7 to 30 days prior to the agreement:
   A fee of 75% of total Contract value.
   v. Less than 7 days prior to the agreement:
   A fee of 100% of total Contract value.
b. If work has commenced: All fees and charges for any and all work undertaken will be billable as per the Fees in the *Hire Agreement* in addition to the cancellation fees as outlined in section 10.4).
c. the *Customer* requests to Cancel a *Hire Agreement* using *LifeLike's* "Application to Cancel or Postpone a Hire or Event" Form at: https://forms.office.com/r/NkqgvsnFiG;

10.5. Variations to *Equipment* and *Services* may be agreed to in writing prior to the commencement of *Service* and/or uplift or delivery of *Equipment* subject to the following terms:
a. *Equipment* Variations:
   i. *Equipment* may be varied by the client up to two (2) days prior to the date of the uplift or delivery of *equipment* and may be subject to cancellation, and/or re-scheduling and/or variation fee at *LifeLike*'s Discretion;
   ii. *Equipment* variations are subject to availability;
   iii. All additional *equipment* and *consumable* items will be incurred and billed to the *Customer* at the rate of Fees in the *Hire Agreement* and/or as varied if not otherwise shown.
b. *Services* Variations:
   i. *Services* may be varied by the client up to two (2) days prior to the date of the work and may be subject to a cancellation, and/or re-scheduling and/or variation fee at *LifeLike's* Discretion.
   ii. Variations inside of two (2) days of the scheduled *Services* will be incurred and billed to the *Customer* at the rate of Fees in the Hire Agreement.

iii. Additional *Services* performed will be incurred and billed to the *Customer* at the rate of Fees in the *Hire Agreement*.

iv. Where specific services have not been outlined on the *Hire Agreement*, *LifeLike's* standard rate card shall apply;

v. Failure to provide notice of 'special' venue conditions of entry will be the responsibility of the *Customer*. Any delays, costs, impacts or cancellations will be at the expense of the *Customer* if they have failed to notify *LifeLike* of any such conditions or requirements, in writing, at the time of booking.

11. Event Postponement:

11.1. In the event the *Customer* seeks to Postpone the commencement of a *Hire Agreement*, *LifeLike* will offer, a Postponement of Hire Option subject to the terms and conditions of the Original *Hire Agreement* and the additional terms below:

a. *LifeLike* will make "best efforts" to be facilitate the Postponement of a *Hire Agreement* or New Hire Agreements arising from a Postponed event;

b. Postponement of *a Hire Agreement* is at the sole discretion of *LifeLike's* Directors;

c. the *Customer* requests to Postpone a *Hire Agreement* using *LifeLike's* "Application to Cancel or Postpone a Hire or Event" Form at: https://forms.office.com/r/NkqqvsnFiG;

d. the *Customer* agrees to Accept a Postponed or New *Hire Agreement* within (7) days of the commencement date of the Original *Hire Agreement*;

e. the *Customer* agrees to accept a Postponed or New *Hire Agreement* commencing within (30) days of the commencement date of the Original *Hire Agreement*, subject to *LifeLike's* availability;

f. the *Customer* agrees to pay for any portion of used or un-used *Services* and/or *Equipment* and for all reasonable costs incurred as nominated by the Directors arising from the Original *Hire Agreement*;

g. the *Customer* agrees to pay all monies owed for a Postponed or New *Hire Agreement* in addition to any fees or charges accrued or outstanding from the Original *Hire Agreement* as outlined in section 11.1.f.

h. the *Customer* agrees *LifeLike* shall retain all monies paid including deposits or payments in full and shall deduct any payments or expenses as noted in 11.1.f. from those deposits and/or add those charges on to the Postponed or New *Hire Agreement*.

i. the *Customer* agrees to terminate the Original *Hire Agreement* and forfeit all monies paid including deposits or payments in full where:

i. events are cancelled;

ii. the *Customer* does not reach a suitable agreement for a new date and/or does not accept a Postponed or New *Hire Agreement* within (7) days of the date of the commencement of the Original *Hire Agreement*;

iii. no suitable dates are available for a Postponed event within (30) days of the commencement of the Original *Hire Agreement*;

iv. *LifeLike* is unavailable to provide *equipmen*t and/or *services* for the event at a date nominated by the *Customer*.

11.2. *LifeLike* shall not be liable for any expenses or compensation resulting from:

a. the *Customer's* event being Postponed or Cancelled;

b. any subsequent agreements as a result of the Postponement of an event or *Hire Agreement*;

c. *LifeLike* not being to provide *Equipmen*t and/or *Services* for a Postponed *Hire Agreement* or New *Hire Agreement* based on the dates nominated by the *Customer*.

12. *Customer* Responsibilities:

The *Customer* will:

12.1. keep the *Equipment* in good order and repair and properly operated and serviced so that the *Equipment* shall at all times be in first class condition; and

12.2. not alter or make any addition to the *Equipment* without the previous consent in writing from *LifeLike*; and

12.3. keep the *Equipment* in the control and possession of the *Customer* and not attempt or purport to sell, dispose of or encumber the *Equipment* in any way; and

12.4. not assign this agreement or the *Customer* rights hereunder without the prior written consent of *LifeLike;* and

12.5. notify *LifeLike* immediately in writing of any change in the *Customer* address; and

12.6. not use the *Equipment* other than in or take out or cause or permit to be taken out the *Equipment* from the state in which the *Customer* address appearing hereon is located except as *LifeLike* may from time to time approve in writing; and

12.7. produce the *Equipment* for inspection at any time to any representative duly nominated by *LifeLike*; and

12.8. notify *LifeLike* immediately in the event of any loss or damage to the *Equipment*; and

12.9. notify *LifeLike* immediately in the event of any insurance claim relating to the *Equipment; and*

12.10. not use or install the *Equipmen*t in a manner that would or potentially could lead to the *Equipment* becoming a fixture; and

12.11. not install or operate the *Equipment* in any way other than specified which may cause damage, injury or death to any property or party negligent or otherwise; and

12.12. be responsible to maintain all electrical testing and tagging of equipment and to maintain an accurate asset register subject to and in accordance with all local, state and federal laws. (detailed information available on request); and

12.13. supply to *LifeLike* within (4) hours of request, or, within to any authorised department or individual within (24) hours of request, an accurate test and tag asset register; and

12.14. pay to *LifeLike* all expenses reasonably and properly incurred by it by reason of *LifeLike* retaking or attempting to retake possession of the equipment; and

12.15. pay to *LifeLike* on demand all monies which *LifeLike* may reasonably and properly think fit to pay to make good any failure by the *Customer* to comply with any obligation herein provided for; and

12.16. must, on reasonable notice or immediately following default where reasonably necessary to protect the *Equipment*, provide *LifeLike* and its authorised agents with safe and lawful access to any premises under the *Customer's* possession or control where the *Equipment* is or is reasonably believed to be located, for inspection, testing, maintenance, identification, removal or repossession. *LifeLike* may exercise this right only to the extent permitted by law, must not use force or breach the peace, and may seek urgent court orders where access is refused or cannot lawfully be given. The *Customer* must procure equivalent access from any owner, occupier or controller of third-party premises and indemnifies *LifeLike* against claims arising from access authorised or procured by the *Customer*, except to the extent caused by *LifeLike's* negligence, wilful misconduct or unlawful act; and

12.17. employ suitably qualified and trained personnel to operate the *Equipment*. If the *Equipment* has, in the opinion of *LifeLike*, been damaged during any period with which the *Equipment* is hired to the *Customer*, the *Customer* shall pay such charges as shall be specified by *LifeLike* from time to time in its schedule of prices for repair within (7) days from the date of an invoice from *LifeLike* claiming the cost of such repair. The *Customer* shall indemnify *LifeLike* against any loss of or damage to the *Equipment*. Such loss may include but not be limited to the cost of repair, loss of hiring fees and the like. In this respect the *Customer* shall pay to *LifeLike* damages calculated at the daily rate referred to on the front page of this agreement for each day or part thereof that the *Equipment* is not available for use as a consequence of damage caused to the *Equipment* during any period within which the *Equipment* is hired by the *Customer*; and

12.18. agrees to pay to *LifeLike* any and all Service fees associated with this agreement.

13. Liability and Indemnity:

13.1. To the fullest extent permissible under law, *LifeLike* will not be liable for any loss (direct, indirect or consequential) the *Customer* incur arising out of or in connection with the provision of the *Equipment* and/or *Services*. This includes any error in or failure to audio record or video record the event.

13.2. The *Customer* agree to indemnify *LifeLike* at all times in respect of all claims by any person in relation to damage, personal, injury and death; in connection with the use of the *Equipment* and/or *services;* From the time the *equipment* shall be uplifted or delivered to the *Customer* until such time as the *equipment* is returned to *LifeLike*.

13.3. The *Customer* shall be responsible for any injury or death, or any damage caused by the *Equipment*, or any part or parts there of no matter how or by whom such injuries, death or damage shall be caused, or caused by any fault or defect electrical, mechanical or otherwise in said equipment or any parts or parts there of whether latent or not and the *Customer* will keep *LifeLike* indemnified against any claims of any kind whatsoever and whosoever arising in connection with any such injuries, death or damage for which the *Customer* shall be responsible as here in before in this clause set out.

13.4. The *Customer* agrees that so far as the law permits all conditions and warranties which might be implied on the part of *LifeLike* are hereby negated and excluded. Liability for a breach of any implied condition or warranty whether expressed or implied on the part of *LifeLike* which is not capable of exclusion shall be limited (but only to the extent permitted by law) to any one or more of the replacement of the *Equipment*, the supply of equivalent *equipment*, the repair of the *Equipment*, the payment of the cost of replacing the *Equipment* or renting equivalent *equipment* or the payment of the cost of having the *Equipment* repaired, whichever *LifeLike* in its discretion thinks fit.

13.5. To the maximum extent permissible by law, the *Customer* agree that:

a. the maximum aggregate liability of us to the *Customer*, however so arising, is limited to the option of us to the following:

i. in the case of *Services*, the supply of the *services* again or the payment of the costs of having the *Services* supplied again;

ii. in the case of *Equipment*, the replacement of the *Equipment* or supply of equivalent *Equipment*; the repair of the *Equipment* the payment of the cost of having the *Equipment* repaired.; and

b. *LifeLike* are not liable for and no measure of damages will, under any circumstances, include:

i. special, indirect, consequential, incidental or punitive damages; or

ii. damages for economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in contract, tort (including without limitation negligence), in equity, under statute, based on fundamental breach or breech of a fundamental term or on any other basis, whether or not such damage was foreseeable and even if advised of the possibility of the loss or damage.

14. Credit:

14.1. *LifeLike* is entitled without notice to terminate any credit arrangement with the *Customer* in the event of the *Customer* defaulting in respect to any of these terms and conditions or for any other reasons which we need not make known to the *Customer*.

14.2. *LifeLike* is entitled at any time to request such security or additional security as we shall in our discretion think fit and will withhold supply of the *Equipment* and/or

Services or any credit arrangements until such security or additional security is provided by the *Customer*.

14.3. Where credit has been offered by *LifeLike* all payments shall be made in accordance with *LifeLike's* terms and conditions by cash or Direct Deposit. Credit Cards shall not be accepted for payment.

15. Confidentiality & Intellectual Property:

15.1. The Title to all documents, data, written information, ideas and proprietary information furnished to the *Customer* by *LifeLike* prior to, during and after the performance of this *Quotation, Proposal* and any *Hire Agreement* shall remain exclusively with *LifeLike* and are covered under Australian Copyright Law and Australian Intellectual Property Law.

15.2. The *Customer* agree:

a. *LifeLike* provides all documents, data, written information, ideas and proprietary information including those provided in written, verbal or electronic means under license, solely for the performance of this *Hire Agreement* and any activities directly related thereto.

b. not to divulge any documents, data, or written information, ideas and proprietary information that it receives from *LifeLike*, in part or whole by any means;

c. the *Customer* shall protect all such documents, written information, ideas and proprietary information;

d. to pay *LifeLike* any and all fees associated with the design and development of all documents, data, written information, ideas, proprietary information and resources at *LifeLike*'s current design and service rates.

e. The provisions of section 15. shall survive the completion of performance of Design until such time as it enters public domain.

16. Variations:

16.1 All Quotes and Proposals are strictly offered as an 'Estimate' and any changes to the quantity of equipment and labour services required to the project or event shall be billable to the client. This includes but is not limited to:

a. Labour;
b. travel;
c. accommodation;
d. additional equipment; and
e. freight.

16.2 If at any time *LifeLike* incurs additional unexpected or unplanned cost increases that are beyond our control prior to the acceptance and/or completion of any delivery of *Equipment* or provision of *value-added service*, *we* reserve the right to pass on those additional costs to the *Customer*. This includes but is not limited to increased:

a. fuel costs;
b. delivery costs;
c. material costs;
d. travel costs.

16.3 Where a variation is required, we will bring it to *your* attention soon as practicable, however no guarantee can be given that the variations will be provided prior to the event or for pre-approval.

16.4 Where *you*, request a variation, *we* will do our best to provide *you* with a notice of variation prior to the variation, however, it is not always possible to facilitate this at the time of the request and verbal estimates may also be provided and as-such, actual notice of variations may not be provided until the completion of the *hire* or *event*.

17. General:

17.1. Entire agreement: This agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties. This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.

16.2 Variation of Contract and/or Agreement: Under no circumstance shall *LifeLike* accept any change or modification any term or condition unless expressly agreed to in writing by a *LifeLike* Director.

Please note: the Employees and Management are not authorised to approve or accept any changes or modification to this agreement and their signature or agreement is NOT binding.

16.3 Relationship of the parties: Except as expressly provided in this Agreement:

a. nothing in this Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; an
b. no party has the authority to bind any other party.

16.4 Further assurances: Except as expressly provided in this Agreement, each party must, at their own expense, do all things reasonably necessary to give full effect to this Agreement and the matters contemplated by it.

16.5 Severability: 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.

16.6 Governing law and jurisdiction:

16.6.1 This agreement is governed by the laws of New South Wales and the applicable laws of the Commonwealth of Australia.

16.6.2 Each party submits to the exclusive jurisdiction of the courts and tribunals of New South Wales and courts competent to hear appeals from them, except where mandatory law requires otherwise.

16.7 Notices: Any notice or other communication under this agreement shall be in writing and service shall be sufficient if delivered at or sent by email to the client's email address shown on this agreement, or ordinary pre-paid post to the party's address shown in this agreement or to such other address as any party may from time to time notify in writing to the other.

16.8 Review of the Terms and Condition of Hire Agreement:

16.8.1 *LifeLike* reserves the right to review these terms and conditions without notice and shall display any new terms and conditions on their website www.lifelikegroup.com.au/terms-conditions or otherwise make available any new terms and conditions via request of the hire department manager.

16.8.2 Revised terms apply only to contracts made or renewed after the revised terms are notified or expressly accepted. No amendment will retrospectively alter an existing *Hire Agreement* unless agreed in writing by both parties, except that *LifeLike* may make a change required by law or reasonably necessary to address safety, security or operational risk, provided the change is proportionate, notified as soon as practicable and does not remove any Non-Excludable Right.

For Further Information:

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Document Details:

Document Name:	Terms & Conditions of Hire
Document Number:	PD007
Document Revision:	v16
Version Publish Date:	1/10/2026
Estimated Reading Time:	57 minutes