

<p>1. Definitions</p> <p>1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.</p> <p>1.2 "Austage" means Austage Melbourne Pty Ltd ATF Austage Sydney Unit Trust T/A Austage Events, its successors and assigns or any person acting on behalf of and with the authority of Austage Melbourne Pty Ltd ATF Austage Sydney Unit Trust T/A Austage Events.</p> <p>1.3 "Client" means the person, entities or any person acting on behalf of and with the authority of the Client requesting Austage to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally; and</p> <p>(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(d) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>1.4 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by Austage in the course of it conducting, or supplying to the Client, any Services.</p> <p>1.5 "Services" means all Services supplied by Austage to the Client at the Client's request from time to time.</p> <p>1.6 "Equipment" means all Equipment including any accessories supplied on hire by Austage to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, schedule, authority to hire, or any other work authorisation form provided by Austage to the Client.</p> <p>1.7 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by Austage in the course of it conducting, or supplying to the Client, any Services.</p> <p>1.8 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Austage to the Client.</p> <p>1.9 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.</p> <p>1.10 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using Austage's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.</p> <p>1.11 "Price" means the Price payable for the Services and/or Equipment/Labour hire (plus any GST where applicable) as agreed between Austage and the Client in accordance with clause 6 below.</p> <p>1.12 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).</p>	<p>6.2 Austage reserves the right to change the Price if a variation to Austage's quotation is requested. Variations will be charged for on the basis of Austage's quotation, and will be detailed in writing, and shown as variations on Austage's invoice. The Client shall be required to respond to any variation submitted by Austage within ten (10) working days. Failure to do so will entitle Austage to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>6.3 At Austage's sole discretion a non-refundable deposit may be required.</p> <p>6.4 Time for payment for the Services/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Austage, which may be:</p> <p>(a) before delivery of the Services/Equipment;</p> <p>(b) by way of instalments/progress payments in accordance with Austage's payment schedule;</p> <p>(c) the date specified on any invoice or other form as being the date for payment; or</p> <p>(d) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by Austage.</p> <p>6.5 Payment may be made by cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Austage.</p> <p>6.6 Receipt by Austage of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>6.7 Austage may in its discretion allocate any payment received from the Client towards any invoice that Austage determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Austage may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Austage, payment will be deemed to be allocated in such manner as preserves the maximum value of Austage's Purchase Money Security Interest (as defined in the PPSA) in the Services/Equipment.</p> <p>6.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Austage nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Austage an amount equal to any GST Austage must pay for any supply by Austage under this or any other agreement for providing Austage's Services/Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p>9.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>9.7 Unless otherwise agreed to in writing by Austage, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>9.8 The Client must unconditionally ratify any actions taken by Austage under clauses 9.2 to 9.5.</p> <p>9.9 Subject to any express provisions to the contrary (including those contained in this clause 9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p>9.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 9 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 9 will apply generally for the purposes of the PPSA.</p>
<p>2. Acceptance</p> <p>2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Services/Equipment.</p> <p>2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.</p> <p>2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p> <p>2.4 The Client acknowledges that the supply of Services/Equipment on credit shall not take effect until the Client has completed a credit application with Austage and it has been approved with a credit limit established for the account.</p> <p>2.5 In the event that the supply of Services/Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, Austage reserves the right to refuse Delivery.</p> <p>2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	<p>7. Provision of the Services</p> <p>7.1 Delivery ("Delivery") of the Services/Equipment is taken to occur at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Services/Equipment at Austage's address; or</p> <p>(b) Austage (or Austage's nominated carrier) delivers the Services/Equipment to the Client's nominated address even if the Client is not present at the address.</p> <p>7.2 At Austage's sole discretion the cost of Delivery is in addition to the Price.</p> <p>7.3 Austage may deliver the Services/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>7.4 Any time specified by Austage for Delivery of the Services/Equipment is an estimate only and Austage will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Services/Equipment to be delivered at the time and place as was arranged between both parties. In the event that Austage is unable to supply the Services/Equipment as agreed solely due to any action or inaction of the Client, then Austage shall be entitled to charge a reasonable fee for redelivery and/or storage.</p>	<p>10. Security and Charge</p> <p>10.1 In consideration of Austage agreeing to supply the Services/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>10.2 The Client indemnifies Austage from and against all Austage's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Austage's rights under this clause.</p> <p>10.3 The Client irrevocably appoints Austage and each director of Austage as the Client's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.</p>
<p>3. Errors and Omissions</p> <p>3.1 The Client acknowledges and accepts that Austage shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by Austage in the formation and/or administration of this Contract; and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Austage in respect of the Services.</p> <p>3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Austage, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.</p> <p>4. Authorised Representatives</p> <p>4.1 The Client acknowledges that Austage shall (for the duration of the Services) liaise directly with one (1) authorised representative, and that once introduced as such to Austage, that person shall have the full authority of the Client to order any Services/Equipment, and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to Austage for all additional costs incurred by Austage (including Austage's profit margin) in providing any Services, or variations requested thereto by the Client's duly authorised representative.</p>	<p>8. Risk</p> <p>8.1 Irrespective of whether Austage retains ownership of any Incidental Items all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as Austage may repossess the Incidental Items in accordance with clause 6.6. The Client must insure all Incidental Items on or before delivery.</p> <p>8.2 Austage reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Client's failure to insure in accordance with clause 8.1.</p> <p>9. Personal Property Securities Act 2009 ("PPSA")</p> <p>9.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>9.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:</p> <p>(a) all Incidental Items/Equipment previously supplied by Austage to the Client;</p> <p>(b) all Incidental Items/Equipment will be supplied in the future by Austage to the Client; and</p> <p>(c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to Austage for Services - that have previously been provided and that will be provided in the future by Austage to the Client.</p>	<p>11. Defects, Warranties and the Competition and Consumer Act 2010 ("CCA")</p> <p>11.1 The Client must inspect Austage's Services on completion, and the Equipment on delivery and must within seven (7) days notify Austage in writing of any evident defect in the Services/Equipment (including Austage's workmanship), or any Incidental Items provided, or of any other failure by Austage to comply with the description of, or quote for, the Services/Equipment which Austage was to supply. The Client must notify any other alleged defect in Austage's Services, Equipment or Incidental Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Austage to review the Services, Equipment or Incidental Items that were provided.</p> <p>11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).</p> <p>11.3 Austage acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Austage makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services/Equipment. Austage's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>11.5 If the Client is a consumer within the meaning of the CCA, Austage's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>11.6 If Austage is required to rectify, re-supply, or pay the cost of re-supplying the Services/Equipment under this clause or the CCA, but is unable to do so, then Austage may refund any money the Client has paid for the Services/Equipment but only to the extent that such refund shall take into account the value of Services/Equipment and Incidental Items which have been provided to the Client which were not defective.</p> <p>11.7 If the Client is not a consumer within the meaning of the CCA, Austage's liability for any defective Services/Equipment or Incidental Items is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by Austage at Austage's sole discretion;</p> <p>(b) otherwise negated absolutely.</p>
<p>5. Change in Control</p> <p>5.1 The Client shall give Austage not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number, change of trustees, or business practice). The Client shall be liable for any loss incurred by Austage as a result of the Client's failure to comply with this clause.</p> <p>6. Price and Payment</p> <p>6.1 At Austage's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by Austage to the Client; or</p> <p>(b) the Price as at the date of Delivery of the Services/Equipment according to Austage's current schedule; or</p> <p>(c) Austage's quoted price (subject to clause (c)) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p>	<p>9.3 The Client undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Austage may reasonably require to;</p> <p>(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, Austage for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Incidental Items/Equipment charged thereto;</p> <p>(c) not register a financing charge statement in respect of a security interest without the prior written consent of Austage;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Incidental Items/Equipment in favour of a third party without the prior written consent of Austage;</p> <p>(e) immediately advise Austage of any material change in its business practices of selling Incidental Items which would result in a change in the nature of proceeds derived from such sales.</p> <p>9.4 Austage and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>9.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p>	<p>12. Intellectual Property</p> <p>12.1 For the purposes of this clause 12 "Intellectual Property" shall mean all vested contingent and future intellectual property rights including, but not limited to, copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.</p> <p>12.2 Notwithstanding anything herein, the Intellectual Property rights in Austage's Services do not vest in the Client and there is no assignment of these Intellectual Property rights to the Client. Austage hereby grants to the Client an irrevocable, non-exclusive and non-transferable licence to use and reproduce the Services for the purposes of this Agreement only, and solely for the operation of the Client's business however, the Client shall not use or make copies of such Intellectual Property in connection with any work or business other than the work or business specified in writing to Austage, unless express approval is given in advance by Austage. If the Client is in breach of any obligation under these terms and conditions (including those relating to payment), Austage may revoke the licence to use.</p> <p>12.3 The Client shall indemnify Austage against any claims by third parties for patent, trademark, design or copyright infringement, directly or indirectly arising out of the design, workmanship, material, construction, or use of the Services or any other deficiency therein. Where the Client has supplied drawings, sketches, files or logo's to Austage, the Client warrants that the drawings, sketches, files or logo's do not breach any patent, trademark, design or copyright, and the Client agrees to indemnify Austage against any action taken by a third party against Austage.</p> <p>12.4 Austage may photograph, video or record by any and all means the Project for the duration thereof, and upon completion, for Austage's own use and for use in exhibitions, or award competitions, or publication in journals.</p> <p>12.5 If the Client publicises or permits the publication of the Project, Austage must be given full credit for its role in the Project.</p> <p>13. Default and Consequences of Default</p> <p>Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Austage's sole discretion such interest).</p>

<p>Austage Melbourne Pty Ltd 1/173 Salmon Street Port Melbourne VIC 3207 Australia Phone 03 9646 8719</p>	<p>Austage @ Federation Square Swanston St & Flinders St, Melbourne CBD VIC 3000 Australia Phone 03 9655 1900</p>	<p>Austage @ The Goods Shed 2 Railway Parade Ballarat Central VIC 3350 Australia Phone 03 8623 9600</p>	<p>Austage @ Sydney Unit 5/198 Young St Waterloo NSW 2017 Australia Phone 1300 79 88 54</p>	<p>Austage Perth Pty Ltd 42 Mordant Circuit Canning Vale WA 6155 Australia Phone 08 9455 4300</p>
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<p>13.1 shall compound monthly at such a rate) after as well as before any judgment.</p> <p>13.2 If the Client owes Austage any money the Client shall indemnify Austage from and against all costs and disbursements incurred by Austage in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Austage's contract default fee, and bank dishonour fees).</p> <p>13.3 Further to any other rights or remedies Austage may have under this Contract, if a Client has made payment to Austage, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Austage under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.</p> <p>13.4 Without prejudice to Austage's other remedies at law Austage shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Austage shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to Austage becomes overdue, or in Austage's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client has exceeded any applicable credit limit provided by Austage;</p> <p>(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p>	<p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Austage has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>(g) information that, in the opinion of Austage, the Client has committed a serious credit infringement;</p> <p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>15.9 The Client shall have the right to request (by e-mail) from Austage:</p> <p>(a) a copy of the Personal Information about the Client retained by Austage and the right to request that Austage correct any incorrect Personal Information; and</p> <p>(b) that Austage does not disclose any Personal Information about the Client for the purpose of direct marketing.</p> <p>15.10 Austage will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.</p> <p>15.11 The Client can make a privacy complaint by contacting Austage via e-mail. Austage will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>	<p>20.3 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless Austage confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies Austage immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.</p> <p>21. Risk to Equipment</p> <p>21.1 Austage retains property in the Equipment, nonetheless all risk for the Equipment passes to the Client on Delivery.</p> <p>21.2 The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies Austage for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client.</p> <p>21.3 The Client will insure, or self insure, Austage's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.</p> <p>21.4 The Client accepts full responsibility for and shall keep Austage indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.</p>
<p>14. Cancellation</p> <p>14.1 Without prejudice to any other remedies Austage may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Austage may suspend or terminate the supply of Services/Equipment to the Client. Austage will not be liable to the Client for any loss or damage the Client suffers because Austage has exercised its rights under this clause.</p> <p>14.2 Austage may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services are commenced or Equipment provided by giving written notice to the Client. On giving such notice Austage shall repay to the Client any money paid by the Client for the provision of the Services/Equipment. Austage shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>14.3 In the event that the Client cancels delivery of the Services/Equipment within one business day of the event the Client shall be liable for any and all loss incurred (whether direct or indirect, including all labour and equipment hire) by Austage as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>14.4 In the event that the Client cancels delivery of the Services/Equipment within three business prior to the event the Client shall be liable for all Labour costs incurred (whether direct or indirect, including all labour associated with the preparing of equipment) by Austage as a direct result of the cancellation (including, but not limited to, any loss of profits).</p>	<p>16. Confidentiality</p> <p>16.1 Austage and the Client agree to keep confidential any information in relation to the other party which is not in the public domain (including, but not limited to, trade secrets, processes, formulae, accounts, marketing, designs, databases and all other information held in any form).</p> <p>17. Service of Notices</p> <p>17.1 Any written notice given under this Contract shall be deemed to have been given and received:</p> <p>(a) by handing the notice to the other party, in person;</p> <p>(b) by leaving it at the address of the other party as stated in this Contract;</p> <p>(c) by sending it by registered post to the address of the other party as stated in this Contract;</p> <p>(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;</p> <p>(e) if sent by email to the other party's last known email address.</p> <p>17.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.</p>	<p>22. Title to Equipment</p> <p>22.1 The Equipment is and will at all times remain the absolute property of Austage.</p> <p>22.2 If the Client fails to return the Equipment to Austage when requested then Austage or Austage's nominated agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.</p> <p>22.3 The Client is not authorised to pledge Austage's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.</p> <p>23. Client's Responsibilities</p> <p>23.1 The Client shall:</p> <p>(a) satisfy itself at commencement that the Equipment is suitable for its purposes;</p> <p>(b) notify Austage immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;</p> <p>(c) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Austage or posted on the Equipment;</p> <p>(d) ensure that:</p> <p>(i) all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to Austage upon request;</p> <p>(ii) all reasonable care is taken by the operator in handling the Equipment and that the Equipment is left locked and/or securely stored when not in use.</p> <p>(e) comply with all work health and safety laws relating to the Equipment and its operation;</p> <p>(f) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted; to Austage;</p> <p>(g) keep the Equipment in their own possession and control and shall not assign the benefit of the hire Contract nor be entitled to lien over the Equipment;</p> <p>(h) employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any other work;</p> <p>(i) indemnify and hold harmless Austage in respect of all claims arising out of the Client's use of the Equipment.</p> <p>23.2 The Client shall not:</p> <p>(a) alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;</p> <p>(b) not exceed the recommended or legal load and capacity limits of the Equipment;</p> <p>(c) not use or carry any illegal, prohibited or dangerous substance in or on the Equipment;</p> <p>(d) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freshhold.</p> <p>23.3 Immediately on request by Austage the Client will pay:</p> <p>(a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Austage;</p> <p>(b) all costs incurred in cleaning the Equipment;</p> <p>(c) all costs of repairing any damage caused by:</p> <p>(i) the ordinary use of the Equipment up to an amount equal to the new list price of the Equipment;</p> <p>(ii) the negligence of the Client or the Client's agent;</p> <p>(iii) vandalism, or (in Austage's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client.</p> <p>(d) the cost of fuels (if applicable) and consumables provided by Austage and used by the Client;</p> <p>(e) any:</p> <p>(i) lost hire fees Austage would have otherwise been entitled to for the Equipment, under this, or any other hire contract;</p> <p>(ii) costs incurred by Austage in picking up and returning the Equipment to Austage's premises if the Client does not return the Equipment to Austage's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so.</p>
<p>15. Privacy Policy</p> <p>15.1 All emails, documents, images or other recorded information held or used by Austage is Personal Information, as defined and referred to in clause 15.3, and therefore considered Confidential Information. Austage acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Austage acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Austage that may result in serious harm to the Client, Austage will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.</p> <p>15.2 Notwithstanding clause 15.1, privacy limitations will extend to Austage in respect of Cookies where the Client utilises Austage's website to make enquiries. Austage agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:</p> <p>(a) IP address, browser, email client type and other similar details;</p> <p>(b) tracking website usage and traffic; and</p> <p>(c) reports are available to Austage when Austage sends an email to the Client, so Austage may collect and review that information ("collectively Personal Information")</p> <p>If the Client consents to Austage's use of Cookies on Austage's website and later wishes to withdraw that consent, the Client may manage and control Austage's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.</p>	<p>18. Trusts</p> <p>18.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Austage may have notice of the Trust, the Client consents to Austage as follows:</p> <p>(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;</p> <p>(b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;</p> <p>(c) the Client will not without consent in writing of Austage (Austage will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:</p> <p>(i) the removal, replacement or retirement of the Client as trustee of the Trust;</p> <p>(ii) any alteration to or variation of the terms of the Trust;</p> <p>(iii) any advancement or distribution of capital of the Trust; or</p> <p>(iv) any resettlement of the trust property.</p>	<p>23. Client's Responsibilities</p> <p>23.1 The Client shall:</p> <p>(a) satisfy itself at commencement that the Equipment is suitable for its purposes;</p> <p>(b) notify Austage immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;</p> <p>(c) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Austage or posted on the Equipment;</p> <p>(d) ensure that:</p> <p>(i) all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to Austage upon request;</p> <p>(ii) all reasonable care is taken by the operator in handling the Equipment and that the Equipment is left locked and/or securely stored when not in use.</p> <p>(e) comply with all work health and safety laws relating to the Equipment and its operation;</p> <p>(f) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted; to Austage;</p> <p>(g) keep the Equipment in their own possession and control and shall not assign the benefit of the hire Contract nor be entitled to lien over the Equipment;</p> <p>(h) employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any other work;</p> <p>(i) indemnify and hold harmless Austage in respect of all claims arising out of the Client's use of the Equipment.</p> <p>23.2 The Client shall not:</p> <p>(a) alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;</p> <p>(b) not exceed the recommended or legal load and capacity limits of the Equipment;</p> <p>(c) not use or carry any illegal, prohibited or dangerous substance in or on the Equipment;</p> <p>(d) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freshhold.</p> <p>23.3 Immediately on request by Austage the Client will pay:</p> <p>(a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Austage;</p> <p>(b) all costs incurred in cleaning the Equipment;</p> <p>(c) all costs of repairing any damage caused by:</p> <p>(i) the ordinary use of the Equipment up to an amount equal to the new list price of the Equipment;</p> <p>(ii) the negligence of the Client or the Client's agent;</p> <p>(iii) vandalism, or (in Austage's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client.</p> <p>(d) the cost of fuels (if applicable) and consumables provided by Austage and used by the Client;</p> <p>(e) any:</p> <p>(i) lost hire fees Austage would have otherwise been entitled to for the Equipment, under this, or any other hire contract;</p> <p>(ii) costs incurred by Austage in picking up and returning the Equipment to Austage's premises if the Client does not return the Equipment to Austage's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so.</p>
<p>15.3 The Client agrees for Austage to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Austage.</p> <p>15.4 The Client agrees that Austage may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Client; and/or</p> <p>(b) to notify other credit providers of a default by the Client; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.</p> <p>15.5 The Client consents to Austage being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>15.6 The Client agrees that personal credit information provided may be used and retained by Austage for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Services/Equipment; and/or</p> <p>(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services/Equipment; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Services/Equipment.</p>	<p>19. General</p> <p>19.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable for the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which Austage has its principal place of business, and are subject to the jurisdiction of the Kogarah Courts.</p> <p>19.3 Subject to clause 11 Austage shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Austage of these terms and conditions (alternatively Austage's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services/Equipment hire).</p> <p>19.4 Austage may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.</p> <p>19.5 The Client cannot licence or assign without the written approval of Austage.</p> <p>19.6 Austage may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Austage's sub-contractors without the authority of Austage.</p> <p>19.7 The Client agrees that Austage may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Austage to provide Services/Equipment to the Client.</p> <p>19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>19.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.</p>	<p>24. Wet Hire</p> <p>24.1 "Wet Hire" shall mean that the Equipment is hired with an operator who shall at all times remain an employee of Austage.</p> <p>24.2 In the event of Wet Hire, the operator of the Equipment remains an employee of Austage and operates the Equipment in accordance with the Client's instructions. As such Austage shall not be liable for any actions of the operator in following the Client's instructions.</p>
<p>15.7 Austage may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Client including credit history.</p> <p>15.8 The information given to the CRB may include:</p> <p>(a) Personal Information as outlined in 15.3 above;</p> <p>(b) name of the credit provider and that Austage is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested).</p>	<p>Additional Terms & Conditions Applicable to Equipment Hire Only</p> <p>20. Hire Period</p> <p>20.1 If Austage agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves Austage's premises and continue until the Client notifies Austage that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.</p> <p>20.2 The date upon which the Client advises of termination shall in all cases be treated as a full day's hire.</p>	<p>24. Wet Hire</p> <p>24.1 "Wet Hire" shall mean that the Equipment is hired with an operator who shall at all times remain an employee of Austage.</p> <p>24.2 In the event of Wet Hire, the operator of the Equipment remains an employee of Austage and operates the Equipment in accordance with the Client's instructions. As such Austage shall not be liable for any actions of the operator in following the Client's instructions.</p>

<p>Austage Melbourne Pty Ltd 1/173 Salmon Street Port Melbourne VIC 3207 Australia Phone 03 9646 8719</p>	<p>Austage @ Federation Square Swanston St & Flinders St, Melbourne CBD VIC 3000 Australia Phone 03 9655 1900</p>	<p>Austage @ The Goods Shed 2 Railway Parade Ballarat Central VIC 3350 Australia Phone 03 8623 9600</p>	<p>Austage @ Sydney Unit 5/198 Young St Waterloo NSW 2017 Australia Phone 1300 79 88 54</p>	<p>Austage Perth Pty Ltd 42 Mordant Circuit Canning Vale WA 6155 Australia Phone 08 9455 4300</p>
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