

Terms & Conditions – Vision Intelligence

1 Definitions and Interpretation

- 1.1 In these Terms and Conditions:
- a) **Agreement** means the contract between Vision Intelligence ("Vision") and Hirer in relation to the hire of Equipment, which is governed by these Terms and Conditions together with Hirer's Trade Account Application and quotation provided by Vision (if any).
 - b) **Business Hours** are 9.00am to 3.00pm on weekdays other than public holidays.
 - c) **Cycle Billing Period** means the period between the expiry of the Initial Period and the return, collection or repossession of the Equipment, during which Hirer will be billed on a periodic basis for the hire of the Equipment, The Cycle Billing Period will commence automatically following the expiration of the Initial Period, and will continue indefinitely until the Equipment is returned, collected or repossessed in accordance with this Agreement.
 - d) **Delivery of the Equipment** is deemed to have occurred when it is collected by Hirer or transported to a location at the request of Hirer and Delivered has a corresponding meaning.
 - e) **Equipment** means the goods hired by Hirer from Vision in accordance with this Agreement.
 - f) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - g) **Hirer** means the person, company or other legal entity hiring the Equipment from Vision. Where the context permits, it includes Hirer's employees and contractors.
 - h) **Initial Period** means the fixed initial hire period agreed between Vision and Hirer together with any agreed extension to this period.
 - i) **Loss** means losses, costs, charges, expenses, damages and liabilities.
 - j) **PPSA** means the Personal Property Securities Act 2009 (Cth).
 - k) **Rates** means the rates notified by Vision to Hirer from time to time.
 - l) **Rental Period** means: (a) the Initial Period; and (b) the Cycle Billing Period.
 - m) **Use** means use, installation, removal, storage, maintenance, or transport by or on behalf of Hirer.
 - n) **Vision Intelligence or Vision** means Vision Intelligence Pty Limited ABN 64 060 402 093.
- 1.2 Every provision of this Agreement is independent of the others. Any provision which is prohibited or unenforceable in any jurisdiction will be deemed removed to the extent of the prohibition or unenforceability without invalidating the remaining provisions. Unless stated to the contrary, the rights under this Agreement are in addition to any rights that may be conferred by general law.
- 1.3 This Agreement will be governed by the laws of New South Wales and Vision and Hirer submits to the non-exclusive jurisdiction of the courts of that place.
- 1.4 These Terms and Conditions supersede all previously issued Terms and Conditions. Vision is not bound by any terms and conditions contained in any document issued by Hirer whether issued before or after this Agreement, except

Annexure A (if applicable).

2 Rates and Rental Period

- 2.1 During the Rental Period Hirer must pay Vision a hire fee calculated in accordance with the Rates.
- 2.2 The hire fee must be paid in the manner and in accordance with the payment terms specified on any invoice issued by Vision or otherwise notified to Hirer from time to time. Vision may require payment of some or all of the hire fee prior to Delivery. Hirer must notify Vision within seven (7) days of any errors with the invoice.
- 2.3 Not receiving an invoice will in no way relieve Hirer of its responsibility for the payment of amounts due. Failure to pay amounts due within seven (7) days of a debt becoming due for payment or such term otherwise agreed to in writing by Vision will be considered a breach of this Agreement. Hirer must pay Vision on demand on a full indemnity basis, all costs incurred in recovering any amount owed to Vision by Hirer.
- 2.4 Hirer is not permitted to claim a reduction in hire fees for Equipment returned before the end of the Initial Period, and except as provided for in clause 8.1, Vision will not refund any hire fees prepaid by Hirer for any period outside of the Rental Period.
- 2.5 Hirer must not deduct any part of the hire fee as retention money.
- 2.6 The hire fees, and all other consideration payable under this Agreement, do not include GST (as defined in the GST Act). If a supply made under this Agreement, or as a result of any breach of a term of this Agreement, is subject to GST:
- a) the recipient of that supply must pay the supplier an amount equal to the GST payable by the supplier, at the same time as the consideration for that supply is given; and
 - b) the supplier agrees to give the recipient a tax invoice (as defined in the GST Act) for that additional amount upon payment.
- 2.7 Hirer agrees to pay Vision a service charge on all past due balances at the rate of 1.5% per month or part thereof from the due date for payment until the payment is made.
- 2.8 Failure by Hirer to comply with the terms and conditions of payment as specified on the invoice will result in Vision outsourcing debt recovery services at the expense of Hirer.
- 2.9 Hirer must pay Vision the debt recovery fees in addition to the outstanding invoice amount.
- 2.10 Hirer is liable for all costs or expenses which may arise as a direct or indirect result of the failure to comply with the terms and conditions of payment as specified on the invoice.
- ### 3 Delivery, Pick up, Installation and Removal
- 3.1 Hirer must retain Vision to deliver the Equipment.
- 3.2 Hirer accepts the risk in the Equipment from pick up to return of the Equipment and is responsible for any loss or damage to the Equipment due to any cause except to the extent otherwise set out in this Agreement.
- 3.3 Hirer retains Vision to deliver, pick up, install, or remove the Equipment and Vision will do so as the agent of Hirer. Delivery, installation, dismantling, and pickup charges are extra and will be quoted separately.
- 3.4 If Vision is delayed from delivering or

removing the Equipment from any location for any reason beyond its reasonable control, it may charge Hirer additional delivery charges. The additional delivery charges will be calculated for every period of 15 minutes (or part) waiting time at the rate published on Vision website www.visioni.com.au from time to time.

- 3.5 Before the Equipment is collected by Vision, Vision will issue Hirer with an "off hire" number. The Hirer should retain the "off hire" number until the Equipment is collected by Vision. The "off hire" number confirms the expiration of the Rental Period.
- 3.6 Hirer is liable for any Loss whether caused by Hirer or any other third party, arising directly or indirectly as a result of the delivery, pick up, installation or removal of the Equipment.

4 Receipt of Equipment

- 4.1 On Delivery of the Equipment, Hirer must satisfy itself that:
- a) it has received the Equipment in good condition in the quantity ordered;
 - b) it, and any employee or contractor using the Equipment, has been fully instructed in the use of the Equipment and understands its proper use and means of installation and removal; and
 - c) the Equipment is suitable and fit for the purpose for which Hirer intends to use it and must notify Vision within 24 hours if it is not so satisfied. Failing such notification, Hirer will be deemed to have accepted the Equipment in the condition in which it was provided and as suitable and fit for the purpose for which Hirer intends to use the Equipment.
- 4.2 Hirer acknowledges that it is responsible for properly securing the Equipment for the purpose of transportation so as to ensure its safe transport to and from the location where the Equipment will be used by Hirer.

5 Use of the Equipment

- 5.1 Hirer must ensure that the Equipment is Used strictly in accordance with Vision's instructions and any procedures recommended by Vision from time to time and Hirer indemnifies Vision from any failure to comply with such instructions and procedures and unintended Use of the Equipment.
- 5.2 Hirer must at all times keep the Equipment in good condition and must not, without Vision's prior written consent, alter or make additions to the Equipment, or deface, remove or conceal any Vision logo, identifying mark or number, or indication of Vision's ownership of the Equipment.
- 5.3 Hirer must at all times ensure that the Equipment is Used in a safe manner, and must not deliberately damage, abuse or mistreat Equipment or allow Equipment to be deliberately damaged, abused, or mistreated.
- 5.4 If any damage, loss, theft, or destruction of the Equipment occurs, whether Hirer was responsible or not, Hirer must immediately notify Vision and provide full details of the damage, loss, theft or destruction.
- 5.5 Hirer must ensure that Use of the Equipment is at all times strictly in accordance with:
- 5.6 all applicable laws including relevant legislation in relation to privacy, data storage, communication and

- transmission, planning, environment or health and safety, and
- 5.7 any relevant industry usage, custom and standards for goods similar to the Equipment.
- 5.8 Hirer must obtain and maintain, at its own expense, any insurance, permit or license that may be required under any law or by any statutory or other authority for the Use of the Equipment, including its installation or removal. Without limiting Hirer's obligations under this clause, Hirer must obtain all permits required under any relevant legislation, and must ensure that its personnel are appropriately inducted, trained and supervised so as to ensure the safe and lawful Use of the Equipment.
- 5.9 At all times during the Rental Period, Hirer must store the Equipment safely and securely.
- 5.10 Hirer will allow Vision to enter Hirer premises and inspect and maintain the Equipment from time to time during the Rental Period during normal working hours. If Vision cannot inspect or maintain the Equipment during normal working hours, then additional charges may apply.
- 5.11 Whenever Hirer moves the Equipment Hirer must ensure the safe loading, securing, and transporting of all Equipment in accordance with all laws and guidelines. Hirer must observe any safety directions advised by Vision and must conduct any risk assessments it deems necessary to comply with the safety laws.
- 6 Unusable, Damaged and Missing Equipment**
- 6.1 If the equipment breaks down, is unusable or unsafe during the Rental Period, Hirer must:
- immediately stop Using the Equipment and notify Vision;
 - take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
 - take all steps necessary to prevent any further damage to the Equipment itself; and
 - not repair or attempt to repair the Equipment without Vision's written consent.
- 6.2 Except where clause 6.3 applies, upon receiving notice from Hirer under clause 6.1, Vision will:
- take all reasonable steps to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by Hirer; and
 - not impose Rates for that portion of Hirer Period for which the Equipment was broken down or unsafe, nor the costs associated with any repair or replacement of the Equipment except where a long-distance maintenance and repair fee applies as per clause 6.4.
- 6.3 If the Equipment has broken down or become unsafe to use as a result of Hirer's acts or omissions (or the acts or omissions of Hirer's employees or contractors or agents) or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Rental Period, Hirer will be liable for:
- Any costs incurred by Vision to recover and repair or replace the Equipment; and
 - The Rates for that portion of the Rental Period during which the Equipment is being recovered,
- repaired, or replaced, Except where Hirer has paid an insurance reduction, in which case Hirer's liability shall be in accordance with clause 7.
- 6.4 If the Equipment is hired to a location more than 50km from the Vision branch from which the Equipment is hired then a long-distance hire maintenance and repair fee may apply, as follows:
- after the first 50km of travel a per kilometre fee will apply for travel both to and from the location of the Equipment.
- 6.5 If Equipment is returned, collected or repossessed in a condition which in the reasonable opinion of Vision renders it unusable for hire, Hirer must pay Vision on demand the cost of replacement or repair of the Equipment calculated in accordance with the relevant Damaged & Lost Materials price list as published on Vision's website, www.visioni.com.au from time to time. In no circumstances will title to the Equipment or any part of it pass to Hirer.
- 6.6 In addition to any other obligation Hirer may have to Vision, Hirer will be liable for all Loss, incurred by Vision arising out of the Equipment not being returned, collected or repossessed, including where the Equipment has been stolen or is missing.
- 7 Insurance Reduction**
- 7.1 When an insurance reduction charge (at Vision's then current rate) is paid by Hirer, Vision will not make a claim against Hirer for any accidental loss or damage to the Equipment during the period covered by the charge. This insurance reduction is conditional upon Hirer paying a \$500 excess per claim event, and only applies when Hirer has Used the Equipment in accordance with this Agreement.
- 7.2 For the avoidance of doubt clause 7.1 does not apply to prevent Vision from making a claim for loss and damage to the Equipment in circumstances where:
- loss or damage occurred in part or whole as a result of the negligent act or omission of Hirer.
 - there was misuse or abuse of the Equipment caused or permitted by Hirer
 - mysterious disappearance of the Equipment;
 - loss or damage from use in violation of regulations by Hirer
- 8 Vision's Rights**
- 8.1 Vision may terminate this Agreement and recover the Equipment at any time on seven (7) days written notice to Hirer. If Vision exercises this termination right, Vision will refund Hirer for any hire fees received by Vision which relate to Equipment hired outside the Rental Period, less a deduction for reasonable expenses incurred by Vision in connection with the recovery and/or transport of the Equipment.
- 8.2 Vision may enter any premises where the Equipment or any part of it is, or believed to be located for the purpose of:
- inspecting or testing the Equipment,
 - protecting Vision's rights or interest in the Equipment,
 - ensuring compliance with any law, including any law relating to health and safety, or
 - exercising its right to take possession or control of the Equipment.
- 8.3 If Hirer in any way fails to perform, breaches any provision of this Agreement,
- becomes insolvent or in Vision's reasonable opinion is likely to become insolvent, Vision may at its discretion do the following:
- terminate this Agreement upon seven (7) days written notice; and
 - retake possession of the Equipment, holding Hirer fully liable for all hire fees; and
 - require Hirer to pay liquidated damages equal to two (2) weeks hire fees (which the parties agree to be a reasonable estimate of the costs incurred by Vision in order to retake possession of the Equipment).
- 8.4 Notwithstanding clause 8.3, if Hirer remedies a failure to perform or breach under this Agreement within seven (7) days of the written notice by Vision:
- the Agreement will not terminate; and
 - any damages paid by Hirer will be retained by Vision.
- 8.5 Clauses 8.4 will not apply where there is a serious failure to perform or serious breach of any provision of this Agreement by Hirer, which is reasonably determined by Vision.
- 8.6 Nothing in this clause 8 limits any rights Vision may have:
- in respect of the Equipment;
 - against Hirer; or
 - against any other person, at any time.
- 9 Warranties and Guarantees**
- 9.1 Vision acknowledges that Hirer may be a consumer for the purposes of applicable State or Federal law, with the consequence that:
- certain warranties or conditions may be implied into this Agreement; and
 - certain guarantees may be conferred on Hirer and certain rights and remedies may be conferred on Hirer, which cannot be excluded, restricted, or modified. If so, then to the maximum extent permitted by law, Vision's liability to Hirer is limited at Vision's option to:
 - in the case of goods:
 - replacement or repair of the goods; or
 - payment of the cost of replacing or repairing the goods; and
 - in the case of services:
 - resupply of the services; or
 - payment of the cost of resupplying the services.
- 9.2 Subject to clause 9.1 and to the maximum extent permitted by law:
- Vision excludes all conditions, warranties, guarantees or representations (expressed or implied) to Hirer in relation to this Agreement or its subject matter, including all warranties and guarantees as to the quality, suitability, or fitness of the Equipment for any particular purpose;
 - Vision is not responsible to Hirer or to any other person for any Loss, damage, or injury, caused by, resulting from or in any way connected with this Agreement including, the Use of the Equipment.
 - Vision will not be responsible for failure or delay in Delivery, pick up, installation or removal and will have no liability to Hirer or any other person for any Loss arising out of such failure or delay.
- 10 Liability and Indemnity**
- 10.1 Hirer is liable for any Loss whether caused by Hirer or any other third party, arising

directly or indirectly out of the Use of the Equipment.

- 10.2 To the maximum extent permitted by law, the maximum amount recoverable by Hirer from Vision under or in connection with this Agreement is limited to the hire fees paid by Hirer to Vision during the Rental Period under this Agreement.
- 10.3 Vision liability to Hirer (if any) is reduced to the extent that Hirer's acts or omissions (or those of any other third party) contribute to or cause the Loss.
- 10.4 Hirer agrees to indemnify and keep indemnified Vision and Vision's employees, agents and contractors from all damages, suits, actions, claims and demands which they may suffer or incur arising either directly or indirectly out of the Use of the Equipment.
- 10.5 Hirer must not do or allow to be done any act matter or thing which may invalidate or prejudice any:
- a) insurance policy effected by Vision,
 - b) Vision defence, prosecution or settlement of any claim, or
 - c) right Vision may have against any person.

11 Title and Security

- 11.1 Title to the Equipment remains with Vision at all times. Hirer must not grant or allow to subsist any security interest or encumbrance over the Equipment or allow Vision's title to be adversely affected in any way.
- 11.2 Hirer must not make any representation or do anything that may tend to induce any person to believe the Equipment is not the property of Vision. If possession of the Equipment is taken by any third party for any reason, Hirer authorises Vision to take any action it deems necessary to protect its rights in the Equipment, at the cost of Hirer.
- 11.3 If Vision determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, Hirer agrees upon request to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Vision considers necessary for the purposes of:
- a) ensuring that the security interest is enforceable, perfected, and otherwise effective;
 - b) enabling Vision to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by Vision; and
 - c) enabling Vision to exercise rights in connection with the security interest, and, Hirer expressly waives any right it may have under PPSA section 175 to be given notice in relation to any registration event.
- 11.4 Vision is not obliged, before exercising a right under this Agreement or conferred by law, to give Hirer any notice or demand, or allow a lapse of time, that is required by law unless the notice, demand or lapse of time cannot be excluded. A reference to a notice under this clause includes any notice under the PPSA.

12 Location and Use of Equipment

- 12.1 Hirer is responsible for selecting the site at which the Equipment is to be installed and for obtaining all necessary permits or approval required for the use of the equipment at that site.
- 12.2 Hirer must expressly inform Vision of the

location of the Equipment during the Rental Period.

- 12.3 Hirer must not:
- a) part with possession of the Equipment;
 - b) allow any other person to use the Equipment; or
 - c) permit removal of the Equipment from the location at which Hirer represented it would be located; without the prior written consent of Vision.
- 12.4 Hirer must store the Equipment in a safe place and do all other things necessary to ensure the continued safety and preservation of the Equipment.

13 Collection, Storage and Use of Information

- 13.1 Hirer authorises Vision to collect, store, use and disclose information about Hirer for the purposes related to the provision of hire services (including whether to allow credit on Hirer's account), reporting information to any credit agency, marketing Vision's goods and services, and enforcing any rights under this Agreement.
- 13.2 Hirer expressly consents to receiving commercial electronic messages from Vision and its agents for the purposes of the Spam Act 2003 (Cth). Hirer may withdraw its consent at any time by notifying Vision in writing.
- 13.3 Where personal information is collected, stored, or used by Vision, it will be dealt with in accordance with the Privacy Act 1988 (Cth). In particular, any individual may access personal information held about him or her (subject to the permissible limitations contained in the Privacy Act 1988 (Cth)) and may request correction of that personal information. Further information about the handling of personal information including requests for access to personal information may be obtained from Vision's Privacy Officer.
- 13.4 Vision and its agents will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles or successor principles. A copy of Vision's privacy statement can be obtained by visiting Vision's website www.visioni.com.au

14 Hirer's Warranties

- 14.1 Any person signing any document on behalf of Hirer in respect of the hire of the Equipment warrants that they:
- a) have Hirer's authority to contract with Vision on Hirer's behalf; and
 - b) have been authorised by Hirer to bind Hirer to hire the Equipment under this Agreement and agrees to indemnify Vision against all Losses and claims incurred by Vision if this is not the case.
- 14.2 If there is any variation to the legal structure or management of Hirer, including (but not limited to) change in directors, senior management or trustee, or change in partnership or conversion to or from a company or to or from a trust, Hirer must notify Vision in writing within seven (7) days providing details of that change.
- 14.3 Hirer may not assign in whole or in part this Agreement or any benefit under this Agreement without Vision's prior written consent.

15 Changes to Terms and Conditions

- 15.1 Vision may amend these Terms and Conditions at any time by publishing the amendments on its website

www.visioni.com.au or otherwise notifying Hirer in writing. Such amended Terms and Conditions will govern each subsequent hire agreement between Vision and Hirer.

15.2 If Hirer does not consent to the amended Terms and Conditions, Hirer may terminate this Agreement by written notice to Vision within seven (7) days of the date of publication or notification (as applicable) of the amended Terms and Conditions.

16 General

- 16.1 Any failure of Vision to insist upon strict performance by Hirer of the conditions and terms of this Agreement will not be construed as a waiver of Vision's right to demand strict compliance.
- 16.2 Vision may exercise its rights under this Agreement personally or through its agent.
- 16.3 Vision may assign the Agreement to any of its related bodies corporate by notifying the Hirer of such assignment.

17 Acknowledgement

- 17.1 I acknowledge that I have read and agree to the above Vision Terms & Conditions.

18 Special conditions

- 18.1 If the Hirer signs the collaboration terms set out in Annexure A, the terms of Annexure A will apply and, to the extent of any inconsistency, will prevail over the Terms and Conditions.

Signed by **Vision** by its authorised representative:

Signature of authorised representative

Name of authorised representative

Date

Signed by **Hirer** by its authorised representative:

Signature of authorised representative

Name of authorised representative

Date