



TERMS AND CONDITIONS OF BROADCAST EQUIPMENT HIRE FROM VISION WRANGLER

Vision Wrangler

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Parties Of The Agreement:

Vision Wrangler A.B.N. 48091236761 QLD BN20430462 as Trustee for the Nanook Trust together with its assigns and successors in title, here in after referred to as "Vision Wrangler".

"The Hirer" is as specified on the New Client Application Form as a Person, or Company, or Establishment renting the equipment.

Definitions

In these terms and conditions unless the context otherwise requires it; the equipment owner means Vision Wrangler A.B.N. 48091236761 QLD BN20430462 which expression shall include any or all companies related or any subsidiary successors and assigns of Vision Wrangler.

The Hirer means the person including its successors, representatives and permitted assign hiring equipment from Vision Wrangler and where there is more than one Hirer the covenants on their part contained herein shall be deemed joint and several covenants.

Equipment means any and all broadcast camera gear, video or other equipment which has been rented to The Hirer by Vision Wrangler.

General Information

Normal business hours are from 8:30 AM to 5:30 PM Monday through Friday. Delivery in Brisbane area is available during the hours of 2.30 PM to 5.30 PM for orders over \$250 at a cost of \$10. Pre arranged pick up and receiving of equipment can be made from 8.30 AM to 10.30 AM and 2.30 PM to 5.30 PM.

Minimum rental period for equipment is one full day. Late returns of equipment will incur penalty fees per your rental agreement.

Weekly rates are four X the daily rate. Weekly rates apply only when made in advance. Extensions are considered new rental periods.

Saturday is a billable day - Sunday is not.

Reservations are suggested. We reserve the right to charge rental fees up to 50% for cancellations made without 24 hours advance notice. No shows will be charged the full amount of the rental period booked.

All equipment is rented in good condition and is to be returned in good condition. Vision Wrangler assumes with good faith that operators of rented equipment are knowledgeable and experienced in its use.

In the event any part of the equipment is destroyed, damaged, lost or stolen during the rental period, The Hirer shall continue to pay rent until the equipment is replaced or repaired.

The Hirer will be given the opportunity, and is encouraged, to inspect and test the equipment prior to its rental. Thereafter, The Hirer assumes full responsibility for all items until returned.

The Hirer is responsible for any damage caused to the equipment, other property or person(s), during testing of the equipment. After completing your tests, you must notify Vision Wrangler of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify Vision Wrangler of a defect or problem with the equipment supplied, you agree that the equipment is in good working order and that the equipment is acceptable to you.

Returning the equipment does not waive possible charges for abnormal maintenance and/or repair resulting from the hire.

At no time will rental prices accrue toward the purchase of any rental equipment. You specifically acknowledge Vision Wrangler's title and ownership of the equipment and must keep the equipment free of all encumbrances. You may not assign or pledge the equipment.

Prices and specifications are subject to change without notice.

Payment Requirements

Payment is via cash, EFTPOS, VISA, or MasterCard.

The Hirer must provide a security deposit and pay the complete rental fee in advance or at the time of rental, unless prior alternative arrangements have been made with Vision Wrangler.

All additions to the original or subsequent rental equipment bill of material are considered new rentals and must also have an advance payment.

AUD\$1,100 deposit bond applies to all hires.

AUD\$1,100 excess applies on equipment damage or loss.

Vision Wrangler can run customer accounts at its discretion.

Late or incomplete returns can attract additional charges.

Vision Wrangler reserves the right to vary or refuse a hire.

Insurance Requirements

The Hirer must throughout the term of this agreement, at the Hirer's cost and to the satisfaction of the Vision Wrangler, keep the equipment including any replacement equipment provided insured for its full replacement value with an insurance company authorized by the Australian Prudential Regulation Authority to conduct insurance business under the Insurance Act 1973 against loss or damage from all risks.

The Hirer must notify its insurers that the equipment is on hire from Vision Wrangler.

On demand and before commencement of this agreement The Hirer must show Vision Wrangler the policy of insurance, premium receipts and insurance certificate; and not use or allow the equipment to be used for any purpose not permitted by the terms of the policy of insurance or allow anything or act whereby the insurance may be invalidated.

The Hirer's insurance carrier must provide a current Certificate of Insurance for our file naming Vision Wrangler as "Loss Payee" for full replacement cost of the equipment being leased.

Depreciated value coverage is not acceptable. Coverage stating only with regards to negligence by named insured or similar disclaimer is not acceptable. Dollar limit for leased equipment coverage is equal to the value of the goods being leased.

Rental rates accrue until goods are replaced or repaired. Vision Wrangler shall be named as "Also Insured" in the liability portion of The Hirer's insurance so defence is provided in the event litigation arises from an incident during lease.

The certificate must be kept current.

Large corporations who are self insured may provide a letter for our file acknowledging full replacement of leased equipment that is damaged, destroyed or stolen.

Rental Terms & Conditions

These terms and conditions are deemed to be incorporated into all contracts for the supply of equipment to The Hirer.

Vision Wrangler is only prepared to hire equipment upon these terms and conditions and no contract for the hire of equipment shall exist between the Vision Wrangler and The Hirer except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by Vision Wrangler.

Any order placed by The Hirer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in The Hirer's order.

Transporting Equipment

The Hirer agrees to pick up and return the equipment to a Vision Wrangler representative during business hours. If you do not pick up or return the equipment to a Vision Wrangler representative during business hours extra hire fees can apply. The Hirer is responsible for the transportation and costs of the equipment to or from any location.

Vision Wrangler will not accept freight collect shipments from you.

Your Responsibilities

The Hirer accepts all risk of loss of the equipment. Once you have taken delivery of the equipment, your responsibility includes, but is not limited to risks, while in transit, at all locations named and unnamed, at all studios, and while on your own premises.

Your responsibility ends when the equipment is returned; satisfactorily checked and the hire term has expired.

Equipment will not be deemed to have been returned until the equipment has been returned to a Vision Wrangler representative during business hours and an inventory has been completed.

You are responsible for all property being transported or stored for you by Vision Wrangler which belongs to you or third parties. All risks of physical loss to property which is transported or stored by Vision Wrangler for your benefit shall remain your responsibility.

Restrictions on the Use of the Equipment

The equipment must be used only within the Commonwealth of Australia. Foreign use may be requested, but at least 14 days notice is required. Additional insurance, carnet, customs clearing, and other charges may apply.

The Hirer shall keep the equipment in their sole custody and shall not permit the equipment to be used in violation of any laws.

You may not sublease all or any part of the equipment without the written consent of Vision Wrangler.

Serial Numbers and Identifying Tags

You may not remove or cover any serial numbers, tags, nameplates, or identifying logos on the equipment showing ownership by Vision Wrangler.

In the event that any serial numbers have been removed, or there has been any attempt at removal of same, Vision Wrangler in its sole discretion may make a monetary claim against you for the replacement price of the entire piece of equipment or for any defects, alterations, or substituted parts found in the returned equipment.

No Warranty or Guarantee

Except as provided by law, the equipment is hired to you without warranty or guarantee of any kind, expressed or implied, and that Vision Wrangler assumes no responsibility unless agreed to in writing.

Equipment Damaged or Stolen

As soon as you discover that equipment in the field is defective, you should notify Vision Wrangler of the problem and, if necessary, return the equipment to Vision Wrangler for evaluation. Vision Wrangler will make every reasonable effort to repair or replace the equipment in the shortest amount of time.

Upon return of damaged equipment, Vision Wrangler will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, Vision Wrangler's decision shall be final. Should Vision Wrangler determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

In the event that after delivery to you, any of the equipment is lost, stolen, damaged beyond repair, destroyed, or otherwise disappears, or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current prices less any discounts available, without deduction for depreciation.

As soon as you realize that any equipment hired from Vision Wrangler is missing, notify Vision Wrangler, and also make a report at the nearest Police Station.

Hire Charges and Late Charges

You must return the equipment prior to the date and time specified in the Hire Agreement or you can be subject to additional charges.

A full additional day's hire will be charged for any equipment not returned by the specified time and date. Full daily rates shall be charged for each day the equipment is not returned after the date and time specified for the return of the equipment. Long term billing rates will not apply to late return charges, even if they did apply on the Hire Agreement.

Should the Hirer not return the equipment 24 hours after the due end time, the equipment will be considered stolen and the police will be notified, and the rental charges will continue until they are returned satisfactorily.

If you return equipment in a damaged or non working condition, the hire period will be extended by the shortest reasonable time necessary to repair such damage or replace as necessary the Equipment and return it to Vision Wrangler's general inventory. The extended hire period shall apply only to the damaged or inoperable item(s), unless the item(s) forms part of other equipment. There may be delays in repair or replacement attributable to causes beyond Vision Wrangler's control. The acceptance of the return of equipment by Vision Wrangler will not amount to a waiver by Vision Wrangler of any claims that it may have against you.

Hire charges for the damaged or non working item(s) shall accrue at the full hire rate for the item(s) irrespective of any package discounts or other discounts agreed to at

the inception of the Hire Agreement, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to Vision Wrangler. If requested, you shall advance the money in order to allow Vision Wrangler to repair or replace the equipment.

You will be charged the daily hire rate for public holidays whether the equipment is used or not.

There may be minimum hire periods and or special minimum rates applicable to certain equipment to be used within or outside Australia.

Right of Entry and Inspection

Vision Wrangler shall have the right to inspect the equipment at any time during the hire term. You shall make any and all arrangements necessary to permit a qualified representative of Vision Wrangler access to the location of the equipment.

If a breach of any of the provisions of the Hire Agreement occurs, Vision Wrangler has the right to remove all of the equipment without any liability to you, and without prejudice to Vision Wrangler's right to receive hire charges due or accrued until the date of removal of the equipment.

Indemnifying Vision Wrangler

The Hirer agrees to indemnify Vision Wrangler and to hold Vision Wrangler and its employees and agents harmless from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever including legal expenses, arising from the use, condition including, without limitation, latent and other defects or operation of the equipment, and by whosoever used or operated during the hire term.

This indemnification shall continue in full force and effect during and after the term of the hire for causes arising during the term of the hire.

Vision Wrangler reserves the right to conclude the Hire Agreement and recover all payments due and equipment in the event of an administrator or liquidator being appointed to The Hirer, or The Hirer being declared insolvent or a bankrupt.

Entire Agreement

The signed Hire Agreement and these Terms and Conditions constitute the entire agreement between The Hirer and Vision Wrangler. Any changes to the Hire Agreement and or Terms and Conditions must be made in writing and agreed to by both parties.