

Rental Agreement Terms and Conditions

PERIOD OF HIRE

1. The period of hire shall commence from the Date of Commencement and will continue until either;
 - a. possession of the equipment passes back to Con-Sol; or
 - b. the Date of Completion whichever occurs first.

THE EQUIPMENT

2. The equipment shall at all times remain the property of Con-Sol. Upon delivery, the Hirer shall inspect the Equipment to determine whether the Equipment delivered is complete in accordance with this Agreement and is in good order and working condition. Any missing or defective equipment shall be notified to Con-Sol, in writing, within 24 hours of delivery of the Equipment to the Hirer.
3. The Hirer shall:
 - a. exercise all reasonable care and diligence in the use of the Equipment.
 - b. return the Equipment in good order and working condition prior to the expiration of the period of hire;
 - c. if Con-Sol is to collect the Equipment at the expiration of the period of hire, make it available for collection in good order and working condition;
 - d. not tamper or in any way interfere with, repair or attempt to repair the Equipment.
 - e. be responsible for all accidental damage to the Equipment including damage caused by inclement weather, except where such damage is caused by Con-Sol;
 - f. be responsible for all loss or damage to the Equipment caused by theft, malicious damage, or other unlawful act, save and except where such loss or damage occurs when the Equipment is under the control of Con-Sol;
 - g. at no time during the Period of Hire, part with possession of the Equipment or in any way deal with it in a manner inconsistent with the rights of Con-Sol;
4. If the Equipment or any part of it is lost, stolen or damaged during the Period of Hire, in circumstances where the Hirer bears responsibility under this Agreement, the Hirer shall be liable to Con-Sol and indemnify it for the costs and expenses of:
 - a. the replacement of the lost or stolen equipment; and/ or
 - b. the replacement of equipment which, in the sole determination of Con-Sol is damaged beyond repair; and/or
 - c. repairing damaged equipment.
5. If the Hirer fails or refuses, for any reason whatsoever, to return the Equipment to Con-Sol or make it available for collection by Con-Sol at the expiration of the Period of Hire, then the Hirer shall be in default under this Agreement and, without prejudice to any other rights which Con-Sol may have either pursuant to this Agreement or at law, shall be liable for and indemnify Con-Sol at the Day-Rate for such further period of time which shall commence at the expiration of the Period of Hire and conclude on the earlier of:
 - a. the date when the Equipment is returned to Con-Sol; or
 - b. the date when Con-Sol receives by way of monetary compensation, the replacement cost of the Equipment or the Day Rate payable for the further period .

HIRER'S OBLIGATIONS

6. Where Con-Sol sets up the Equipment for a Hirer at a venue or location ("the Site"), the Hirer shall:
 - a. Ensure that Con-Sol is able to access the Site at times specified by Con-Sol.
 - b. Ensure that the Equipment, when installed remains in place at the Site for the Period of Hire and that the Site is not required for any other purpose which would require the Equipment to be dismantled and re-installed other than by Con-Sol.
 - c. Ensure that the period of time as specified by Con-Sol that is necessary at the conclusion of the Period Of Hire to enable Con-Sol to dismantle and remove the Equipment from the Site is made available to Con-Sol.
 - d. Do all such things as are necessary to discharge its obligations under all applicable Occupational Health and Safety legislation, regulations and codes of practice to ensure that the Site is safe and free from any defects and dangerous conditions.

THIRD PARTY INJURY OR DAMAGE

7. Any damage to property or injury to another person or persons caused by or contributed to by the negligence of any employees, agents or contractors of the Hirer arising out of the hire or use of the Equipment the Hirer shall be liable for the damage to the property or the injury to the person or persons and shall indemnify Con-Sol in respect of any claim of this nature.
8. The Hirer will provide proof in a form satisfactory to Con-Sol that all temporary structures, including staging, is suitable for the siting and location of the Equipment prior to the Date of Commencement

LIMITATION OF LIABILITY

9. If Con-Sol for any reason is unable to provide any of the Equipment which is the subject of this Agreement Con-Sol shall not be liable for any loss or consequential loss suffered by the Hirer as a result thereof.

Rental Agreement Terms and Conditions

10. Con-Sol gives no warranty in respect of the Equipment or its condition except those warranties implied by the Trade Practices Act 1974 or any other statutes, if any, which cannot be contracted out of by the parties. Where permitted by legislation, Con-Sol's liability for breach of any warranty implied in this Agreement shall, at Con-Sol's option, be limited to:

- a. The supply of substituted equipment of an equivalent nature; or
- b. The payment of the costs of supplying to the Hirer substituted equipment of an equivalent nature.

11. Subject to clauses 9 and 10 Con-Sol shall not be liable for any loss or damage of whatsoever kind or nature (including indirect or consequential loss or damage) sustained by the Hirer and attributable to the Equipment irrespective of how the loss or damage may have occurred.

12. Con-Sol shall not be liable for the breach of any Commonwealth, State or local authority legislation concerning the abatement of noise or control of noise pollution and the Hirer shall be liable to ensure that the operation of the Equipment does not infringe such legislation.

INSURANCE

13. Unless prior to the Date of Commencement Con-Sol has received from the Hirer's insurers a certificate in a form acceptable to Con-Sol that the Hirer has insurance in a form and for an amount satisfactory to Con-Sol then the Con-Sol shall be entitled (but not obliged) to arrange insurance of the Equipment for its full replacement value against all damage or loss consequential or otherwise (without prejudice to any payment to Con-Sol pursuant to this Agreement) and Public Liability against claims made by third parties arising from use or misuse of the Equipment for an amount of not less than \$20,000,000;

14. If the Hirer fails to provide evidence of insurance in the form required by Con-Sol pursuant to this Agreement the Hirer in addition to all other moneys payable pursuant to this Agreement shall also pay Con-Sol an additional sum of up to 20% of the Hire Fee to enable Con-Sol to effect such insurance.

CANCELLATION

15. If the Hirer;

- a. within 2 days of the Date of Commencement cancels this Agreement the Hirer shall be liable to pay to Con-Sol a cancellation charge of fifty per cent of the Hire Fee
- b. within 1 day of the Date of Commencement cancels this Agreement the Hirer shall be liable to pay to Con-Sol a cancellation charge equal to the Hire Fee.

16. Con-Sol agrees that it will off-set against the cancellation fee payable under this Agreement any fee received by it for the hire of the whole or any part of the Equipment. The Hirer acknowledges that cancellation within 2 days of the Date of Commencement will preclude Con-Sol from obtaining another agreement for the hire of the Equipment.

PAYMENT

17. Payment of any monies owing to Con-Sol under this Agreement shall be made no later than 14 days following the date on Con-Sol delivers an invoice to the Hirer. Any invoice shall be deemed to have been received by the Hirer on the day after which the invoice is posted by ordinary first class post to the address of the Hirer as stipulated in this Agreement.

18. Payment of any monies payable to Con-Sol arising from any act or default on the part of the Hirer (other than payment of the Hire Fee) shall be payable to Con-Sol on demand.

19. Con-Sol reserves the right to charge the Hirer interest on any monies owed under this Agreement at the prime lending rate charged by Con-Sol's bank plus five (5) per centum.

GST

20. If GST is imposed or levied in respect of any supply by Con-Sol under this Agreement Con-Sol may recover the GST Amount from the Hirer in addition to the Consideration. Con-Sol shall provide such invoices to the Hirer as are required pursuant to the GST Legislation.

21. In clause 20:

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Agreement;

"GST" means any form of goods and services tax or similar value added tax.

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate.

"GST Exempt Component" means any part of the Consideration, which solely relates to a supply that is free or exempt from the imposition of GST.

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation, which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation.

"Rate" means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease.

"supply" includes supply as defined under GST Legislation.

Rental Agreement Terms and Conditions

DEFAULT

22. In addition to a default caused by the refusal or failure of the Hirer to return or make available the Equipment at the conclusion of the Period of Hire, the following are Default Events for the purposes of this Agreement;

- a. If the Hirer being a corporation takes any voluntary action or has taken against it any compulsory action for winding up or goes into liquidation or has an Administrator or a Receiver is appointed to it.
- b. If the Hirer is a natural person makes an assignment for the benefit of his or her creditors, or otherwise commits an act of bankruptcy or is declared bankrupt.

23 If a Default Event occurs Con-Sol may, without prejudice to any of its other rights either under this Agreement or at law, without previous notice to the Hirer enter any premises where Con-Sol believes the Equipment to be located and re-posses it and the Hirer agrees not to make any claim or bring any action against Con-Sol as a result of the re-possession of the Equipment and to indemnify and keep Con-Sol harmless against any claim which may be made against Con-Sol for trespass or otherwise in relation to the re-possession of the Equipment.

LAW

24 This Agreement is governed by and interpreted in accordance with the laws of Queensland and the parties agree to submit to the non exclusive jurisdiction of the courts of Queensland.

25 In interpreting this Agreement, unless the context or subject matter otherwise require:

- a. The singular includes the plural and vice versa;
- b. Any gender includes every gender;
- c. References to Statutes includes any Statute amending, consolidating or replacing the Statute referred to and any Regulation, Rule, By Law and Ordinances made under that Statute;
- d. If the Hirer consists of more than one person an obligation of the Hirer is a joint obligation of all of them and a several obligation of each of them;