

HIRE CONTRACT TERMS & CONDITIONS

1. Conditions

1.1 The Conditions of Hire set out in this Agreement for hire ("the agreement") shall apply to all contracts for the hire of goods between Eyes On Site ("Owner") and the person hiring the goods ("Hirer") and shall not be deemed or construed to be modified, amended, waived, in whole or in part, except by written agreement between the parties.

2. Definitions

2.1 Goods: includes camera towers, equipment, tools, parts, and any other chattels associated with the owner's business. The agreement may not detail an exclusive list of the goods hired.

2.2 Delivery: is deemed to have taken place when either:

- The hirer has taken possession the goods from the owner's premises; or
- The goods have been unloaded at one agreed chosen site of the hirer with truck or Ute access.

2.3 Collection: is the Owner taking back possession of the camera tower or towers from site.

3. Charges

3.1 Goods to be hired on monthly basis with a minimum of three(3) month's hire within Auckland and six (6) months outside of Auckland.

3.2 The hire period of all the goods hired begins from the time / date part or all of the goods leave the Owner's premises and continues until all the goods are returned to the Owner's premises.

3.3 The Hirer will be invoiced in full for the initial Hire period and then on a month by month basis at the beginning of the month for any subsequent hireage past the initial period.

3.4 All payments must be made on the 20th day of the month following date of invoice unless otherwise stated on the tax invoice.

3.5 The Hirer agrees to pay for any loss or damage whatsoever to the goods.

3.6 No credit shall be extended on unpaid accounts and the owner may apply service restriction or suspension on the below parameters, and all efforts will be made to contact you prior to any restrictions or equipment removals

- Overdue 1 Day - Camera access may be suspended
- Overdue >14 Days - Notice to remove cameras within 7 Days will be issued
- Overdue >21 Days - Cameras will be removed

3.7 The Hirer undertakes to pay the accounts in full on or before the due date for payment. In default of payment, the Hirer undertakes to pay late payment penalties at 2.5% per month on any amount outstanding. The Hirer indemnifies the Owner against any actions or damages resulting from the hire and agrees to pay all costs and expenses on a full solicitor and client basis to enforce any provision of this agreement.

3.8 The hirer agrees to pay all costs associated with the recovery of any monies owing under the agreement including but not limited to collection fees.

4. Delivery and Removal

4.1 Delivery of goods must be signed for by the Hirer or their agent on site upon delivery or confirm receipt of the goods by email.

4.2 Upon delivery the Hirer shall inspect all goods and note any damage to those goods. This includes noting any holes or bent frames. The Hirer has 24 hours in which to raise any damage or other issues with the Owner.

4.3 When the Owner collects all or part of the goods the Hirer or their agent must sign the 'sign out' form that the Owner will provide upon pick up.

4.4 All delivery, installation, dismantling and collection of any goods will incur extra charges and be made by prior arrangement with the Owner.

4.5 Installation of the owner's goods will be performed where there is truck or Ute access to the required installation site of the camera tower.

4.6 Dismantling of the Owner's goods will be performed where the truck or Ute has access to the required dismantling site.

4.7 The Hirer hereby authorizes the Owner to bring the Owner's vehicle and any other equipment necessary on to the place where the goods are to be delivered, and if applicable, to install and/or dismantle or remove the goods either upon the expiry of the hire period or on the breach by the Hirer of any term in this contract.

4.8 The Hirer indemnifies the Owner against any cost, claim, damage, expense or liability suffered or incurred by the Hirer whether arising directly or indirectly from the Owner's actions under this clause. This includes pegs or pins being driven into the ground to secure the camera tower (if required) and indemnifies the Owner against any claim caused through any damage caused to underground services. The Hirer indemnifies the Owner from any health and safety breaches that may occur from the Owner's actions.

4.9 The Hirer must give a minimum of 48 hours' notice to the Owner of the required collection time.

5. No Assignment

5.1 This contract is personal to the Hirer and is not capable of assignment whether in whole or in part by the Hirer.

6. Hirer's Obligation

6.1 The Hirer shall take proper and reasonable care of the goods. All goods shall be returned in good order and condition, free from any defects and the Hirer must NOT tamper, alter, damage or repair the equipment should it malfunction.

6.2 The Hirer understands that the owner's camera systems are autonomous and rely on solar panels to rejuvenate the batteries on a daily basis.

6.3 The Hirer shall use the goods in a lawful manner with regard to all laws and regulations pertaining to the use of the goods.

6.4 The Hirer shall immediately notify the Owner if the goods are damaged.

6.5 The Hirer shall be responsible for any mysterious disappearance, loss or any damage to the goods including events such as an earthquake, war or terrorism damage.

6.6 The Hirer shall be responsible for any damage caused to a third party and any payments due to be paid directly to the third party.

6.7 The Hirer shall indemnify the Owner against any claim made by any person against the Owner for any damage, expense, claim, demand action or loss arising directly or indirectly out of the Hirer's use or possession of the goods.

6.8 If the Hirer is not an individual, the person who signs this agreement on behalf of the Hirer warrants that he/she is the agent of the Hirer, and will in any event, be personally liable for the performance of the obligations of the Hirer.

6.9 The Hirer will at all times ensure that the goods are used in accordance with Health and Safety in Employment Act 1992 ("the Act"). The Hirer will indemnify the Owner for any costs or penalties incurred or imposed on the Owner due to any breach of the Act by the Hirer.

7. Owners Right to Cancel

7.1 If the Owner believes the goods to be at risk for any reason whatsoever including but not limited to the manner of its use by the Hirer or that the Hirer is unable to, or might be unable to pay any hire charge the Owner may take action as necessary to retake possession of the goods. Accordingly, the Hirer grants the Owner an irrevocable right and authority to enter at any time onto the place where all or part of the goods are situated or thought to be situated to remove the goods.

7.2 The Hirer shall indemnify the Owner in respect of any claim, action, damage, expense or cost (including full solicitor/client costs) incurred or threatened as a result of the Owner exercising the powers of this clause 6.1 or otherwise to recover any goods hired or moneys payable by the Hirer pursuant to this contract.

7.3 The Owner will not be liable to the Hirer or any other persons for any claim or loss arising from cancellation or repossession.

8. Personal Property Securities Act 1999 (PPSA)

8.1 Hire or acquisition equipment may create a security interest in the equipment. If so, the provisions of this clause 9 apply. All terms in this clause 9 have the meaning given in the PPSA and section references are sections to sections of the PPSA.

8.2 On the request of the Owner, the Hirer shall promptly execute any documents, provide all necessary information and do anything else required by the Owner to ensure that the security interest created under this contract constitutes a perfected security interest in the equipment and their proceeds which will have priority over all other security interests in the equipment.

8.3 The Hirer will pay to the Owner all fees and expenses incurred by the Owner in relation to the filing of a financing statement in connection with this contract.

8.4 The Hirer agrees that nothing in section 133 and 134 of the PPSA applies to this contract.

8.5 The Hirer is not authorized to sell or sublease any of the goods to a third party. The Hirer agrees that in the event that section 53, 54 and 56 of the PPSA apply the owner will be entitled to the full amount of the value of the goods from the hirer and the security interest will continue in the payment given by the third party.

8.6 To the extent they are applicable to the Hirer, the Hirer waives the Hirer's right to:

- 8.6.1 Receive a notice undersections 114(1)(a).
- 8.6.2 Receive a statement of account undersection 116.
- 8.6.3 Receive surpluses distributed under section 117
- 8.6.4 Recover any surplus undersection 119
- 8.6.5 Receive notice of any proposal of the Owner to retain the collateral under section 120(2). 9.6.6 Object to any proposal of the Owner to retain collateral under section 121
- 8.6.7 Not have goods damaged in the event that the Owner were to remove an accession under section 125.
- 8.6.8 Receive notice of the removal of an accession undersection 129.
- 8.6.9 Apply to the court for an order concerning the removal of an accession undersection 131 9.6.10 Redeem collateral undersection 132; and
- 8.6.11 Receive a copy of any Verification Statement

9. Interpretation

9.1 If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of New Zealand, neither the legal validity nor enforceability of the remaining provisions here of shall in anyway be affected or impaired thereby to the extent that this agreement should be construed as if the breach invalidated the entire agreement.

9.2 Headings are inserted for the convenience and shall not affect the construction of the contract. The singular includes the plural and vice versa. Persons include incorporated an unincorporated entity. Words implying one gender include the other. A reference to a clause or subclause is a reference to a clause hereof. A reference to Owner includes all its servants and agents.

10. Privacy Act 1993

10.1 This contract collects personal information about the Hirer and the agent. The information is principally collected to evaluate the hire of equipment that the Hirer seeks. The information is collected and held by the Owner. The failure to provide the information on the front of this contract may result in the application for hire of equipment being declined or this contract subsequently being terminated by the Owner.

10.2 The Hirer has rights of access to personal information contained in this contract, subject to the provisions of the Privacy Act 1993. The Hirer agrees that its personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services.

10.3 The Hirer authorizes the disclosure of personal information held by any other party to the Owner regarding any previous hire agreements entered into by the Hirer and/ or any information in relation to the financial position of the Hirer.

10.4 The Hirer agrees that the Owner may release to other parties' information regarding this hire contract in order to enforce the terms and conditions of this contract.