



## TERMS & CONDITIONS | FSR SECURITY EQUIPMENT

### 1. Definitions and Interpretation

#### 1.1. In these Terms and Conditions:

- a) Agreement refers to the contract between FSR and the Hirer concerning the hire of Equipment, governed by these Terms and Conditions along with the Hirer's Trade Account Application and any quotation provided by FSR, if applicable.
- b) FSR refers to First Security Group Services Pty Ltd, 68 941 684 752.
- c) Business Hours denote the hours between 9:00 am and 5:00 pm on weekdays, excluding public holidays.
- d) Cycle Billing Period signifies the duration between the expiration of the Initial Period and the return or collection of the Equipment. During this period, the Hirer will be billed periodically for the hire of the Equipment. The Cycle Billing Period commences automatically after the Initial Period and continues until the Equipment is returned or collected as per this Agreement.
- e) Delivery of the Equipment is deemed complete upon its collection by the Hirer or its transportation to a designated location at the Hirer's request. "Delivered" holds a corresponding meaning.
- f) Equipment refers to the goods hired by the Hirer from FSR under this Agreement.
- g) GST Act stands for the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).
- h) Hirer pertains to the individual, company, or legal entity renting the Equipment from FSR. When context allows, it includes the Hirer's employees and contractors.
- i) Initial Period means the initial fixed hire duration agreed between FSR and the Hirer, along with any extensions agreed upon.
- j) PPSA refers to the Personal Property Securities Act 2009 (Commonwealth).
- k) Rates indicate the rates provided by FSR to the Hirer, subject to periodic updates.
- l) Rental Period encompasses the Initial Period as well as the Cycle Billing Period.
- m) Use includes the utilization, installation, removal, storage, maintenance, or transportation of the Equipment by the Hirer or on its behalf.

1.2. Each provision of this Agreement operates independently. If any provision is unenforceable in any jurisdiction, it will be deemed removed without affecting the validity of other provisions. Unless stated otherwise, the rights under this Agreement supplement any rights granted by general law.

1.3. This Agreement is subject to the laws of South Australia, and both FSR and the Hirer agree to the non-exclusive jurisdiction of the courts in that jurisdiction.

1.4. These Terms and Conditions supersedes all previous versions. FSR is not bound by any terms and conditions in any document issued by the Hirer before or after this Agreement.

### 2. Rates and Rental Period

2.1. The Hirer is responsible for paying FSR a hire fee calculated in line with the Rates during the Rental Period.

2.2. The hire fee must be paid according to the payment terms specified on the invoice issued by FSR or as otherwise communicated to the Hirer. FSR reserves the right to request payment of a portion or the entire hire fee prior to Delivery. The Hirer must report any invoice errors within seven (7) days. Non-receipt of an invoice does not exempt the Hirer from payment responsibility. Failure to pay within the stipulated time is considered a breach of this Agreement. The Hirer must indemnify FSR for costs incurred in recovering owed amounts upon demand.

2.3. The Hirer cannot claim hire fee reductions for returning Equipment before the Initial Period ends. Except as noted in clause 8.1, FSR will not refund prepaid hire fees for periods outside the Rental Period.

2.4. The Hirer is prohibited from deducting hire fees as retention money.

2.5. Hire fees and all other payments under this Agreement do not include GST. If GST applies to a supply under this Agreement or due to a breach, the recipient must pay an amount equivalent to the supplier's GST, alongside the consideration. The supplier will provide a tax invoice for this additional amount upon payment.

2.6. The Hirer agrees to pay a service charge to FSR at a rate of 1.5% per month for overdue balances from the due date until payment.

2.7. FSR has the right to employ debt recovery services at the Hirer's expense if payment terms are not met, with the Hirer responsible for debt recovery fees.

2.8. The Hirer is liable for all costs and expenses arising from non-compliance with payment terms specified on the invoice.

### 3. Delivery, Pick up, Installation, and Removal

3.1. The Hirer must arrange for FSR to deliver the Equipment.

3.2. The Hirer assumes risk for the Equipment from pick-up until return and is liable for any damage or loss, except as stated otherwise in this Agreement.

3.3. FSR acts as the agent for the Hirer in delivering, picking up, installing, or removing the Equipment, with additional charges quoted separately.

3.4. FSR may charge the Hirer additional delivery fees if circumstances beyond FSR's control delay Equipment delivery or removal.

3.5. Upon Equipment collection, FSR will provide the Hirer with an "off-hire" number confirming the Rental Period's expiration.

3.6. The Hirer must cover costs, expenses, damages, or losses resulting from FSR's Equipment-related activities as the Hirer's agent.



#### **4. Receipt of Equipment**

4.1. Upon Equipment Delivery, the Hirer must ensure that:

- a) The received Equipment is in the ordered quantity and good condition.
- b) The Hirer, along with its employees or contractors using the Equipment, is fully instructed in its proper use, installation, removal, and maintenance.
- c) The Equipment is fit for the intended purpose; otherwise, the Hirer must notify FSR within 24 hours. If no notification occurs, the Equipment is considered accepted and suitable.

4.2. The Hirer is accountable for securely transporting the Equipment to ensure its safe arrival at the designated location.

#### **5. Use of the Equipment**

5.1. The Hirer must ensure that the Equipment is used strictly in accordance with FSR's instructions and any procedures recommended by FSR from time to time. The Hirer indemnifies FSR from any failure to comply with such instructions, procedures, and unintended use of the Equipment.

5.2. The Hirer must maintain the Equipment in good condition at all times and shall not alter, add to, deface, remove, or conceal any FSR logo, identifying mark, number, or indication of FSR's ownership of the Equipment without FSR's prior written consent.

5.3. The Equipment must be used safely at all times, and the Hirer shall not deliberately damage, abuse, or mistreat the Equipment, nor allow others to do so.

5.4. In case of damage, loss, theft, or destruction of the Equipment, whether or not the Hirer is responsible, the Hirer must immediately notify FSR and provide comprehensive details of the incident.

5.5. The Hirer must ensure that the use of the Equipment strictly adheres to:

- a) All applicable laws, including legislation concerning privacy, data storage, communication, transmission, planning, environment, or health and safety.
- b) Relevant industry practices, customs, and standards for goods similar to the Equipment.

5.6. The Hirer must obtain and maintain, at its expense, any necessary insurance, permits, or licenses required by law or authorities for the Equipment's use, installation, or removal. Additionally, the Hirer must obtain all necessary permits under relevant legislation and ensure proper training and supervision of personnel to ensure safe and lawful use of the Equipment.

5.7. Throughout the Rental Period, the Hirer must store the Equipment securely and safely.

5.8. FSR shall be allowed to enter the Hirer's premises during normal working hours to inspect and maintain the Equipment periodically. If inspections or maintenance cannot be conducted during normal working hours, additional charges may apply.

5.9. Whenever the Hirer moves the Equipment, it must ensure the proper loading, securing, and transportation of all Equipment in compliance with laws and guidelines. The Hirer must adhere to safety directions provided by FSR and conduct necessary risk assessments to ensure compliance with safety laws.

#### **6. Unusable, Damaged, and Missing Equipment**

6.1. If the equipment breaks down, becomes unusable, or poses a safety risk during the Rental Period, the Hirer must:

- a) Immediately cease using the Equipment and inform FSR, via phone or email
- b) Take all necessary actions to prevent harm to individuals or property due to the Equipment's condition;
- c) Take necessary precautions to prevent further damage to the Equipment itself;
- d) Refrain from repairing or attempting to repair the Equipment without obtaining FSR's written consent.

6.2. Except in cases covered by clause 6.3, upon receiving notification from the Hirer as per clause 6.1, FSR will:

- a) Undertake reasonable measures to repair the Equipment or provide suitable substitute Equipment as soon as feasible after receiving notification from the Hirer;
- b) Not charge Rates for the duration when the Equipment was out of commission or unsafe, nor impose the expenses related to Equipment repair or replacement, except if a long-distance maintenance and repair fee is applicable according to clause 6.4.

6.3. If the Equipment's breakdown or unsafe condition results from the Hirer's actions, omissions, or those of the Hirer's employees, contractors, or agents, or if the Equipment is lost, stolen, or damaged beyond normal wear and tear during the Rental Period, the Hirer shall be responsible for:

- a) All expenses incurred by FSR to retrieve, repair, or replace the Equipment;
- b) Rates for the period while the Equipment is being recovered, repaired, or replaced. This doesn't apply if the Hirer has availed an insurance reduction, in which case the Hirer's liability shall conform to clause 7.

6.4. For Equipment hired more than 50km from the FSR head office in Mawson Lakes where it was rented, a long-distance hire maintenance and repair fee may be applicable as follows:

(1) After the initial 50km of travel, a per-kilometre fee will be imposed for both travel to and from the Equipment's location.

6.5. If the Equipment is returned or collected in a condition that, as determined reasonably by FSR, renders it unsuitable for rental, the Hirer must promptly cover the cost of replacement or repair of the Equipment, calculated as per the relevant Damaged & Lost Materials price list. Under no circumstances will Equipment title or any portion thereof transfer unless specifically stated.

6.6. Besides any other responsibilities owed to FSR, the Hirer will be held accountable for all costs, expenses, losses, or damages (including consequential losses) incurred by FSR due to the non-return or non-collection of Equipment, including instances of theft or missing Equipment.



## 7. Insurance Reduction

7.1. Upon payment of an insurance reduction charge (at FSR's prevailing rate), FSR will abstain from pursuing the Hirer for any unintentional loss or damage to the Equipment during the covered period of the charge. This insurance reduction is contingent upon the Hirer remitting a \$500 AUD excess for each claim event. It exclusively applies when the Hirer has operated the Equipment in alignment with this Agreement.

7.2. To eliminate any uncertainty, clause 7.1 doesn't preclude FSR from lodging a claim for Equipment loss and damage in circumstances where:

- a) Loss or damage resulted, in part or wholly, from the Hirer's negligent acts or omissions.
- b) Misuse or abuse of the Equipment was caused or permitted by the Hirer.
- c) The Equipment has disappeared under mysterious circumstances.
- d) Loss or damage arose from use in violation of regulations by the Hirer.

## 8. FSR's Rights

8.1. FSR reserves the right to terminate this Agreement and recover the Equipment at any time with a 7-day written notice to the Hirer. Should FSR invoke this termination right, any hire fees paid to FSR for Equipment usage beyond the Rental Period will be refunded to the Hirer, with reasonable deductions for expenses incurred by FSR in relation to Equipment recovery and/or transportation.

8.2. FSR holds the authority to access any premises where the Equipment or any part thereof is believed to be situated for the purposes of:

- a) Inspecting or testing the Equipment,
- b) Safeguarding FSR's rights or interests concerning the Equipment,
- c) Ensuring compliance with pertinent laws, including health and safety regulations, or
- d) Exercising its right to acquire possession or control of the Equipment.

8.3. Data and information collected under this Agreement aren't owned by FSR. Nonetheless, FSR may disclose such data and information under the following circumstances:

- a) In response to a warrant or court order as requested by a law enforcement agency,
- b) Upon request by a law enforcement agency that isn't backed by a court order or warrant, provided FSR deems the request reasonable,
- c) When sought by specific individuals as the subject of an approved freedom of information request and is readily retrievable,
- d) If it constitutes personal information under the Privacy Act 1988 (Cth) and is sought by the relevant person, or
- e) When FSR deems it reasonable to do so.

8.4. Notwithstanding clause 8.3, FSR retains the option to withhold or restrict data disclosure if such disclosure could potentially breach applicable privacy legislation concerning other individuals who are subjects of the data.

8.5. In case of the Hirer's failure to perform, breach of any Agreement provision, insolvency, or the reasonable anticipation of insolvency by FSR, FSR may, at its discretion, undertake any of the following actions:

- a) Terminate this Agreement with a 7-day written notice,
- b) Reacquire possession of the Equipment, with the Hirer held fully accountable for all hire fees,
- c) Require the Hirer to pay liquidated damages equivalent to 2 weeks' hire fees (both parties agree that this amount is a reasonable estimate of costs incurred by FSR in reclaiming the Equipment).

8.6. This clause 8 does not limit any rights that FSR may have:

- a) Regarding the Equipment,
- b) Against the Hirer, or
- c) Against any other party, at any given time.

## 9. Warranties and Guarantees

9.1. FSR acknowledges that the Hirer may qualify as a consumer under applicable State or Federal law, resulting in the following consequences:

- a) Certain warranties or conditions may be automatically implied into this Agreement.
- b) Specific guarantees may be granted to the Hirer, and certain rights and remedies may be afforded to the Hirer, which cannot be excluded, limited, or altered. If this is the case, FSR's liability to the Hirer is, at FSR's discretion, limited as follows:
- c) For goods:
  - a. Replacement or repair of the goods, or
  - b. Payment of the cost of replacing or repairing the goods.
- d) For services:
  - a. Resupply of the services, or
  - b. Payment of the cost of resupplying the services.

9.2. Except as stated in clause 9.1 and to the maximum extent permitted by law:

- a) FSR explicitly excludes all conditions, warranties, guarantees, or representations (expressed or implied) to the Hirer concerning this Agreement or its subject matter. This includes all warranties and guarantees related to the quality, suitability, or fitness of the Equipment for any particular purpose.



- b) FSR holds no responsibility toward the Hirer or any other party for any loss (including consequential loss), damage, or injury resulting from or connected with this Agreement. Such losses may arise due to the Use of the Equipment and may be attributed to FSR's negligence, breach of contract, breach of any law, in equity, or under any indemnity.
- c) FSR is not liable for any failure or delay in Delivery, pickup, installation, or removal. Additionally, FSR bears no responsibility for any resulting loss (including consequential loss) arising from such failures or delays.

#### **10. Liability and Indemnity**

10.1. The Hirer is accountable for all costs, expenses, damages, claims (including injury claims), or losses (including consequential losses), whether caused by the Hirer or any third party, arising directly from the Use of the Equipment.

10.2. To the greatest extent permitted by law, the maximum amount recoverable by the Hirer from FSR in connection with this Agreement is restricted to the hire fees paid by the Hirer to FSR under this Agreement.

10.3. The Hirer agrees to indemnify and hold harmless FSR, FSR's employees, agents, and contractors from all damages, suits, actions, claims, and demands which they may incur, directly or indirectly, as a result of the Use of the Equipment.

10.4. The Hirer must not perform or permit any action, matter, or deed that might impair or prejudice:

- a) Any insurance policy held by FSR,
- b) FSR's defence or prosecution of any claim, or
- c) Any rights FSR might possess against any individual, to the extent that the Hirer's compliance with this clause 10.4 doesn't contravene the law.

#### **11. Title and Security**

11.1. Title to the Equipment remains vested with FSR at all times. The Hirer is prohibited from establishing or permitting the existence of any security interest or encumbrance over the Equipment, or taking any action that could adversely impact FSR's title to the Equipment.

11.2. The Hirer is prohibited from making any representation or engaging in any activity that might lead others to believe that the Equipment is not owned by FSR. In the event that a third party takes possession of the Equipment for any reason, the Hirer authorises FSR to undertake any necessary actions to safeguard its rights in the Equipment, at the expense of the Hirer.

11.3. Should FSR determine that this Agreement (or a transaction associated with it) constitutes or involves a security interest according to the Personal Property Securities Act (PPSA), the Hirer agrees, upon request, to undertake any actions that FSR deems necessary for the following purposes:

- a) Ensuring the enforceability, perfection, and overall effectiveness of the security interest.
- b) Facilitating FSR's ability to apply for registration or provide notification in connection with the security interest, thus ensuring its priority as required by FSR.
- c) Enabling FSR to exercise rights linked to the security interest. The Hirer explicitly waives any right it might possess under PPSA section 175 to be notified concerning any registration event.

11.4. Prior to exercising a right conferred by this Agreement or granted by law, FSR is not obligated to issue the Hirer any notice or demand or allow for a passage of time, unless such notice, demand, or passage of time cannot be excluded. A reference to a notice under this clause encompasses any notice as per the PPSA.

#### **12. Location and Use of Equipment**

12.1. The Hirer assumes the responsibility for selecting the installation site for the Equipment and acquiring all essential permits or approvals necessary for Equipment use at that chosen site.

12.2. The Hirer must explicitly notify FSR of the specific location of the Equipment throughout the Rental Period.

12.3. The Hirer is prohibited from:

- a) Relinquishing possession of the Equipment;
- b) Permitting anyone else to utilize the Equipment; or
- c) Allowing the Equipment to be relocated from the initially designated location, as represented by the Hirer, without obtaining the prior written consent of FSR.

12.4. The Hirer is obligated to store the Equipment in a secure location and undertake all necessary actions to guarantee the continuous safety and preservation of the Equipment.

#### **13. Collection, Storage, and Use of Information**

13.1. The Hirer grants authorisation to FSR to collect, store, utilise, and disclose information pertaining to the Hirer for purposes connected to the provision of hire services. These purposes include determining credit eligibility, conveying information to credit agencies, marketing FSR's products and services, and enforcing rights under this Agreement.

13.2. The Hirer explicitly consents to receiving commercial electronic messages from FSR and its agents in accordance with the Spam Act 2003. The Hirer holds the right to withdraw this consent at any time by notifying FSR in written form.

13.3. In instances where personal information is collected, stored, or utilized by FSR, such handling will adhere to the guidelines of the Privacy Act 1988. Specifically, individuals have the right to access their personal information (subject to permissible limitations as specified in the Privacy Act 1988) and can request the correction of this personal information. For further insight into the handling of personal information, including inquiries regarding access to personal information, individuals may reach out to FSR's Privacy Officer.



13.4. FSR and its agents will act in accordance with the Privacy Act 1988 and the National Privacy Principles or any successor principles.  
13.5. While FSR agrees to collect and store data and information, it does not claim ownership over said data and information. Moreover, FSR bears no liability to the Hirer for any losses, damages, or destruction of the information and data.

#### **14. Hirer's Warranties**

14.1. Any individual signing a document on behalf of the Hirer regarding Equipment hire warrants that they:

- a) Possess the Hirer's authority to contract with FSR on the Hirer's behalf, and
- b) Have been duly authorized by the Hirer to commit the Hirer to Equipment hire as per this Agreement. They also agree to indemnify FSR against any losses, costs, and claims incurred by FSR if this is not the case.

14.2. In the event of any alteration to the legal structure or management of the Hirer, including but not limited to changes in directors, senior management, trustees, partnerships, or conversions to or from a company or trust, the Hirer is obligated to provide written notification to FSR within 7 days, furnishing the pertinent details of said change.

14.3. The Hirer is prohibited from assigning this Agreement or any of its benefits, either wholly or partially, without obtaining FSR's prior written consent.

#### **15. Changes to Terms and Conditions**

15.1. FSR reserves the right to modify these Terms and Conditions at any point by publishing the amendments or delivering written notice to the Hirer. Such revised Terms and Conditions will govern all subsequent hire agreements between FSR and the Hirer.

#### **16. General**

16.1. FSR's decision not to insist upon strict compliance by the Hirer with the terms and conditions of this Agreement will not be interpreted as a waiver of FSR's entitlement to demand rigorous adherence.

16.2. FSR retains the option to exercise its rights under this Agreement either directly or through its agents.