

DETAILS OF HIRE/HIRER SCHEDULE:

Initial date of Hire: _____ Hire Period: _____
Hirer Name: _____ Contact person: _____
Job Number: _____
Equipment Details (incl Serial Number): _____
_____ (Photos required)
Replacement value of Equipment: \$ _____ Hire Agreement \$: _____
Special Conditions: _____

OVERVIEW

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Yap! Digital and the Customer in writing. Yap! Digital agrees to hire Equipment to the Customer on terms set out in this document. If the customer wishes to hire Equipment the Customer must complete and sign (or otherwise accept in the manner required by Yap! Digital) a Hire Schedule and such other documents as Yap! Digital may require. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between Yap! Digital and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. Yap! Digital may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.

AMENDMENT

These Hire Contract Conditions may be changed by Yap! Digital from time to time by Yap! Digital giving notice of the amendment to the customer. Notice is deemed given (whether or not actually received) when Yap! Digital does any of the following: (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer; b) displays the amended terms at premises from which Yap! Digital conducts hire operations.

Changes to these hire Contract Conditions will only apply to Hire Schedules entered into after the change occurs.

INTERPRETATION OF WORDS IN THIS CONTRACT

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Commencement – The date when the Customer takes possession of the Equipment.

Equipment – Means any kind of digital signage equipment, media players, screens, components, cabling or tools.

Hire Charge – The amounts shown on the Hire Schedule payable by the Customer to hire the Equipment.

Hire Period – Means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if Yap! Digital agrees. Yap! Digital may issue and require the Customer to sign an amended Hire Schedule for any extension of the Hire Period.

Hire/Hirer Schedule – Means a document which Yap! Digital may require the Customer to sign (or accept in a way Yap! Digital requires) including particulars of the Equipment and the Hire Period and such other information as Yap! Digital may decide to require.

Yap! Digital – The company or companies listed on the Hire Schedule. Yap! Digital is a division of Signs & Lines (Goldpoint Holdings Pty Ltd as trustee for The Goldpoint Trust trading as Signs & Lines ABN 12499591717). Return location: Yap! Digital, 5 Meliador Way, Midvale, WA 6056.

Kilometre Charge – The amount payable for the kilometres that a Motor Vehicle has, in the reasonable opinion of Yap! Digital, travelled during the Hire Period if delivery/collection fees are incurred.

Motor Vehicle – A truck or utility but not any other equipment such as a scissor lift, trailer or bobcat. Additional charges due to transit the digital signage by specialised lifting equipment.

Remote Area – Any location which is more the 50 kilometres from the Yap! Digital premises in Midvale, WA, from where the Equipment is hired.

YAP! DIGITAL OBLIGATIONS

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Yap! Digital will:

- 2.1 Allow the Customer to take and use the Equipment for the Hire Period;
- 2.2 Provide the Equipment to the Customer clean and in good working order;
- 2.3 Collect the Equipment within 5 days of being requested to do so by the Customer and issuing to the Customer a Customer Pick Up Number. NOTE TO CUSTOMER: You must return the Equipment at your expense when due back unless you obtain a Customer Pick Up quotation and submit a PO to Yap! Digital in advance of the collection.

OBLIGATIONS OF THE CUSTOMER

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The Customer must:

- 3.1 Deliver the Equipment to Yap! Digital when it is due back;
- 3.2 Return the Equipment to Yap! Digital in full working order, clean and in good repair;
- 3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Yap! Digital or posted on the Equipment;
- 3.5 Indemnify Yap! Digital for all injury and/or damage caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;
- 3.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorized;
- 3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;

3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;

3.9 Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify Yap! Digital in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer;

3.10 Operate the Equipment with an adequate motor vehicle and/or power source;

3.11 Report and provide full details to Yap! Digital of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.

The Customer must NOT;

3.12 Tamper with, damage or repair the Equipment;

3.13 Lose or part with possession of the Equipment (sub-hire, lend or sell);

3.14 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;

PAYMENTS BY THE CUSTOMER TO YAP! DIGITAL

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4.1 On or before Commencement (or as otherwise specifically agreed with Yap! Digital), the Customer will pay the Hire Charge in full.

4.2 Immediately on request by Yap! Digital, the Customer will pay:

(a) the new list price of any Equipment which is for whatever reason not returned to Yap! Digital. NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment.

(b) All costs incurred in cleaning the Equipment;

(c) The full cost of repairing any damage to the Equipment caused or contributed to by the Customer, unless expressly agreed otherwise in this Contract;

(d) Stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Customer's use of the Equipment;

(e) All costs incurred by Yap! Digital in delivering and recovering possession of the Equipment;

(f) A late payment fee calculated daily at 3% per month on all amounts owing by the Customer not paid on time;

(g) The Kilometre Charge and any additional Hire Charges;

(h) The cost of fuels and consumables provided by Yap! Digital and not returned by the Customer;

(i) Any expenses and legal costs (including commission payable to a commercial agent) incurred by Yap! Digital in enforcing this Contract due to the Customer's default;

(j) If any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract.

4.3 Without limiting the ability of Yap! Digital to recover all amounts owing to it, the Customer authorises Yap! Digital to charge any amounts owing by the Customer to any credit card or account details of which are provided to Yap! Digital.

INSURANCE

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5.1 The Customer will be responsible for ensuring the item(s) outlined in Details of Hire/Hirer on Page 1 are covered by their insurance from the date of hire until the end of hire. A Hire Conditions Form will be reviewed in advance and at end of hire to identify any damage or issues with the equipment.

5.2 A certificate of currency or proof of insurance must be supplied to Yap! Digital at the Date of Hire.

5.3 Insurance cover in 5.1 above should cover full replacement costs of all of the equipment to the value outlined in the Details of Hire/Hire on Page 1 in the following circumstances;

- (a) where the Equipment is lost or stolen;
- (b) where the operator is not suitably licensed;
- (c) where the operator is affected by drugs and/or alcohol;
- (d) where the equipment has been wilfully damaged by the Customer or its employees, agents or general public;
- (e) where the damage is caused by a collision with a wall, car park, awning, gutter, tree or any other overhead structure or object whatsoever due operator error;
- (f) where the damage is caused while the Equipment is being driven or moved; or
- (g) where the damage is caused in any way by electrical surges or power outages.

In the event of 5.3 the Customer must advise Yap! Digital within 7 days of the theft or damage occurring. Insurance claims must be made by the Hirer within a period of 30 days of the event, with full replacement value (if equipment is not returned or repairable) within 90 days of the incident report date.

SERVICE LEVEL AGREEMENT & CONSUMER LAW

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6.1 It is strongly recommended that a Service Level Agreement is purchased from Yap! Digital from the outset and duration to provide technical support for digital signage issues. Where an SLA is not purchased, Yap! Digital can provide support services chargeable as per the rates outlined in our Managed Services & Monitoring Programme price list attached.

6.2 Where the Australian Consumer Law applies and the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, Yap! Digital liability in respect of any guarantee is limited to the replacement or repair of the goods, or the cost of having the goods repaired or replaced.

6.3 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply, Yap! Digital makes no representations and gives no warranties other than those set out in these Hire Contract Conditions, and will not be liable to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Customer.

REMOTE HIRE

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Where the Equipment is at any time hired by the Customer to be located in the Remote Area, the following clauses will also apply, in addition to the obligations of the Customer under Clause 3 and elsewhere in these Hire Contract Conditions;

- (a) The Customer will pay an additional charge for any delivery, servicing and repair of the Equipment, and for any other attendance at the Remote Area by Yap! Digital ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometre rate travelled by Yap! Digital staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred by Yap! Digital and its staff in connection with travel to and from the Remote Area;
- (b) Multiple items of Equipment hire by a Customer on the one site will only be charged for one call out fee;
- (c) The Customer is responsible at its cost for daily maintenance and care of all Equipment in its possession.

BREACH OF HIRE CONTRACT BY CUSTOMER

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If the Customer breaches any clause whatsoever of this Contract, or becomes bankrupt, insolvent or ceases business then;

8.1 Yap! Digital shall be entitled to:

(a) terminate this Contract; and/or

(b) sue for recovery of all monies owing by the Customer; and/or

(c) repossess the Equipment (and is authorized to enter any premises where the Equipment is located to do so), and any Damage and/or Theft Waiver referred to in clause 6 is immediately invalidated.

8.2 The Customer indemnifies Yap! Digital in respect of any damages, costs or loss resulting from a breach by the Customer of any provision of this Contract.

DISPUTES

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9.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Yap! Digital in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.

PRIVACY

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Yap! Digital will comply with the Australian Privacy Principles in all dealings with Customers. A copy of the Yap! Digital Privacy Statement is available upon request or by visiting. www.yapdigital.com

GOVERNING LAW

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11.1 Yap! Digital and the Customer agree that this Contract is governed by the law of the state of Western Australia, and the parties submit to the jurisdiction of the courts of that State.

SIGNED BY CUSTOMER

Name: _____

Signature: _____

Date: _____

SIGNED BY YAP! DIGITAL

Name: _____

Signature: _____

Date: _____