

SUNSTUDIOS Terms and Conditions of Equipment Rental

The following sets out the terms and conditions (Terms and Conditions) of the SUNSTUDIOS Australia Pty Limited (ABN 53 002 954 494) equipment rental service.

1. Definitions:

"Identification Schedule" means the schedule (as updated from time to time) setting out the forms of identification and information that may be required to enable SUNSTUDIOS to carry out background and/or identity checks prior to renting equipment. This is available from the website of SUNSTUDIOS or upon request.

"Hire Contract" means the final Hire Contract form generated by SUNSTUDIOS accepting the Renter's offer to rent equipment from SUNSTUDIOS and confirming the final details of the rental agreement.

"Rental Equipment" means the equipment specified in a Hire Contract.

"Rental Period" means from the time the Renter (or its Authorised Person/s) collects the Rental Equipment until the rental finish time specified in the Hire Contract.

"Renter" refers to the person or entity renting equipment from SUNSTUDIOS.

"Standard Rates" are SUNSTUDIOS' standard rates for equipment rental, available from the website of SUNSTUDIOS or upon request and as specified on the Hire Contract.

"SUNSTUDIOS" means SUNSTUDIOS Australia Pty Limited (ABN 53 002 954 494);

Eligibility requirements and proof of identification

2. If the Renter is an individual the Renter warrants that he or she is at least 18 years of age.

3. The Renter agrees that SUNSTUDIOS may undertake background and/or identification checks prior to Renting equipment to the Renter including searches under the Document Verification Service provided by government (DVS). For these purposes, the Renter must provide the information and/or identification set out in the Identification Schedule.

4. The Renter must also supply SUNSTUDIOS with a valid and current credit card prior to SUNSTUDIOS renting the Rental Equipment to them. The Renter agrees that SUNSTUDIOS may take a photocopy of the Renter's credit card. SUNSTUDIOS reserves the right to charge the Renter's credit card and/or invoice the Renter to recover any amount owed by the Renter in accordance with these Terms and Conditions.

Contract

5. These Terms and Conditions govern all Rental Equipment. Each rental order received by SUNSTUDIOS constitutes a separate offer to rent equipment. An offer is only accepted when SUNSTUDIOS supplies the Renter with a corresponding Hire Contract and the resulting agreement (Agreement) is deemed to incorporate these Terms and Conditions.

6. SUNSTUDIOS may choose at any time, in its sole discretion, not to rent equipment to the Renter. Equipment is subject to availability.

Rental Fee and payment options

7. The rental fee payable (the Rental Fee) is as set out in the Hire Contract. Payment of the Rental Fee can be taken as cash or made via credit card or EFTPOS. Payments by American Express will attract a 2% surcharge. First time Renters may be required to pay their first rental fee with their credit card.

8. The Rental Fee is payable upfront before the Renter (or its Authorised Person/s) take possession of the Rental Equipment and in the event that the Rental Equipment is collected without full payment, SUNSTUDIOS may charge the Renter's credit card. If the Renter has an approved account with SUNSTUDIOS, the Renter may instead elect to place the Rental Fee on its account in accordance with the account terms and conditions.

9. In addition to the Rental Fee, SUNSTUDIOS, in its sole discretion, reserves the right to also charge a deposit that is refundable upon the safe return of the Rental Equipment.

Collection of Rental Equipment

10. The Renter may specify an authorised person/s (Authorised Person) who is approved by the Renter to collect Rental Equipment on behalf of the Renter.

11. If an Authorised Person is specified, only the Renter or Authorised Person will be permitted to collect the Rental Equipment. Anyone collecting the Rental Equipment on behalf of the Renter will be required to provide photo ID and sign for the equipment at the time of collection.

The Renter's obligations and failure to return

12. The Renter must return all Rental Equipment to SUNSTUDIOS by the end of the Rental Period in the same condition as it was given to the Renter (reasonable wear and tear excepted).

13. If the Renter returns the Rental Equipment in an excessively dirty condition (as determined by SUNSTUDIOS in its sole discretion), the Renter must pay for SUNSTUDIOS' reasonable costs of cleaning the Rental Equipment.

14. To the fullest extent permitted by law, the Renter is responsible for, and must pay for any damage or loss to the Rental Equipment (reasonable wear and tear excepted) and, where relevant, the cost of any associated assessment and repair arising out of the rental.

15. The Renter is responsible for collecting and returning the Rental Equipment to SUNSTUDIOS. Rental Equipment must be returned to the same SUNSTUDIOS office where it was collected from and must be left in the care of a SUNSTUDIOS rental equipment representative. Risk in the Rental Equipment is assumed by the Renter from the time the Renter (or its Authorised Person/s) take possession of the Rental Equipment until such time as it is returned to SUNSTUDIOS in accordance with this clause. For the avoidance of doubt, this clause applies to all equipment rented from SUNSTUDIOS including equipment rented for use in the studios.

16. If the Renter does not return all Rental Equipment to SUNSTUDIOS before the end of the Rental Period, without limiting any other right that SUNSTUDIOS may have under these Terms and Conditions, SUNSTUDIOS may continue to charge the Renter at the Standard Rate until the full value of the Rental Equipment is recovered.

17. The Renter acknowledges that the Rental Equipment is for professional use and that it is highly technical. The Renter warrants that it understands, and where applicable will ensure that any of its personnel or contractors who may be given access to the Rental Equipment understand, how to use and operate the Rental Equipment in accordance with the manufacturer's directions. It is not the responsibility of SUNSTUDIOS to demonstrate how to operate the equipment, or to operate the equipment on behalf of the Renter. If the Renter is not confident operating the equipment, SUNSTUDIOS recommends that the Renter hires an appropriately qualified assistant.

18. Where SUNSTUDIOS arranges to send Rental Equipment to the Renter, the Renter will pay all transportation costs including (where applicable) carnet costs, which may arise. The Renter agrees that SUNSTUDIOS is not responsible for the timing of the delivery, or any costs arising in relation to a late or failed delivery.

19. The Renter acknowledges that the Rental Equipment may be owned by a third party. Without limiting any other clause in these Terms and Conditions, the Renter will indemnify and hold SUNSTUDIOS harmless for all losses, liabilities, damages, costs, or claims (including legal fees) which SUNSTUDIOS may suffer as a result of the Renter's damage to, or loss of, the Rental Equipment. SUNSTUDIOS recommends that the Renter obtains sufficient insurance to cover its potential liabilities under these Terms and Conditions.

20. The Renter agrees that the Renter has no interest in the Rental Equipment other than as renter. The Renter must not authorise or pledge, credit or create any lien, mortgage, charge, security interest or encumbrance on any Rental Equipment. The Renter must not sub-hire or assign any benefit in the Rental Equipment to any other party (unless otherwise agreed in writing).

21. The Renter is not permitted to take the Rental Equipment outside of Australia without the prior written consent of SUNSTUDIOS.

Conditions Applicable to Flash Packs

22. As flash packs are highly sensitive to voltage fluctuations, the Renter agrees to only use these with an 'inverter' generator approved by SUNSTUDIOS. For safety reasons, a generator is only approved if it is rented from SUNSTUDIOS or SUNSTUDIOS otherwise provides specific written approval in writing for its use. The Renter acknowledges that flash packs used on non-approved generators can explode which may result in property damage and/or injury. Without limiting any other clause in these Terms and Conditions, if the Renter uses a non-approved generator, the Renter will be entirely liable for all injury, damage, losses and costs of repair which may arise.

Equipment not working within published specifications

23. Subject to applicable law and clause 14, if during the Rental Period, the Rental Equipment does not operate within its published specifications, SUNSTUDIOS may supply the Renter with substitute rental equipment. If no substitute rental equipment is available, the Renter may terminate the rental agreement and SUNSTUDIOS will refund the Renter the Rental Fee, or relevant portion thereof.

24. The Renter must not attempt to repair or authorise a third party to attempt to repair any Rental Equipment.

Privacy

25. SUNSTUDIOS collects personal information in order to provide the Rental Equipment in accordance with these terms and conditions. SUNSTUDIOS may disclose such personal information to third party service providers such as technology providers, for this purpose. The Renter consents to such uses and disclosures.

26. SUNSTUDIOS otherwise treats personal information it collects in accordance with its privacy policy available on its website.

Termination by SUNSTUDIOS

27. SUNSTUDIOS may terminate any rental agreement immediately where the Renter is in material breach of any of these Terms and Conditions.

Limitation of Liability

28. To the fullest extent permitted by law, clause 23 states the full extent of SUNSTUDIOS' potential liability to the Renter in respect of the rental service and use of the Rental Equipment. All other potential liabilities are expressly excluded.

29. If any provision of these Terms and Conditions is unenforceable for any reason, such provision shall be severed from these Terms and Conditions and the remaining Terms and Conditions will remain in full force and effect.

30. These terms and conditions are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

I have read and agree to the terms and conditions set out in this document.

PRINT

SIGNATURE

DATE