

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("**Agreement**") is updated on 1st December 2022

between

ROOZE PTY LTD of Camberwell, Victoria, 3124 ("**Owner**")

and

_____ ("**Hirer**").

A. The Owner is the proprietor of the equipment listed in the Schedule to this Agreement ("**Equipment**").

B. The Hirer will hire the Equipment specified in the Schedule from the Owner upon the terms and conditions in this Agreement.

DEFINITIONS

When we refer to the following terms in this document:

- “ACL” means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- ‘Confirmation’ means the confirmation of the Rooze Pty Ltd booking which includes hire period, payment rate and camping package.
- “Consumer” means a consumer as that term is defined in the ACL. “Consumer Guarantees” means the guarantees relating to the supply of goods and services contained in the ACL.
- “Credit Account” means any billing arrangement.
- “Environmental Laws” means any statute, regulations or other laws made or issued by a regulatory body or government regulating or otherwise relating to the environment including without limitation the use or protection of the environment.
- “Equipment” means any equipment provided by Us to You under the Hire Agreement, including any associated or attached tools, accessories and parts available for hire.
- “Expected Return Date” means the date which is the last day of your booking as set by you on your booking form.
- ‘Hire Charges’ means the amount set out on the Confirmation Page.
- “Hire Period” means the period described in SECTION 1
- “Related Body Corporate” has the same meaning as in the Corporations Act 2001.
- “Owner/We/Us/Our” means Rooze Pty Ltd (ABN 28 783 091 238)
- “Hirer/You/Your” refers to the person, firm, organisation, partnership, corporation, trust or other entity hiring Equipment from Us. The reference to “You/Your” includes any of your employees, agents and contractors.

1. HIRE OF EQUIPMENT

- 1.1. The hiring of the Equipment will commence from the commencement date specified in the Schedule and continue for the term specified in the Schedule or:
 - 1.1.1. when You take possession of the Equipment OR if You request delivery and collection of the Equipment
 - 1.1.2. we deliver the Equipment to the address requested in the confirmation page.
- 1.2. The Hire Period is for an indefinite term and ends when the Equipment is back in our control or possession.
- 1.3. The Hire Period includes weekends and public holidays.
- 1.4. A minimum Hire Period may apply in respect of certain items of Equipment ("Minimum Hire Period"). We will advise you at the time of hiring if a Minimum Hire Period applies.
- 1.5. If You return the Equipment to Us before the expiration of the Minimum Hire Period, You are required to pay all Hire Charges in respect of the Minimum Hire Period.
- 1.6. The Hirer is entitled to use the Equipment for the hire period as outlined in the Schedule ("**Hire Period**") and for any agreed extension of the period.
- 1.7. The Hirer agrees to return the Equipment at the address agreed to with the Owner on or before the end of the Hire Period as outlined in the Schedule.
- 1.8. The Owner will not refund any hire fee monies if the Hirer elects to return the Equipment prior to the end of the Hire Period, regardless of reason.
- 1.9. In relation to subscription-based products (eg Garmin inReach MINI):
 - 1.9.1. The Hirer will be billed per the rates below within the "SAFETY PLAN" purchased by Rooze Pty Ltd. This includes:
 - 1.9.1.1. Messages - \$0.75 AUD each
 - 1.9.1.2. Tracking Points - \$0.15 AUD each
 - 1.9.1.3. Preset Messages - unlimited
 - 1.9.1.4. Test Messages - 1x included per rental period
 - 1.9.1.5. SOS - included
 - 1.9.2. Any fees associated with a "SOS Test" or a real situation requiring payment for search and rescue will be paid solely by The Hirer. Rooze Pty Ltd is not accountable for these service fees, fines or charges

2. PAYMENT FOR RENTAL

- 2.1. The Hirer agrees to pay the Owner the hire fee specified in the Schedule ("**Hire Fee**") for the Equipment for the Hire Period, which includes any applicable GST.

2.2. The Hire Fee must be paid to the Owner prior to or on the commencement date of the Hire Period.

2.3. You must pay all Hire Charges and other fees, charges and costs outlined in the booking confirmation at time of booking

2.4. Any charges incurred due to lost or damaged equipment will be deducted from your deposit or charged to your PayPal account or credit card:

2.4.1. any stamp duty or GST arising out of this Hire Agreement;

2.4.2. any other applicable levies, fines, penalties and any other government charges arising out of Your use of the Equipment;

2.4.3. charges for payment made by credit card;

3. USE, OPERATION AND MAINTENANCE

3.1. The Hirer agrees that the use of the Equipment carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.

3.2. The Equipment must not be used by anyone other than the Hirer. The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations, respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

3.3. The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

3.4. The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Equipment and related operations.

3.5. The Hirer must ensure the Equipment is returned to the Owner thoroughly cleaned. In the event that the Equipment is not thoroughly clean when returned to the Owner, the Hirer will pay the Owner the reasonable costs for cleaning the Equipment.

3.6. Unless the Hirer obtains the prior written consent of the Owner, the Hirer must not alter, modify or attach anything to the Equipment unless the alteration, modification

or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

4. HIRER'S WARRANTIES

The Hirer Warrants That:

- 4.1. the Equipment will be used in accordance with the conditions outlined in the Schedule;
- 4.2. the particulars in the Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
- 4.3. the Hirer holds a valid current driver's licence, operating licence or permit valid for the type of Equipment hired;
- 4.4. the Equipment will not be used for any illegal purpose;
- 4.5. the Hirer's vehicle is suitable for towing or transporting the Equipment;
- 4.6. the Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Equipment in any way;
- 4.7. the Hirer will not, without prior written consent of the Owner, not deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Equipment;
- 4.8. the Hirer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose;
- 4.9. the Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner;
- 4.10. the Hirer will not remove fittings, mattresses, accessories, electrical and mechanical components or seals from the Equipment and ensure that they are in place when You return the Equipment;
- 4.11. the Hirer will at all times during the Hire Period store the Equipment safely and securely;

4.12. the Hirer must ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and manufacturer's guidelines. You (or any contractor You engage) must observe any safety directions advised by Us and/or the manufacturer of the Equipment to ensure its safe loading and handling;

4.13. the Hirer must not remove the Equipment from Australia without Our written consent; and

4.14. the Hirer will comply with all Environmental Laws from time to time and immediately rectify any breach of an Environmental Law caused by the use of the Equipment.

5. OWNERSHIP OF THE EQUIPMENT

5.1. Except as detailed in SECTION 2.3, You acknowledge that We own the Equipment and in all circumstances We retain title to the Equipment (even if You go into liquidation or become bankrupt during the Hire Period). Your rights to use the Equipment are as a bailee only.

5.2. You are not entitled to offer, sell, assign, sub-let, charge, or create any form of security interest over, or otherwise deal with the Equipment in anyway.

5.3. You acknowledge that We may hire or lease Equipment from a third party if we cannot provide the Equipment to You ("Third Party Owner"), and if this occurs, title in the Equipment remains with the Third Party Owner.

6. RESPONSIBILITY FOR THE EQUIPMENT

6.1. You are responsible for any loss, theft or damage to the Equipment from any and every event whatsoever and howsoever and by whosoever caused during the Hire Period except where any such loss, theft or damage was caused by Our actions.

7. RETURN OF EQUIPMENT

7.1. You must return the Equipment to Us in the same condition and good working order it was in when You received it, ordinary fair wear and tear excluded.

7.2. Except in the circumstances set out in SECTION 7.3 below, it is Your responsibility to return the Equipment to Rooze Pty Ltd.

7.3. If We have agreed to collect the Equipment from You, You must ensure it is kept safe and secure until the time of collection.

8. TAXES

8.1. The Hirer will report and pay all taxes, fees and charges associated with the Equipment, with the use of the Equipment, and with revenues and profits arising out of the use of the Equipment, including, but not limited to, sales taxes, property taxes, and licence and registration fees.

8.2. The Hirer will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which the payment is due. The Hirer will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the Hirer or the Equipment. If the Hirer fails to perform the obligations in this clause, the Owner may, but is not obligated to do so at the Hirer's expense.

8.3. Notwithstanding any other provision of this Agreement, the Hirer will not be required to pay any tax, fee or charge if the Hirer is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in the absence of a prescribed form, in a reasonable manner. However, the Hirer will indemnify and reimburse the Owner for damages and expenses incurred by the Owner arising from or related to the Hirer's failure to pay any tax, fee or charge, regardless of whether the Hirer is contesting the validity of the same or not.

8.4. If the Hirer fails to pay any and all taxes, fees, and charges mentioned in this Agreement and the Owner, on behalf of the Hirer, pays the same, the Hirer will reimburse the Owner for the cost upon notification from the Owner of the amount.

9. INDEMNITIES AND EXCLUSION OF LIABILITIES

9.1. The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Equipment.

9.2. Subject to SECTION 9.4, and except as expressly provided to the contrary in this Hire Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise,

relating to this Hire Agreement or its subject matter are excluded to the maximum extent permitted by law.

9.3. Nothing in this Hire Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Consumer Guarantees.

9.4. Where We are not able to exclude a guarantee, term, condition, warranty, undertaking, inducement or representation imposed by legislation in relation to this Hire Agreement, ('Non-Excludable Provision'), and We are able to limit Your remedy for a breach of the Non-Excludable Provision, then Our liability for breach of the Non-Excludable Provision is limited to (at Our election):

9.4.1. in the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or

9.4.2. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

9.5. Subject to Our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, Our maximum aggregate liability for all claims under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, is limited to an amount equal to the fees paid by You under this Hire Agreement. In calculating Our aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by Us for a breach of any Non-Excludable Provisions.

9.6. We will not be liable to You for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs You have incurred, amounts that you are liable to Your customers for or any loss suffered by third parties under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

9.7. You are liable for and indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a

full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of:

9.7.1. personal injury;

9.7.2. damage to property; or

9.7.3. a claim by a third party, in respect of Your hire or use of the Equipment or Your breach of the Hire Agreement. Your liability under this indemnity is diminished to the extent that Our breach of the Hire Agreement or Our negligence causes the liability, claims, damage, loss, costs or expenses.

9.8. Each indemnity in this Hire Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Hire Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Hire Agreement.

9.9. We will not be liable to You for any acts or omissions of any person supplied by Us where that person is acting under Your direction and control during the Hire Period and you indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

10. LOSS, THEFT, DAMAGE OR BREAKDOWN OF EQUIPMENT

10.1. The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted) during the Hire Period.

10.2. In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period You must:

10.2.1. immediately stop using the Equipment and notify Us;

10.2.2. take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;

10.2.3. take all steps necessary to prevent any further damage to the Equipment itself; and

10.2.4. only repair the Equipment when no other reasonable alternative is available

10.3. Except if SECTION 9.2 applies, upon receiving notice from You under SECTION 10.2, We will:

10.3.1. take all reasonable steps to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by You; and

10.3.2. not impose a Hire Charge for that portion of the Hire Period for which the Equipment was broken down or unsafe, nor the costs associated with any repair or replacement of the Equipment.

10.4. If the Equipment is lost or stolen during the hire period, You will be liable for:

10.4.1. any costs incurred by Us to recover and repair or replace the Equipment; and

10.4.2. the Hire Charges for the period the Equipment is being recovered and repaired or replaced.

11. INSURANCE

11.1. The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.

12. LIABILITY

12.1. The Hirer will assume all risks and liabilities for and in respect of the Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the Equipment.

13. DISCLAIMER

13.1. To the extent permitted by law the Owner disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Equipment.

14. TITLE

14.1. The Hirer acknowledges that the Owner retains title to the Equipment and that the Hirer has rights to use the Equipment as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Equipment and agrees not to do so.

14.2. The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend,

14.3. Pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Equipment and not to conceal or alter the Equipment or make any addition or alteration to, or repair of, the Equipment.

15. REPOSSESSION

15.1. The Owner may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.

15.2. If repossession occurs, the Owner will only charge the Hire Fee up to and including the time of repossession.

15.3. If You are in breach of the Hire Agreement or if the Hire Agreement or a Hire Period has been terminated under SECTION 9, We may, at Your cost, take all steps necessary (including legal action) to recover the Equipment, including entering Your premises to do so and You expressly consent to Us entering Your premises for the purposes of recovering Our Equipment.

16. COMPLETION OF THE HIRE PERIOD

16.1. The Hire Period is completed when the Equipment has been returned to the Owner:

16.1.1. in the same condition as when it was hired; and

16.1.2. on or by the date and time outlined in the Schedule.

17. TERMINATION OF HIRE AGREEMENT

17.1. Either party may terminate this Hire Agreement and any Hire Period immediately by giving notice to the other party, if:

17.1.1. that other party breaches any term of the Hire Agreement and fails to remedy the breach within 7 days of written notification of the breach; or

17.1.2. that other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.

17.2. We may terminate the Hire Agreement and any Hire Period for any other reason on 24 hours' notice.

17.3. We may terminate the Hire Agreement immediately if You or any third party has made a false statement in, or breached any provision.

17.4. These rights of termination are in addition to any other rights either party has under the Hire Agreement and does not exclude any right or remedy under law or equity.

18. EQUIPMENT THAT IS COLLECTED OR DELIVERED IN A DAMAGED AND/OR DEFECTIVE CONDITION

18.1. If You collect or receive the Equipment and find that it is broken, damaged and/or defective, You must notify Us within 8 hours after You collect or receive the Equipment. If You do not notify Us within this time period, We are entitled to assume that the Equipment You collected or received was in good order and condition.

19. FORCE MAJEURE

19.1. Neither party will be responsible for any delays in delivery or return of equipment due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

19.2. Nothing will limit or exclude Your responsibility and liability under the Hire Agreement for Equipment that is lost, stolen or damaged beyond fair wear and tear during the Hire Period, or has broken down or become unsafe to use as a result of Your conduct or negligence.

20. DEFAULT

20.1. The occurrence of any one or more of the following events will constitute an event of default ("**Event of Default**") under this Agreement:

20.1.1. The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.

20.1.2. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.

20.1.3. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

21. REMEDIES

21.1. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies ("**Remedies**"):

21.1.1. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer.

21.1.2. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.

21.1.3. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.

21.1.4. Terminate this Agreement immediately upon written notice to the Hirer.

21.1.5. Pursue any other remedy available in law or equity.

22. NON-MERGER

22.1. The covenants, agreements and obligations contained in this Agreement will not merge or terminate upon the termination of this Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

23. SEVERANCE

23.1. If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

24. GOVERNING LAW

24.1. This Agreement will be construed in accordance with and governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria there in connection with matters concerning this Agreement.

25. INTERPRETATION

25.1. In this Agreement, unless the context otherwise requires:

25.1.1. a reference to the singular includes the plural and vice versa;

25.1.2. a reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;

25.1.3. a reference to an individual will include corporations and vice versa; and

25.1.4. if a word or expression is defined, its other grammatical forms have a corresponding meaning.

25.2. Headings are for convenience only and do not affect interpretation.

26. NO RELIANCE

26.1. You acknowledge that neither We nor any person acting on Our behalf have made any representation or other inducement to You to enter into the Hire Agreement and You have not entered into the Hire Agreement in reliance on any representations or inducements (including in relation to the use of the Equipment) except for those representations contained in this Hire Agreement.

27. NO WAIVER OF RIGHTS

27.1. No delay or omission by a party to exercise any right, power or remedy available to that party as a result of a continuing breach or default under the Hire Agreement will impair any such right, power or remedy, nor will it be construed to be a waiver of that party's rights to take action or make a claim in respect of a continuing breach or default.

28. AGREEING TO THE HIRE AGREEMENT

28.1. The person agreeing to the Hire Agreement or Relevant Documents for and on behalf of You hereby warrants that he or she has the authority to enter into the Hire.

28.2. The person agreeing to this Hire Agreement indemnifies Us against all losses, costs and claims incurred by Us arising out of the person so signing this Hire Agreement not in fact having such power and/or authority.

You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

Executed as an agreement

For and on behalf of ROOZE PTY LTD.

Authorised Person Name:JASON POLSON.....

Signature:

Date:

Hirer Name:

Signature:

Date: