

Call: 1300 638 632

Web: [www.buildingsitecctv.com.au](http://www.buildingsitecctv.com.au)



## HIRE TERMS & CONDITIONS

DATE UPDATED & EFFECTIVE FROM – 24/06/2023

### TERMS & CONDITIONS

Note: The Conditions of this agreement may change without given notice.

#### Definitions:

**Building Site CCTV Pty Ltd Security** – Will be referred to as 'Building Site CCTV' throughout this contract.

**Customer** – Refers to the person, firm, organization, partnership, corporation, trust, or any other entity hiring equipment from Building Site CCTV.

**Equipment** – Means any/or all equipment, including Security Cameras, Mobile CCTV Towers, fixed poles, solar panels, batteries, and any associated parts that form part of the hire equipment.

#### Clause 1.0 – Responsibilities

- The Customer is liable for the full cost of all the hired equipment until the contract has expired regardless of if the hire period has been shortened or terminated by the customer
- Building Site CCTV shall provide all equipment to the Customer in good working order;
- Building Site CCTV shall replace or repair equipment if it fails to operate correctly, which is determined by Building Site CCTV Authorised representative
- Building Site CCTV will collect all equipment within 7 working days after a formal request by the customer is provided by emailing [admin@buildingsitecctv.com.au](mailto:admin@buildingsitecctv.com.au)
- The Customer agrees that no one other than Building Site CCTV staff can relocate, lower, re-position or tamper with the equipment in any way.
- The customer agrees not to deface, remove, vary, or erase any stickers or markings on the equipment, this includes not mounting anything to the equipment.

**1.1** Payment must be made in full by the Customer prior to installation of any equipment

**1.2** The Customer is responsible and liable for all additional costs should the following events occur;

- A) The full cost of repairing or replacing any damaged or stolen equipment. (may be covered via our optional LTD (Loss Theft Damage Waiver)\* See Clause 9.1)
- B) All expenses and legal costs incurred by Building Site CCTV enforcing the settlement of this contract

**1.3** The Customer understands that Building Site CCTV Security Cameras are for verification of trespass or break in only. Cameras may not record suitable images for identification of persons and/or vehicles or vehicle registration. Video Images are recorded on site and can be recalled remotely via a smart phone app. Building Site CCTV does not / cannot retrieve video footage. No Footage is stored by Building Site CCTV with the exception of our Cloud CCTV systems. Building Site CCTV Cameras are not surveillance Cameras and will only record 25 seconds of footage upon detecting movement.

**1.4** Weather: Building Site CCTV security systems are not powered and rely on solar panels to charge the batteries on a daily basis. The customer understands that in the event of unforeseen prolonged cloudy days Building Site CCTV security systems may be subject to temporary power loss.

1.5 It is the customers responsibility to ensure that they have the appropriate insurances, permits or license that may be required under any law or by any statutory or other authority for the use of the equipment including its installation or removal.

## **Clause 2.0 Customer Obligations to Building Site CCTV;**

**2.1** The customer must always comply with applicable surveillance laws in relation to the equipment and it's use by the customer (or any third party on behalf of the customer). The Customer Indemnifies Building Site CCTV from and against any claims, losses, costs, injuries and/or damages that may have been caused to property, equipment or persons in relation to the equipment and has adequate insurances to cover all liabilities.

**2.2** The Customer must not attempt to repair or alter the equipment should it malfunction or not operate correctly.

**2.3** The Customer must always inform Building Site CCTV immediately upon any damage, theft or malfunction of Hired Building Site CCTV Equipment.

## **Clause 3.0 Indemnification**

**3.1** The Customer cannot recover from Building Site CCTV or proprietors nor sue for compensation for any damages (including for consequential and unfortunate loss of property whilst been secured / monitored by hired security Equipment) arising in respect of this contract. In the event of a malfunction the customer is not entitled to a discount or reduced rate cost.

## **Clause 4.0 Default and Termination**

**4.1** If the customer defaults on or breaches any term of this contact, then Building Site CCTV shall have the right and sole discretion to do any of the following:

- a. terminate this contract with immediate effect
- b. charge late payment fees until any outstanding payments are made in full
- c. enter site and take possession of equipment
- d. take any step or action contemplated in accordance with the terms of this contract, including steps to recover any unpaid goods or materials from the customer
- e. appoint a debt collector and/or a solicitor to commence recovery action against the customer, in which case the customer must pay to Building Site CCTV all costs and expenses incurred by Building Site CCTV taking such action, including legal fees on a full indemnity basis
- f. disable some or all of the camera system functionality until payment is made in full

### **Clause 5.0 Title to equipment**

5.1 The hirer acknowledges that Building Site CCTV retains title to the equipment and that the customer has rights to use the equipment as a mere bailee only. The customer agrees that the customer has no rights to pledge the owner's credit in connection with the equipment.

5.2 The customer agrees not to agree, offer or purport to sell, assign, sub-let, lend, 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 goods or make any addition or alteration to, the equipment.

### **Clause 6.0 Repossession and remedies on default**

6.1 Building Site CCTV may retake possession of the equipment if: (i) The hire is terminated or becomes liable to be terminated by Building Site CCTV; (ii) The customer does not pay amounts owing to the owner as when due.

6.2 In the case of repossession due to a breach of this agreement the customer grants Building Site CCTV permission to enter any premises where the equipment listed in the Hire Contract is situated to disconnect, decommission and/or remove that equipment.

6.3 In addition to Building Site CCTV's right to retake possession Building Site CCTV is entitled in its discretion, following any breach of any provision of this agreement by the customer, to terminate this agreement and/or sue for recovery of any damages or charges or loss suffered by Building Site CCTV, and/or to cancel any insurances effective in respect of the equipment hired.

## **Clause 7.0 General**

7.1 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.

7.2 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.

7.3 This agreement is governed by the laws of the State or Territory where the agreement is made, and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

7.4 Building Site CCTV will comply with the applicable privacy legislation in all dealings with hirers. Information on our privacy policy is available on request.

7.5 Both Building Site CCTV and the customer agree that any disputes arising from the hire and use of the equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association (Tel 02 9998 2255) before litigation is pursued.

7.6 Building Site CCTV may, but is not obliged to, store, hold or archive footage and data collected by the Building Site CCTV Equipment. Building Site CCTV may permanently delete any archived data at any time at its sole discretion. Building Site CCTV does not guarantee that any data will be stored, held or archived such that a customer may access it.

7.7 Building Site CCTV will not be liable if any of the equipment or functionality stops working for any reason at any time. The customer cannot recover from Building Site CCTV compensation for any costs, expenses, damages or loss (including consequential loss) arising in respect of the equipment or functionality not working for any reason at any time

## **Clause 8.0 Default & Consequences of Default**

8.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment in accordance with the Penalty Interest Rates Act 1983 (Vic) and shall accrue at such a rate after as well as before any judgement.

8.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Company from and against all the Company's costs and disbursements including legal advisers, mercantile agents and others acting on its

behalf in respect of anything instituted or being considered as a result of any breach of these Terms and or breach of any dealings with the Company.

8.3 Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company exercised its rights under this clause.

8.4 If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

8.5 In the event that;

- (a) any money payable to the Company becomes overdue, or in the Company's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client, then without prejudice to the Company's other remedies at law:
  - (i) the Company shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
  - (ii) all amounts owing to the Company shall, whether or not due for payment, immediately become payable in addition to the interest payable

## **Clause 9.0 Loss Theft Damage Waiver**

9.1 Loss Theft Damage Waiver (LTD) is not insurance but is an agreement by Building Site CCTV Pty Ltd to limit your liability in certain circumstances for loss, theft or damage to the equipment to an amount called the LTD Waiver Excess. The LTD Waiver Excess is explained below in clause 9.4. Note the limitations are set out in clause 9.5.

9.2 The LTD Waiver Fee is optional. It must be taken from the beginning of your hire period; it cannot be added in later.

9.3 Where you have paid the LTD waiver fee, we will waive our right to claim against

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you for loss, theft or damage to the equipment if:

- a) for theft, where you have promptly reported the incident to the police and provided us with a written police report;
- b) You have co-operated with us and provided us with the details of the incident, including any written or photographic evidence we require;
- c) The loss, theft or damage does not fall into one or more of the circumstances set out in clause 9.5; and
- d) You have paid us the LTD Waiver Excess

9.4 The LTD Waiver Excess for each item of equipment is the amount calculated as follows:

(1) (Replacement) where the Equipment is lost, stolen or damaged beyond repair:

a) Subject to paragraph (b), the LTD Waiver Excess for each item of equipment that is lost, stolen or damaged beyond repair will be the amount equal to the greater of:

(i) \$500.00 or

(ii) 15% of the New Replacement Cost

(b) Where the new replacement cost is Less than \$500.00, the LTD waiver excess will be the amount equal to the new replacement cost.

(2) (Repair) where the equipment is partially damaged and can be repaired:

(a) Subject to paragraph (b), the LTD Waiver Excess for each item of equipment that is partially damaged and can be repaired will be the amount equal to the greater of:

(i) \$500.00 or

(ii) 15% of the repair cost

(b) Where the repair cost of the equipment is less than \$500.00, the LTD Waiver Excess will be an amount equal to the lesser of the repair cost and the new replacement cost.

9.5 Even if you have paid the LTD Waiver Fee, we will not waive our rights to claim against you for loss, theft or damage to the equipment and LTD Waiver will not apply if the loss, theft or damage

- (a) has arisen as a result of your breach of clause of this Hire Agreement;
- (b) has been caused by your negligent act or omission;
- (c) has arisen as a result of your use of the equipment in violation of any laws;

(d) has been caused by your failure to use the equipment for its intended purpose or in accordance with our or manufacturer's instructions

(e) is caused by exposure to any corrosive or caustic substance

### **Clause 10.0 Third Party Providers and Equipment**

10.1 – Hik-Connect: The application Hik-connect is independent from Building Site CCTV Pty Ltd. As a result, Building Site CCTV Pty Ltd has no responsibility for the application Hik-Connect, which includes but not limited to its operation & function. Notifications is a feature of Hik-Connect, therefore Building Site CCTV Pty Ltd cannot be held responsible for any errors regarding notifications.

10.2 – 4G Coverage and Connectivity: The Customer understands and agrees that:

a. Building Site CCTV has no control over mobile phone coverage which is provided by third party telecommunications providers and Building Site CCTV does not guarantee the network connectivity of any such telecommunications providers and will not be liable for any act or omissions on the part of the telecommunications provider

b. the customer may have issues viewing the equipment remotely

c. Building Site CCTV cannot be held liable or responsible for slow data speeds or limited 4G or 5G coverage

d. the customer may not receive alerts and notifications due to coverage issues

### **Clause 11.0 Data & Usage**

11.1 Building Site CCTV will include up to 10gb of data per camera each 28 days in the standard hire rates. Each additional GB used by the customer for each camera in the 28 day period will be invoiced at a rate of \$10.00+ GST per GB.

### **Clause 12.0 Changes to Terms and Conditions**

12.1 Building Site CCTV may amend these Terms and Conditions at any time by publishing the amendments on Building Site CCTV Website or otherwise notifying customer.

12.2 The amended Terms and Conditions will apply to any hire of the Equipment from the time the amendments are published on Building Site CCTV website or otherwise notified to the customer. Any such amendment will not affect the validity or enforceability of the agreement between Building Site CCTV and the Customer in any way.

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TAX INVOICES for Up Front Costs and ONE MONTH HIRE COST IN ADVANCE will be sent to the customer upon receipt of completed 'Order Form.' Therein after a TAX INVOICE will be emailed MONTHLY for the duration of the contract.

Tax Invoices are strictly 7 days Terms. Overdue accounts will incur an additional administrative fee of \$60.00 per 7 Day period overdue.