

**ALLIANCE COMPUTING PTY LTD ABN 18 082 087 250 ("Alliance")**  
**TERMS AND CONDITIONS OF RENTAL**

**ABOUT THESE TERMS AND CONDITIONS**

1.1 These Terms and Conditions and the Rental Order ("**Agreement**") apply to the Customer's rental of Equipment from Alliance and to any additional Equipment rented to Customer after the Start Date.

**DELIVERY AND RETURN OF EQUIPMENT**

2.1 Orders for Equipment are binding on Alliance and Customer if Alliance acknowledges acceptance of Customer's order in writing or upon delivery of the Equipment to Customer.

2.2 Delivery of Equipment shall take place at the address shown on the Rental Order. Shipment of Equipment when requested by Customer (and approved by Alliance), shall be at Customer's expense and risk.

2.3 Alliance will use all reasonable endeavours to deliver all Equipment on the Start Date but shall not be liable to Customer in the event of shortage or delay. Risk of damage to or destruction, loss or theft of Equipment, howsoever caused, passes to Customer upon delivery.

2.4 Customer will accept the Equipment upon delivery and if for any reason Customer fails or refuses to accept it, Customer shall nevertheless be liable for Alliance's reasonable costs associated with the loss of rental and freight.

2.5 Unless otherwise agreed Customer shall return all Equipment (at Customer's expense) to Alliance upon the completion or termination date of this Agreement, in good working order and in the same condition as it was delivered to Customer (fair wear and tear excepted). **If the due date for return falls on a weekend or public holiday the Equipment must be returned by 5:00pm on the last working day prior to that date.**

2.6 Customer shall not retain the Equipment for longer than the Rental Period without Alliance first agreeing to an extension.

**PAYMENT TERMS**

3.1 Rent is payable without abatement (a) by instalments in advance with the first instalment due on the date the Equipment is made available for delivery or (b) for approved account Customers, within 14 days of invoice. Credit may be modified or revoked by Alliance at any time.

3.2 Any charges for Loss/Damage Waiver, delivery/pick-up, installation, consumables and software loading, are in addition to Rent and payable upon delivery of Equipment unless otherwise agreed.

3.3 Customer shall continue to pay Rent until the Equipment is returned in accordance with this Agreement or Alliance receives notification from Customer that the Equipment is lost or stolen.

3.4 For any overdue amounts payable under this Agreement, Alliance shall be entitled to: - (a) cancel the Agreement without notice and recover the Equipment at Customer's cost; (b) charge Customer interest at the rate of 18% p.a calculated daily on any outstanding amount until the amount is paid in full; or (c) charge Customer for any costs incurred in the recovery of any debts including reasonable legal costs on a solicitor/client basis.

3.5 Unless otherwise specified, Rent is exclusive of (and Customer is responsible for) all costs, expenses and imposts arising in connection with this Agreement including GST and stamp duty. Alliance may adjust Rent to incorporate additional taxes or government charges introduced or changes to the rates of such taxes or charges.

**SECURITY DEPOSIT**

4.1 Alliance may as a condition of the Agreement require Customer to pay the Security Deposit as may be specified in the Rental Order. The Security Deposit is payable to Alliance prior to any Equipment being dispatched. The Security Deposit will be repaid provided all Equipment is returned to Alliance in accordance with this Agreement and all outstanding Rent and charges are paid. If Equipment is not so returned, or is damaged or outstanding Rent or charges are not paid, then Customer authorises Alliance to retain some or all of the Security Deposit without prejudice to any of Alliance's other rights or remedies.

**USE AND SAFE KEEPING OF EQUIPMENT**

5.1 Equipment remains the property of Alliance. Customer shall have no rights to the Equipment except to use it in accordance with this Agreement and subject to **clause 8** shall bear the risk of any loss, theft, damage or destruction of the Equipment. Customer agrees with Alliance that it will:

- (a) only use the Equipment in a lawful, careful and proper manner;
- (b) not modify, interfere, tamper with or attempt to rectify the Equipment or permit anyone else to do so;
- (c) keep the Equipment at the address specified in the Rental Order unless Alliance otherwise agrees by prior written approval;
- (d) **notify Alliance without delay of Customer's changed address** or contact details;
- (e) permit Alliance or its agents to enter the premises where Equipment is (or reasonably believed by Alliance to be) located, at all reasonable times in order to inspect the Equipment or carry out repairs to it;
- (f) not sell, pledge, charge, sub-let, or part with possession of the Equipment during the rental period; and
- (g) immediately notify Alliance if the Equipment is damaged, lost or stolen.

**WARRANTY**

6.1 Alliance undertakes ("Express Warranty") if Equipment is not in working order when delivered or subsequently malfunctions, Customer shall promptly notify Alliance of this and Alliance will (at its cost and option) either repair or replace the Equipment, and credit Customer with the pro rata cost of Rent paid for the period commencing on the date of

notification until the malfunction is remedied in accordance with this clause PROVIDED if Equipment reported as faulty is in working order or if malfunction arises as a result of misuse, accidental damage, Customer negligence or breach of this Agreement, Customer shall pay full Rent and the cost of repairs, pickup and delivery.

6.2 The Express Warranty is 'to base' and Customer is responsible for all costs in connection with the pickup and delivery of Equipment to and from Alliance. Where Customer requests on-site attendance, Alliance reserves the right to charge Customer for travel and other out-of-pocket expenses reasonably incurred in fulfilling the request.

6.3 To the extent permitted by law, the Express Warranty shall be in lieu of all other warranties, conditions and representations implied, statutory or otherwise (including without limitation as to the suitability, quality, or fitness of the Equipment for any task or purpose proposed by Customer), which are hereby excluded from this Agreement.

**INSURANCE**

7.1 Customer shall insure the Equipment for the entire Rental Period (and any extensions of it), for loss, theft or damage for its full replacement value or (where available) Customer will purchase Alliance's Loss/Damage Waiver.

**LOSS AND DAMAGE WAIVER**

8.1 This clause will only apply if Customer has paid for the Loss/Damage Waiver specified in the Rental Order in which event Customer shall not be liable for theft of or accidental loss or damage to the Equipment (other than to pay Alliance's then current excess applicable to the subject Equipment). Lost/Damage Waiver shall not apply where Customer fails to immediately notify Alliance of the loss or damage and will not cover theft without force or violent entry; ingress of liquid; malicious or negligent damage; unauthorised alterations; or inexplicable theft or disappearance.

**LIABILITY AND INDEMNITY**

9.1 Except as expressly provided in this Agreement and to the extent permitted by law, Alliance excludes all liability howsoever arising in connection with the Equipment (and any associated service performed by Alliance) or the failure to or delay in supplying that Equipment or service or for breach of any other provision herein.

9.2 To the extent Alliance's liability is not excluded under this clause, its liability to Customer for any breach of this Agreement is limited to refunding Rent paid for the Equipment in respect of which the breach occurred.

9.3 Notwithstanding any other provision in this Agreement, Alliance does not exclude or limit the application of any statutory provision where this would contravene that statute or cause any part of this Agreement to be void.

9.4 Customer agrees to indemnify and hold Alliance harmless, from and against all costs (including reasonable legal fees), actions, liabilities and suits arising out of or in connection with (a) Customer's breach of any provision herein; and (b) any loss or damage resulting from use of the Equipment including without limitation, personal injury, direct or indirect consequential loss or loss of data caused by malfunction, fault or computer virus.

**CONSUMABLES**

10.1 Alliance is entitled to separately charge for consumables (eg. printer cartridges) it supplies. Customer agrees to only use consumables which are approved by the manufacturer of the Equipment and not use re-inked or refurbished consumables. Any item or thing supplied with the Equipment and not returned to Alliance at the conclusion of the Agreement shall be charged to the account of Customer at full replacement cost.

**SOFTWARE LICENSING**

11.1 If any operating system or application software is provided with the Equipment then Customer shall ensure that the same are used subject to the end-user licence agreement accompanying them, that any copies of these will only be made for the purposes of security and backup, and that any such copies are destroyed upon this Agreement ending.

**CONCLUSION OF AGREEMENT**

12.1 The Agreement commences on the Start Date and concludes at the end of the Rental Period (or any extension of it) unless otherwise terminated in accordance with this Agreement.

12.2 If Customer commits a material breach of this Agreement or commits or in Alliance's reasonable opinion is likely to commit any of the normally listed acts of insolvency, Alliance shall be entitled with or without notice, to terminate this Agreement and recover possession of the Equipment without obligation to repay any portion of Rent or charges paid.

12.3 Subject to **clause 8**, in respect of damage to or loss of Equipment which may render the Equipment unusable, or Customer's failure to return Equipment and all related accessories by the due date for return, the Rental Period shall be deemed extended and Customer shall continue to pay pro rata Rent until all Equipment has been returned or the full retail replacement cost of a current-model new item of the same brand (or similar quality brand available) has been paid to Alliance.

12.4 Alliance may end this Agreement at any time upon 14 days notice to Customer whereupon Customer shall be entitled to receive a refund of any amounts paid in advance.

12.5 This Agreement is the entire agreement between the parties hereto as to its subject matter and supersedes all prior representations, offers, negotiations and agreements in connection therewith.