

HIRE AGREEMENT

This is the Hire Agreement that applies between the relevant Borrower and Lender where the Lender accepts an Offer from the Borrower in relation to the borrowing of the Gear. Everywhere Roadie is not a party to this contract.

1. AGREEMENT TO LEND

The Lender agrees to lend the Gear to the Borrower for the Hire Period. The Gear is to be lent to the Borrower, not sold, and at all times during the Hire Period the Gear will remain the property of Lender. The Borrower must not sell, lease or otherwise dispose of or deal with any of the Gear (or purport to do any of the foregoing).

2. GEAR PICKUP OR SHIPPING

2.1 Lender's obligations

The Platform requires that the Lender and Borrower agree via the Platform either:

- (a) that the Lender will make the Gear available for collection by or on behalf of the Borrower (**Pickup**); or
- (b) that the Lender (or a person on behalf of the Lender) will deliver the Gear to a the Borrower (or person on behalf of the Borrower) (**Shipping**).

2.2 Pickup

This clause 2.2 applies where the Lender and Borrower have agreed to Pickup. In that case:

- (a) Unless agreed otherwise by both the Lender and Borrower, Pickup will occur at the Lender's address as indicated approximately on the map included on the same page of the Platform as the Gear Description. The Lender must provide a more detailed description of the address for Pickup (**Pickup Location**) at the time when the Lender accepts the Offer from the Borrower.
- (b) The Lender warrants that the description of the Pickup Location provided via the Platform is sufficiently detailed and includes any relevant instructions to make it easy and safe for a person not familiar with the address or building to reach the point at which the relevant Gear can be collected. For example, the instructions might need to include details regarding the location of a property entrance, entering a front gate or ringing a doorbell or warning about any hazards.
- (c) The Lender must ensure that for the period of 60 minutes starting at the Start Time (**Pickup Period**) the Gear is ready for collection and a person is present at the Pickup Location to provide the Gear to the Borrower (or a person acting on behalf of the Borrower).
- (d) If the Lender breaches the above then the Borrower may terminate this agreement (and loan of the Gear) and the Lender must refund the Hire Fee and Shipping Fee (if applicable) to the Borrower.
- (e) The Borrower must collect (or arrange for a person acting on behalf of the Borrower to collect) the Gear at the Pickup Location within the Pickup Period. If the Borrower does not do so then:

- (i) the Lender may terminate this agreement with immediate effect;
- (ii) the Borrower must still pay the Hire Fee; and
- (iii) the Lender may lend the Gear to any other person, as the Lender sees fit.

2.3 Shipping

This clause 2.3 applies where the Lender and Borrower have agreed to Shipping. In that case:

- (a) Unless agreed otherwise by both the Lender and Borrower, delivery of the Gear will occur at the Borrower's address as approximately indicated in the Offer (**Delivery Location**). The Borrower must provide a more detailed description of the address for Shipping promptly after the Lender accepts the Offer from the Borrower.
- (b) The Borrower warrants that the description of the Delivery Location is sufficiently detailed, and includes any relevant instructions, to make it easy and safe for a person not familiar with the relevant address or building to reach the point at which the relevant Gear can be delivered. For example, the instructions might need to include details regarding the location of a property entrance, entering a front gate or ringing a doorbell or warning about any hazards.
- (c) The Borrower must ensure that a person is available to accept delivery of the Gear on behalf of the Borrower at the Delivery Location for the period of 60 minutes starting at the Start Time (**Delivery Period**).
- (d) If the Borrower breaches paragraph (b) or (c) then:
 - (i) the Lender may terminate this agreement with immediate effect;
 - (ii) the Borrower must still pay the Hire Fee and Shipping Fee; and
 - (iii) the Lender may lend the Gear to any other person, as the Lender sees fit.
- (e) The Lender must deliver (or arrange delivery of) the Gear to the Delivery Location within the Delivery Period and if the Lender does not do so then the Borrower may terminate this agreement (and loan of the Gear) and the Lender must refund the Hire Fee and Shipping Fee to the Borrower.

2.4 Checking the Gear

Upon collecting or receiving delivery of the Gear (as applicable), the Borrower must promptly check that it complies with the Gear Description, works properly and is not subject to any obvious safety fault. The Lender is not required to refund the Hire Fee or Shipping Fee (if applicable) if a fault subsequently develops in the Gear.

3. PAYMENT

At the time when the Borrower makes the relevant Offer, the Borrower must also authorise the subsequent payment of the Hire Fee and Shipping Fee (if applicable), via the Payment Facility. Upon the Lender accepting the Offer, the Borrower must ensure that the authorised payment then occurs via the Payment Facility (including by ensuring that sufficient funds are in the relevant account of the Borrower).

Unless expressly stated otherwise the Hire Fee and Shipping Fee include all GST, VAT or other taxes.

4. **HANDING BACK THE GEAR**

Unless agreed otherwise:

- (a) if Pickup applies at the beginning of the Hire Period (as contemplated by clause 2.2), then the Borrower must deliver the Gear to the Lender at the original Pickup Location within the period of 60 minutes starting at the End Time (**Return Period**); or
- (b) if it is agreed that the Lender will (at the beginning of the Hire Period) ship the Gear to the Borrower (as contemplated by clause 2.3), then the Lender must collect the Gear from the Lender at the original Delivery Location within the Return Period.

The Gear must be returned to the Lender in the same condition as when it was provided to the Borrower under clause 2.

Without limiting the Borrower's obligation under this clause to return the Gear to the Lender, if the Borrower fails to return the Gear (or make it available for collection) when required under this clause then:

- (i) for each day (or part thereof) of delay by the Borrower in returning the Gear the Borrower must pay the Lender an additional amount equal to the effective daily rate that was applicable to the Hire Period;
- (ii) upon request by the Lender the Borrower must immediately notify the Lender of the location of the Gear; and
- (iii) the Borrower authorises the Lender to enter (and must obtain from any relevant third party the right for the Lender to enter) any premises where the Lender reasonably believes any of the Gear is located for the purpose of repossessing any of the Gear.

5. **RISK**

Risk (of damage, destruction, loss and theft) in the Gear passes to the Borrower at the time it is actually received by or on behalf of the Borrower under clause 2 and reverts to Lender at the time it is actually received by or on behalf of the Lender under clause 4 (**Risk Period**).

If any or all of the Gear is damaged, destroyed, lost or stolen during the Risk Period, then the Lender may invoice the Borrower for, and the Borrower must promptly pay to Lender, the reasonable cost of repairing or replacing (whichever is less) the relevant Gear. Where practical, any replacement equipment must be the same make and model of the Gear that it replaces or, if that is not practical, then the replacement equipment must be of the same quality and in substantially the same condition.

6. **GENERAL REQUIREMENTS**

The Borrower must ensure that throughout the Risk Period (and whether it is being used by the Borrower or some other person):

- (a) the Gear is kept within the Borrower's personal control;
- (b) the Gear is stored, handled and operated with care and in accordance with ordinary precautions and restrictions on use;

- (c) the Gear is not subject to any damage, misuse, neglect or accident;
- (d) the Gear is not subject to contamination or damage from its environment, including through water or other liquids (including rain, seawater or any beverage) or cleaning products or chemicals; and
- (e) any sign or mark on the Gear indicating that it is the property of Lender is not removed or altered.

The Borrower must not make any modifications to the Gear or permit any other person to make any modification to it.

7. WARRANTIES

7.1 Lender warranties

The Lender warrants that:

- (a) the Gear is substantially as described in the Gear Description and in substantial working order;
- (b) all known existing material faults in the Gear are included in Gear Description; and
- (c) the Lender is entitled to lend the Gear to the Borrower in accordance with this agreement.

7.2 General exclusion

To the extent permitted by law, and except as expressly provided in this agreement, all terms, conditions, warranties or representations (in each case whether express, implied, statutory or otherwise) by the Lender to the Borrower, or vice versa, relating in any way to the Gear or this agreement, are excluded.

8. TERMINATION

Neither the Lender nor the Borrower may terminate this agreement except:

- (a) where permitted under clause 2.1 or 2.2; or
- (b) if the Borrower breaches clause 3 (Payment).

Termination of this agreement will not affect the accrued rights of either party as at the date of termination. Upon termination of this agreement clause 4 (Handing Back the Gear) will apply as if the time of termination were the End Time.

9. LIABILITY

9.1 General exclusion

The following applies only to the extent permitted by law. All liability of the Lender is excluded in respect of any indirect or consequential Loss suffered or incurred by the Borrower in relation to any of the Gear, any delay or failure in providing any of it, or otherwise under or in connection with this agreement, and in any event (including where amounting to a direct loss) for any lost profits or goodwill.

9.2 Indemnity

To the maximum extent permitted by law, the Borrower must indemnify the Lender against all Losses incurred by the Lender in relation to:

- (a) any breach of this agreement by the Borrower;
- (b) any negligence by the Borrower in connection with any Gear; and
- (c) any claim by any person against the Lender in connection with the Gear in relation to the Hire Period (including any claim regarding any personal injury or death of any person, or damage to other equipment, in any way caused by the Gear during that period).

This indemnity may be enforced by the Lender before and without incurring any expense or making any payment to any person.

10. NOTICES

Any notice given under this agreement by either party to the other may be sent or given by any means (including via the Platform, email or other form of electronic messaging), need not be in writing and may be given orally (whether in person, by telephone or otherwise).

11. MISCELLANEOUS

11.1 Courtesy

In all communications and dealings with each other (whether in person, by phone, via the Platform or otherwise) the Lender and Borrower must behave courteously with the other, even if the other does not.

11.2 Independent contractors

The relationship between the Borrower and Lender is that of independent contracting parties and, except to the extent (if any) expressly stated in this agreement, no employment, agency, partnership or fiduciary relationship will arise as a result of this or any related agreement. Each party has no right, power or authority to bind the other to any agreement, arrangement or understanding in any manner whatsoever.

11.3 Provision of information

Despite any other provision of this agreement, each party consents to the other providing to Everywhere Roadie any and all information provided by or obtained from the other, including where requested by Everywhere Roadie.

11.4 Entire agreement

Without limiting any obligations that the Borrower or Lender may have to Everywhere Roadie, this agreement constitutes the entire agreement between the Borrower and Lender in relation to its subject matter.

11.5 Applicable law

This agreement is to be construed according to, and is governed by, the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts in and of Victoria, Australia in relation to any dispute arising under this agreement.

12. INTERPRETATION

12.1 Dictionary

In this agreement the following phrases have the following meanings:

Delivery Location has the meaning given in clause 2.1.

End Time means a specific time reasonably nominated by the Lender at the time of accepting the Offer (or promptly afterwards), which unless agreed otherwise by both the Lender and Borrower must be between 6:00pm and 9:00pm on the last day of the Hire Period.

Everywhere Roadie means SingleRider Pty Ltd (ABN 22 125 380 510) trading as "Everywhere Roadie".

Gear means the musical instruments, amplifiers, speakers or other equipment described in the relevant Gear Description.

Gear Description means the Gear description provided via the Platform in connection with the relevant Offer.

Hire Fee means the price (as stated on the Platform) payable by the Borrower to the Lender for borrowing the relevant Gear.

Hire Period means the period of days (as indicated in the Offer) for which the Lender has agreed to lend the Gear to the Borrower.

Loss means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person, and includes legal costs on an indemnity basis and indirect or consequential losses.

Offer means the relevant offer made by the Borrower and accepted by the Lender (in each case via the Platform) to borrow the Gear.

Payment Facility means the payment facility provided via the Platform through which the Borrower can pay the Lender for or in relation to the borrowing of the Gear.

Pickup Location has the meaning given in clause 2.1.

Platform means the Website and any other technology that Everywhere Roadie provides for Borrowers and Lenders to use.

Shipping has the meaning given in clause 2.1(b) and 2.3.

Shipping Fee means the fee (as stated on the Platform) payable by the Borrower to the Lender for Shipping and collection of the Gear by the Lender in accordance with clause 4.

Start Time means a specific time reasonably nominated by the Lender at the time of accepting the Offer (or promptly afterwards), which unless agreed otherwise by both the Lender and Borrower must be between 6:00pm and 9:00pm on the first day of the Hire Period.

Website means Everywhere Roadie's website at www.everywhereroadie.com

12.2 Rules of interpretation

In this agreement:

- (a) **Inclusive Terms.** Use of inclusive terms such as “includes” or “including” will be read as “includes, without limitation” or “including, without limitation”.
- (b) **Numbers.** Words importing the singular include the plural and vice versa.
- (c) **Persons.** References to persons include corporations.
- (d) **Writing.** References to writing include any mode of representing or reproducing words in visible form, and include email and other electronic transmissions.