

VICTORIAN TEMPORARY FENCING

TEMPORARY SURVEILLANCE CAMERA

TERMS & CONDITIONS OF HIRE

1. Definitions

- 1.1 “VTF” means Victorian Temporary Fencing.
 - 1.2 “Client” means the person, company or entity hiring the equipment.
 - 1.3 “Equipment” means all cameras, solar systems, poles, racks, batteries, monitoring hardware and associated components supplied by VTF.
 - 1.4 “Hire Period” means the period commencing on the installation date and continuing until collection by VTF.
 - 1.5 “28-Day Cycle” means each consecutive 28-day billing period.
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2. Acceptance

- 2.1 Acceptance of a quotation or instruction to proceed constitutes acceptance of these Terms & Conditions.
 - 2.2 All equipment remains the property of VTF at all times.
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3. Hire Period & Rollover

- 3.1 Minimum hire period is twenty-eight (28) days.
 - 3.2 Hire charges commence from the installation date.
 - 3.3 Rental is charged per 28-day cycle in advance.
 - 3.4 If the Equipment remains onsite beyond the initial 28-day cycle, the hire will automatically roll over into subsequent 28-day cycles.
 - 3.5 No pro-rata refunds apply for early removal within a billing cycle.
 - 3.6 Long-term rate adjustments (if agreed) apply only after the relevant continuous hire duration has been reached.
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4. Charges & Payment

- 4.1 Rental charges are invoiced per 28-day cycle in advance.
- 4.2 Installation and dismantle fees apply unless otherwise stated in writing.
- 4.3 Monitoring services (if selected) are charged per 28-day cycle.
- 4.4 Data usage is included as specified in the quotation. Excess data will be charged per GB.

4.5 Additional services including relocation, additional site visits or reconfiguration will incur additional charges.

4.6 All prices are exclusive of GST unless stated otherwise.

4.7 Overdue accounts may result in suspension of monitoring services and/or removal of equipment.

5. Installation & Site Access

5.1 The Client must provide safe, clear and lawful access for installation and removal.

5.2 The Client warrants that ground conditions are suitable and safe for installation.

5.3 Additional charges may apply for:

- Difficult or obstructed terrain
- Crane or specialised lifting requirements
- After-hours works
- Relocation of equipment after installation
- Delays caused by restricted site access

5.4 If installation cannot proceed due to unsafe conditions, a call-out fee may apply.

6. Monitoring & Alarm Escalation

6.1 Alarm escalation procedures will be configured in accordance with the Client's written instructions.

6.2 The Client is responsible for ensuring nominated contacts are available and contact details remain current.

6.3 VTF is not liable for failure of nominated contacts to respond to alerts.

6.4 Police or security dispatch will only occur in accordance with the agreed escalation procedure.

6.5 Monitoring services are subject to third-party control room availability and telecommunications networks.

7. Footage & Data Storage

7.1 Storage duration will be as specified in the quotation.

7.2 VTF provides free footage search and retrieval upon request during the storage retention period.

7.3 Footage older than the agreed retention period may be permanently deleted and unrecoverable.

7.4 VTF does not guarantee uninterrupted recording due to network outages, weather conditions, vandalism or events beyond its control.

8. Data Usage

- 8.1 The quoted rental includes a specified monthly data allowance.
 - 8.2 Excess data usage will be charged at the agreed rate per GB.
 - 8.3 High data usage resulting from repeated live viewing by the Client may incur additional charges.
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9. Equipment Responsibility

- 9.1 The Client is responsible for the Equipment from the time of installation until removal.
 - 9.2 The Client must not tamper with, relocate, adjust or interfere with the Equipment.
 - 9.3 The Client is liable for damage, theft, vandalism or loss of Equipment while onsite.
 - 9.4 Lost or stolen Equipment will be charged at full replacement value.
 - 9.5 Equipment must not be covered, obstructed or repositioned without written approval from VTF.
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10. Power & Solar Performance

- 10.1 Solar-powered systems require adequate sunlight exposure.
 - 10.2 VTF is not responsible for reduced performance caused by shading, obstructions, weather conditions or site modifications.
 - 10.3 Where mains power is supplied by the Client, it must comply with applicable electrical standards.
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11. Privacy & Compliance

- 11.1 The Client is responsible for complying with all applicable surveillance and privacy laws.
 - 11.2 Required surveillance signage must be displayed onsite.
 - 11.3 The Client indemnifies VTF against any claim arising from unlawful or non-compliant use of surveillance systems.
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12. Liability

12.1 The Equipment is provided as a deterrent and monitoring aid only.

12.2 VTF does not guarantee prevention of theft, vandalism or unlawful activity.

12.3 To the extent permitted by law, VTF's liability is limited to the rental charges paid in the current 28-day cycle.

12.4 VTF is not liable for indirect, consequential or economic loss.

13. Liabilities and Damage Waiver

13.1 Customer Responsibility & Indemnity

The Customer assumes all risk and liability for the Equipment.

The Customer must indemnify VTF for all injury, loss, or damage to persons or property caused or contributed to by the Customer.

The Customer must maintain adequate insurance to cover all liabilities incurred during the Hire Period.

13.2 Loss and Damage Waiver (LDW)

- The Customer may opt to pay an LDW fee, calculated at 12.5% of the total invoice.
- **Coverage:** If the LDW is paid, VTF agrees to limit the Customer's liability for accidental damage to an excess of \$500 per incident.
- **Exclusions:** The LDW does not cover lost components, damage from tampering/negligence, theft where possession was parted, or misuse.
- **Status:** The LDW is an agreement to limit liability in specific circumstances; it is not insurance.

13.3 Equipment Condition & Recovery

- If Equipment is collected in a condition that renders it unusable, the Customer is liable for full repair or replacement costs.
- Recovery costs for damaged Equipment are always payable by the Customer.

13.4 Restrictions

- The Customer must not:
 - Tamper with, modify, or attempt to repair the Equipment.
 - Lose or part with possession of the Equipment.
 - Use the Equipment in a manner that exceeds its rated capacity or intended use.

14. Variations & Termination

- 14.1 Any variations must be agreed in writing.
 - 14.2 VTF may terminate the hire and remove Equipment if payment is overdue.
 - 14.3 Removal of Equipment does not waive outstanding charges.
 - 14.4 The Client must provide reasonable notice for collection.
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15. Force Majeure

- 15.1 VTF is not liable for delay or failure to perform due to circumstances beyond its reasonable control, including but not limited to extreme weather, natural disasters, network outages or government restrictions.
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16. Governing Law

- 16.1 These Terms & Conditions are governed by the laws of Victoria, Australia.