



KIT HIRE · ST PETERS, SYDNEY

Sydney Scan Co

Equipment Hire

Terms and conditions of equipment hire

Tuyo Capital Pty Ltd · ACN 697 376 766 · ABN 18 697 376 766

Trading as Sydney Scan Co

projects@sydneyscan.co · sydneyscan.co

Last updated 29 September 2026

Terms and Conditions of Equipment Hire

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Tuyo Capital Pty Ltd (ABN 18 697 376 766) trading as Sydney Scan Co. We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services or hire the Equipment unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: projects@sydneyscan.co.

These Terms were last updated on 29 September 2026.

Our disclosures

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 2.12, under which we may charge a Late Return Charge and, if you do not return the Equipment or contact us within 48 hours after the end of the Hire Period, treat the Equipment as lost and charge its Replacement Value;
- clause 3.2 and clause 3.5, under which you are responsible for loss of or damage to the Equipment (including up to its Replacement Value) and we may apply the Bond and charge your card; and
- clause 7 (Liability) which sets out exclusions and limitations to our liability under these Terms.

These Terms do not intend to limit your rights and remedies at Law, including any of your Consumer Law Rights.

1. Engagement and Term

- 1.1 These Terms apply from the Commencement Date until the date that is the earlier of:
 - (a) the date set out in the Quote;
 - (b) the date on which you have returned the Equipment to us in Original Condition (as reasonably determined by us); or
 - (c) the date on which these Terms are terminated,
(Term)
- 1.2 You accept the Quote and these Terms by replying to us confirming acceptance, by paying any part of the Hire Fees or providing the Bond, or by collecting the Equipment, whichever happens first. We are not required to release the Equipment until you have accepted the Quote, paid the Hire Fees and provided any Bond.
- 1.3 You confirm that you are hiring the Equipment for business purposes and for the use you described to us.

2. Services

- 2.1 In consideration of your payment of the Hire Fees, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.
- 2.2 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.
- 2.3 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we

consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

Collecting the Equipment

- 2.4** If we are responsible for delivering the Equipment to you, we will use reasonable endeavours to deliver the Equipment by the time agreed between the Parties, and risk in the Equipment will pass to you once we have delivered the Equipment to the agreed delivery location and remains with you until we have completed our inspection under clause 3.5, except to the extent any loss or damage is caused by us. You will be responsible for the costs of delivery.
- 2.5** If you are responsible for collecting the Equipment from us, you must collect the Equipment by the time agreed between the Parties, and risk in the Equipment will pass to you once you have collected the Equipment from the agreed collection location. You will be responsible for the costs of collection and risk in the Equipment remains with you until we have completed our inspection under clause 3.5, except to the extent any loss or damage is caused by us.
- 2.6** Before you use the Equipment, you must complete a handover with us. We will record the condition of the Equipment at handover (including by photograph). You must inspect the Equipment and tell us of any damage or defect at that time. If you do not, the Equipment is taken to have been supplied to you in Original Condition. We will keep the handover record and use it as the record of the Equipment's condition when it was supplied to you.

Operating the Equipment

- 2.7** You will be responsible for the cost of operating the Equipment, including charging batteries and storage media.
- 2.8** You will be responsible for the cost of maintaining and servicing the Equipment. You will be responsible for the costs of any repairs to the Equipment (including the cost of replacement parts) because of your improper or negligent use of the Equipment, which will be payable in accordance with clause 3.5.
- 2.9** You must, from the time you collect the Equipment until we have completed our inspection under clause 3.5, hold insurance covering loss of and damage to the Equipment up to its Replacement Value. If we ask, you must give us a certificate of currency for that insurance, before we release the Equipment or at any time during the Term, within 48 hours of our request. We may refuse to release the Equipment, or end the hire by notice, if we reasonably consider that you do not hold that insurance or you do not give us the certificate of currency when we ask.
- 2.10** You agree to (and to the extent applicable, ensure that your Personnel agree to):
- (a) comply with these Terms, all applicable Laws, our reasonable requests, and any operating instructions for the Equipment;
 - (b) contact us immediately if there is any damage to or defects in the Equipment;
 - (c) ensure that any person using the Equipment is properly qualified or trained to safely do so;
 - (d) not allow anyone to interfere or otherwise tamper with the Equipment;
 - (e) not allow any third party to conduct repairs or maintenance on the Equipment without our prior consent;
 - (f) pay us the cost of the Equipment in accordance with clause 3.5 where its loss, theft, damage or destruction occurs;
 - (g) provide us (and our Personnel) with access to your premises (and its facilities) as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
 - (h) protect and maintain the Equipment in the Original Condition; and

- (i) keep the Equipment in your custody and control at all times, and not sublease, rent, sell or otherwise transfer the Equipment to any other person.

Returning the Equipment

- 2.11** You must return the Equipment to us in the Original Condition at the time agreed between the Parties, or if no time is specified, upon termination or expiry of these Terms.
- 2.12** You agree that if you do not return the Equipment to the return location by the agreed time or have not made the Equipment available for our collection at the agreed time (if we have elected to collect the Equipment, in our sole discretion), then we may charge you the Late Return Charge. If you have not returned the Equipment, or made it available for collection, within 48 hours after the end of the Hire Period and have not contacted us, we may treat the Equipment as lost and charge you its Replacement Value.
- 2.13** You agree that the Late Return Charge is a genuine pre-estimate of loss suffered or incurred by us as a result of your delay in returning the Equipment to us.

Title, Risk and Security

- 2.14** Title in any Equipment hired to you will at all times remain with us, and you:
 - (a) take the Equipment as a bare bailee only;
 - (b) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure our retention of title to the Equipment, including the registration of any security interest in our favour with respect to the Equipment; and
 - (c) must not allow any other person to have or acquire any security interest in the Equipment without our prior written consent.
- 2.15** To the extent that our interest in the hire of the Equipment is a 'security interest' for the purposes of the *Personal Property Securities Act 2009* (Cth) (**PPSA**):
 - (a) we may register any actual or likely security interest, and you must take all steps that we consider necessary or desirable to ensure our security interest in the Equipment and any proceeds of its sale is enforceable, and to perfect and ensure our priority over all other security interests;
 - (b) if we register our security interest in accordance with the PPSA, it is without prejudice to any other rights that we have at law;
 - (c) you acknowledge and agree that we have not authorised any disposal or dealing of the Equipment, and our security interest attaches to any proceeds of sale of the Equipment;
 - (d) you waive your right to receive any notice (including notice of a verification statement) that is required by the PPSA, including but not limited to notices under sections 95, 118, 121, 130, 132, 135 or 157;
 - (e) you agree that sections 95, 96, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 142 and 143 of the PPSA do not apply to the enforcement of our security interest; and
 - (f) you must not disclose any information of the kind referred to in section 275 of the PPSA, to the extent permitted under that section.

3. Hire Fees and Payment

- 3.1** In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.
- 3.2** If you are required to pay a Bond in respect of any Equipment, you agree that:
 - (a) we will have no obligation to provide the Equipment to you until you have paid the Bond in full;
 - (b) you authorise us to place a pre-authorisation for the Bond on your payment card (and to re-authorise it if it lapses), and we may apply the Bond, or charge your card, for any amount you owe us under these Terms; and

(c) subject to your compliance with these Terms, we will refund you the balance of the Bond (if any) within a reasonable time after we have inspected the Equipment and any amounts you owe us have been paid.

3.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):

- (a) refuse to release the Equipment or require its immediate return, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs);
- (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms; and/or
- (c) enter any premises where the Equipment is stored or held, for the purpose of retrieving and taking possession of the Equipment, and you warrant that you are entitled to grant us that access, and agree to provide any items and consents (including the consent of any occupier) required to enable us to do so.

3.4 When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

3.5 We will inspect the Equipment after you return it, comparing its condition with the handover record, and notify you of any loss, damage or missing items. You must pay us:

- (a) if any item is lost, stolen or, in our reasonable opinion, beyond economical repair, its Replacement Value; and
- (b) if any item is damaged or has missing accessories, the reasonable cost of repairing it or replacing the missing accessories.

We will give you an itemised notice with supporting quotes or invoices. We may apply the Bond to amounts payable under this clause, and any balance is a debt payable within 7 days of our notice.

4. Confidential Information

4.1 Subject to clause 4.2, each Party must (and must ensure that its Personnel and third party service providers) keep confidential, and not use or permit any unauthorised use of, confidential information provided by the other Party, other than for the purposes of performing its obligations under these Terms.

4.2 Clause 4.1 does not apply where the disclosure is required by Law, the confidential information is in the public domain (other than through breach of these Terms), or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 4.1.

4.3 This clause 4 will survive the termination of these Terms.

5. Data

5.1 The Equipment may store data. Before you return it, you must download and remove your data. We may erase all data from the Equipment on return and are not responsible for any data that is lost or not retrieved.

5.2 You must not access, change or delete any account, software or data on the Equipment that belongs to us.

6. Australian Consumer Law

6.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.

- 6.2 Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.
- 6.3 This clause 6 will survive the termination or expiry of these Terms.

7. Liability

- 7.1 To the maximum extent permitted by law, you are liable for and you agree to indemnify us and hold us harmless in respect of any Liability which we may suffer, incur or are otherwise liable for as a result of, or in connection with:
- (a) any property loss or damage, death or personal injury, arising from or in connection with your improper or negligent use of the Equipment;
 - (b) any loss (including theft) of, or damage to, the Equipment when you are responsible for the risk in the Equipment;
 - (c) any failure to return the Equipment in its Original Condition; and
 - (d) all Liabilities suffered or incurred by us in repossessing or recovering the Equipment in accordance with these Terms.
- 7.2 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by Law:
- (a) neither Party will be liable for Consequential Loss;
 - (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss;
 - (c) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
 - (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Hire Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.
- 7.3 This clause 7 will survive the termination or expiry of these Terms.

8. Termination

- 8.1 We may end the hire immediately by notice, and require you to return the Equipment at once, if we reasonably believe the Equipment is at risk, or is being misused or used unlawfully.
- 8.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and (where remediable) that breach has not been remedied within 5 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.
- 8.3 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Services;
 - (b) without limiting and subject to your Consumer Law Rights, any payments made by you to us for Services already performed are not refundable to you;
 - (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
 - (d) you must return the Equipment to us, or make the Equipment available for our collection (at our sole discretion), and grant us a right of access to your premises where the Equipment is located for this

purpose;

- (e) where these Terms are terminated by us pursuant to clause 8.1 or 8.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
- (f) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 4.

8.4 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

8.5 This clause 8 will survive the termination or expiry of these Terms.

9. General

9.1 Amendment: Subject to clause 2.3, these Terms may only be amended by written instrument executed by the Parties.

9.2 Assignment: Subject to clauses 9.3 and 9.10, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

9.3 Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

9.4 Disputes: A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.

9.5 Force Majeure: Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

9.6 Governing Law: These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

9.7 Intellectual Property: Nothing in these Terms constitutes an assignment or transfer of a Party's intellectual property rights to the other Party.

9.8 Notices: Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

9.9 Relationship of Parties: These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

- 9.10 Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.
- 9.11 Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

10. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Bond means the amount set out in the Quote.

Business Day means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date on which you accept the Quote and these Terms under clause 1.2.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Hire Fees and any other amounts payable under these Terms will not constitute "Consequential Loss".

Consumer Law Rights has the meaning given in clause 6.1.

Equipment means the equipment described in the Quote, including all cases, batteries, chargers, mounts, cables and storage media supplied with it.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Hire Fees means the price set out in the Quote, as adjusted in accordance with these Terms.

Hire Period means the period set out in the Quote.

Late Return Charge means the fee for late returns of Equipment as set out in the Quote, as adjusted in accordance with these Terms.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Original Condition means the Equipment being clean and free from damage or defect, and in the same condition in which we provided the Equipment to you, subject to fair wear and tear.

Payment Terms means the timings for payment of the Hire Fees and any other amounts payable under these Terms, as set out in the Quote.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Quote means the quote or booking confirmation we issue to you, and to which these Terms are attached or incorporated.

Replacement Value means the amount set out in the Quote for each item of Equipment.

Services means the hire of the Equipment and any other services set out in the Quote, as adjusted in accordance with these Terms.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.