

# COMMERCIAL CREDIT APPLICATION



## ONSITE RENTAL GROUP OPERATIONS PTY LTD

(ABN 74 126 102 485)& any of its Trading Subsidiaries

Please complete all fields and return the original application for assessment

V09-2010

Please indicate:		Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	**Trustee Company <input type="checkbox"/>	
<b>Registered Company Name:</b>						
Trading Name:						
ACN/ABN Number:						
Address:						
Postal Address (if different to above)						
Telephone:		Facsimile:		Mobile:		
Email address for Invoice Delivery:						
Account Contact Name:				Purchasing Contact Name:		
Purchase Order Number Required:	YES / NO	Builders License #			Years in Business:	

**\*\*Special note: If the Company acts as, or is part of, a Trust/Nominee Company, then the provision of personal guarantee/s from the Trust Beneficiary/Beneficiaries is required to process this application.**

### NATURE OF BUSINESS

Wholesale <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Service <input type="checkbox"/>	Subcontractor <input type="checkbox"/>	Mining <input type="checkbox"/>	Construction <input type="checkbox"/>	Other (Please specify industry) <input type="checkbox"/>
---------------------------------------	--	-------------------------------------	---	------------------------------------	--	---

Please indicate the Geographical Presence of your business by ticking the appropriate box and indicate the number of sites in each if known

National <input type="checkbox"/>	QLD <input type="checkbox"/>	NSW <input type="checkbox"/>	VIC <input type="checkbox"/>	TAS <input type="checkbox"/>	SA <input type="checkbox"/>	WA <input type="checkbox"/>	NT <input type="checkbox"/>	ACT <input type="checkbox"/>
--------------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	--------------------------------	--------------------------------	--------------------------------	---------------------------------

Full name and residential addresses of all the Directors/Partners/Proprietors:

(Please attached a separate page if insufficient space)

<b>Name 1:</b>						
Residential Address:						
D.O.B		Drivers License #		Home Telephone Number:		
<b>Name 2:</b>						
Residential Address:						
D.O.B		Drivers License #		Home Telephone Number:		

Please provide three trade references:

Company Name	Facsimile Number	Telephone Number
1.		
2.		
3.		



**Credit Application**

- I/We declare that the information provided in this application is true and correct.
- You may stop providing further credit at any time;
- I/ We acknowledge that failure to comply with your Standard Contract Terms will cause the withdrawal of credit facilities and lead to subsequent legal action;
- I/We understand that you may give credit for a different amount than is asked for in this application;
- I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice; and
- I/We agree to be bound by the Terms and Conditions contained herein.

**SIGNATURE OF APPLICANT/s:**

1. Signature: ..... Date: .....  
 Print Name: ..... Position: .....
  
2. Signature: ..... Date: .....  
 Print Name: ..... Position: .....
  
3. Signature: ..... Date: .....  
 Print Name: ..... Position: .....

**OFFICE USE ONLY:**

Estimated amount of credit facility required (monthly): \$.....		
_____	_____	_____
Onsite Account Manager Name	Account Manager Signature	Date

# GUARANTEE AND INDEMNITY



In Consideration of Onsite Rental Group Operations Pty Ltd(hereinafter jointly and severally referred to as “the Company”) granting

..... an ongoing trade credit facility.

I/WE GUARANTEE payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer (as named in the “Credit Application” and which forms a part of this document) or any of us arising from any past, present or future dealing with you.

I/WE INDEMNIFY you against all loss or damage arising from any past, present or future dealing with the Customer or any of us.

I/WE AGREE:

That this is a continuing guarantee and,  
 That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by you or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity and,  
 That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,  
 That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,  
 That the Company is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,  
 That this guarantee may only be revoked as to future trading with the Applicant and any notice of revocation may only be given by pre-paid registered mail delivered Suite 416, 33 Lexington Drive, Bella Vista NSW 2153 and shall not become effective until the expiration of 14 days from the date of posting.  
 That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,  
 That we sign in both our personal capacity and as Trustee of every Trust of which we are Trustee and/or a beneficiary and,  
 To notify you of any change in the Customer’s structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship within 7 days of the date of any such change.

I/WE HEREBY CHARGE in your favour all our estate and interest in any land and in any other assets, whether tangible or intangible, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Applicant or any of us and consent to the lodging by the Company of a caveat or caveats which note your interest in or over any such land or other caveatable property.

I/WE FURTHER AGREE that this agreement and any claim or dispute between the Company, the Customer or any of us shall be governed by the law applicable in the State in which goods or services were provided and submit to the jurisdiction of the appropriate Court nearest the capital city of that State.

DEFINITIONS: “We” and “us” means each of the Guarantors jointly and severally. “You” and “your” and “the Company” means Onsite Rental Group Operations Pty Ltd, and words referencing the singular shall include the plural and vice versa.

I/WE have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.

<b>Guarantor:</b>	<b>Witness:</b>
Name(print)	Name(Print)
Signature:	Signature:
Date:	Date:

<b>Guarantor:</b>	<b>Witness:</b>
Name(print)	Name(Print)
Signature:	Signature:
Date:	Date:

## WAIVER FEE



The following applies to and forms part of any contract for the supply of rental goods, or services, by Onsite Rental Group Operations Pty Ltd (hereinafter referred to as ‘the Company’) to the party completing the Credit Application (hereinafter referred to as “the Customer”) annexed to these conditions.

---

Onsite Rental Group Operations Pty Ltd offers a Waiver fee to its Customers. Upon acceptance of the waiver fee and in the event that rented items are damaged in circumstances including, but not restricted to, fire, storm, collision or accident, then Onsite Rental Group Operations Pty Ltd will charge the Customer an amount, being a percentage (as nominated in quotation or rental documents) of the replacement cost of the item/s or a nominated minimum amount.

Damage Protection Cover does not include loss or theft, or damage as a result of negligence and, in some cases, claims may require the support of a police report. Please refer to the attached terms and conditions for further details.

Unless otherwise indicated, Onsite Rental Group Operations Pty Ltd will automatically include the Waiver fee rate (as nominated in quotation or rental documents) in all invoices.

**I / We accept** the Waiver Fee and understand that the prescribed amount may be either included in amounts invoiced or invoiced as a separate item.

**I / We decline** the offer of the Waiver Fee and hereby accept full and total responsibility for the costs associated with the replacement or repair of items in my / our control whilst subject to an agreement between the Customer and Onsite Rental Group Operations Pty Ltd. Applicants who decline the offer of the Waiver fee will be required to provide a copy of a Certificate of Currency of an appropriate level of insurance and to register Onsite Rental Group Operations Pty Ltd as an interested party on such insurance policy.

**Signed by or on behalf of the applicant(s) by a properly authorised person:**

<b>Print Name:</b>		<b>Signature:</b>		<b>Date:</b>	
<b>Print Name:</b>		<b>Signature:</b>		<b>Date:</b>	

By signing this Agreement the Customer is agreeing to be bound by the standard contract terms when hiring Equipment from the Owner under any Hire Contract. Receipt of this signed Agreement by the Owner does not mean that a trade credit account will automatically be established for the Customer or that the Owner will enter into Hire Contracts with the Customer. This Agreement may be modified at any time and such modifications will be binding and effective on the Customer upon notification.

**1. Definitions and Interpretation**

- 1.1 "Agreement" means these standard contract terms together with the attached commercial credit application, guarantee, schedules and annexures.  
 1.2 "Customer" means the person named in the commercial credit application attached to these standard contract terms.  
 1.3 "Equipment" includes plant, buildings, ablutions, toilets, containers, equipment, vehicles and machinery and all tools, accessories and spare parts supplied with these, which the Owner agrees to hire to the Customer.  
 1.4 "Guarantor" means the person named in the guarantee attached as a schedule to these standard contract terms.  
 1.5 "Hire Contract" means a contract entered into between the Owner and the Customer for the hire of specific Equipment.  
 1.6 "Hire Fee" means the amount which the Owner charges the Customer for the Hire Period based on the Hire Rates.  
 1.7 "Hire Period" means the period for which the Customer hires the Equipment from the Owner as set out in the Hire Contract.  
 1.8 "Hire Rates" means the rates for hiring the Equipment as notified by the Owner to the Customer from time to time or as set out in the Hire Contract.  
 1.9 "Location" means the location where the Customer uses or stores the Equipment, as notified to the Owner in writing.  
 1.10 "Notice" means notice given to the Owner in accordance with clause 14..  
 1.11 "Owner" means the owner of the Equipment being Onsite Rental Group Operations PTY LTD (ABN 74 126 102 485 )  
 1.12 All quotes provided by the Owner to the Customer are provided subject to this Agreement.  
 1.13 A quote provided by the Owner to the Customer does not constitute an offer to enter into a Hire Contract with the Customer.

**2. Hire Contract**

The Owner agrees to hire to the Customer the Equipment specified in each signed Hire Contract for the Hire Period and at the Hire Rates.

**3. Section 3 relates to the hire of Access/Power/Air and Scaffold equipment**

- 3.1 Period of Hire  
 3.1.1 The minimum period of hire shall be one (1) day and shall apply where the Equipment is taken on hire between the hours of 9:00 am and 5:00 pm or any part thereof any one day.  
 3.1.2 The period of hire shall commence:  
 (i) from the time the Equipment is collected by the Customer from the Owner's premises and shall expire at the time of return of the Equipment to the Owner's premises; or  
 (ii) where the Owner has agreed at the request of the Customer to deliver or collect the Equipment, from the time the Equipment leaves the Owner's premises and shall expire at the time when the Customer notifies the Owner that the Equipment is available for collection provided that the Customer notifies the Owner that the Equipment is available for collection provided that the Customer has given the Owner sufficient notice to enable collection and return of the Equipment to the Owner's premises by 9.00 am following the last day of hire.  
 3.1.3 If the Customer fails to:  
 (i) return the Equipment to the Owner's premises; or  
 (ii) give the Owner sufficient notice to enable collection and return of the Equipment to the Owner's premises before 9:00 am on the day following the last day of hire, then the Customer shall incur an extra charge for each day until the Equipment is returned.  
 3.1.4 Notwithstanding any other condition herein, and without prejudice to any other remedies the Owner may have against the Customer, the Owner may terminate this agreement:  
 (i) at any time by giving to the Customer twenty four (24) hours notice of its intention to so terminate, such termination to be effective as of the expiry of the said twenty four (24) hours.;  
 (ii) where the Customer makes default in the observance or performance of any of these Conditions, without notice;  
 (iii) where the Customer is subject to any winding up petition or order, appointment of receiver, official management, assignment, arrangement, or compromise for the benefit of creditors, an act of bankruptcy, any action taken or threatened to be taken to place the Customer in bankruptcy, a judgment which is unsatisfied or partly unsatisfied, a sequestration order, a writ or execution or where the Customer ceases or carry on business, without notice;  
 (iv) where the Customer fails to pay his account within the agreed terms of the date of an invoice or the Customer's payment by cheque is not honoured, without notice.

Upon termination of this agreement, the Owner shall be entitled to take possession of the Equipment without notice for which purpose the Customer hereby authorises the Owner, its servants and agents to enter upon any land or premises of the Customer or under the control of or in the occupation of the Customer upon which the Equipment is situated at the time of termination to search such premises and to remove the Equipment there from.

**3.2 Hire Rates**

- 3.2.1 The Customer on or before the due date (or as provided in the Customer's credit application with the Owner), will pay the Hire Rates and the waiver fee.  
 3.2.2 The hire rates are based on the Customer using the Equipment for not more than eight (8) hours in any day or more than forty eight (48) hours each week or continuous seven (7) day period. Where the Customer uses the Equipment for more than eight (8) hours in any day or more than forty eight (48) hours in any week, the Customer will be liable (in addition to the daily charge) to pay the Owner for the excess on a pro rata hourly or daily basis at the discretion of the Owner.  
 3.2.3 The Owner reserves the right at any time and without notice to revise the hire rate charges without notice.  
 3.2.4 All government charges, rates, and duties (including State Government stamp duty) on hiring arrangements shall be charged as an extra on all hire/billing transactions.  
 3.2.5 The Damage Waiver fee shall be charged as an extra. (Current market rates apply)  
**3.3 Breakdowns**  
 3.3.1 In the event of breakdown or failure of the Equipment, the Customer:  
 (i) shall notify the Owner as soon as practicable; and  
 (ii) shall not have any repairs effected to the Equipment by any person other than an employee of the Owner or a person nominated by the Owner.  
 3.3.2 Where the Customer notifies the Owner immediately of a breakdown occurring that renders the Equipment unusable, hire charges calculated on an hourly basis after the expiry of four (4) hours hiring charges will not be payable during such time as the Equipment is unusable, provided that the unusable condition of the Equipment is, in the opinion of the Owner, caused by fair wear and tear and not attributable wholly or partly to the Customer's negligence, misuse or breach of contract and the Owner will at his own expense restore the Equipment to working order as soon as reasonable possible.  
 3.3.3 The Owner shall not be liable to the Customer on grounds of breach of contract or negligence or otherwise whatsoever for any loss or damage suffered by the Customer arising from defects, breakdown or failure of the Equipment and the Customer hereby releases the Owner from all claims and demands in respect thereof.  
 3.3.4 If the Equipment requires transportation for repair or replacement then cost of transport is born by the Owner unless the repair or replacement is due to damage or breakdown of the Equipment caused by the Customer.  
 3.3.5 For generators and compressors, the Customer must notify the Owner in writing immediately the Equipment has operated for 300 hours from the date it was last serviced or from the start of the Hire Period, whichever is later. The Owner will, at its cost, service the Equipment within 1 week of the Owner advising the Customer that it will do so. If the Customer fails to notify the Owner or if the Owner is unable to access the Equipment to service the Equipment during business hours within the period specified in which case, the Owner may, in addition to any other rights it has, charge the Customer for: (i) compensation for added wear, tear and damage to the Equipment; (ii) any overtime costs incurred by the Owner; and (iii) the costs of the next service and any consequential repairs. The Customer must not try to effect any repairs on the Equipment.

- 3.4 Operator
- 3.4.1 The Owner may supply, at the request of the Customer, an operator to work on the Equipment who shall be under the direction and control of the Customer and shall for those purposes be deemed to be agent of the Customer who alone shall be responsible for all claims whatsoever arising in connections with the operation of the Equipment by the operator or any third party.
- 3.4.2 Where the Owner supplies an operator, the Customer shall not allow any other person to operate the Equipment without the Owner's prior written consent.
- 3.4.3 Where the Owner supplies an operator, the Customer indemnifies the Owner against all claims arising out of or in relation to the Operator's employment and operation of the Equipment during the Hire Period.
- 3.4.4 Unless the Owner supplies an operator to work the Equipment, the Customer shall employ someone to operate the Equipment and pay that person's wages.
- 3.5 Customer's Obligations
- 3.5.1 The Customer shall pay all hire charges and, where applicable, all delivery charges, collection charges and extras on a strictly net cash basis unless otherwise specified.
- 3.5.2 The Customer shall use the Equipment in a skilful and proper manner and only for the purposes and within the capacity for which the Equipment was designed and shall comply at their own expense with all notices, directions and legal requirements of all government authorities, Acts of Parliament and regulations in any way relating to the Equipment, acknowledging that the Owner can give no warranty as to the said capacity.
- 3.5.3 The Customer shall ensure that any persons using the Equipment shall comply with all relevant statutes, regulations and maintenance of the Equipment.
- 3.5.4 The Customer shall at their own expense supply all fuel, oil and lubricate necessary for the operation, service and maintenance of the Equipment.
- 3.5.5 The Customer shall at their own expense service and clean the Equipment in a skilful and proper manner and maintain the Equipment in a clean condition and in good and substantial working order and repair (reasonable wear and tear excepted unless caused by negligence or misuse on the part of or attributable to the Customer) except for pre-arranged major servicing which will be carried out by the Owner during normal working hours.
- 3.5.6 Accept full responsibility for all flat and or damaged tyres.
- 3.5.7 If upon return of the Equipment to the Owner the Equipment is not in clean condition and/or not in good and substantial working order and repair, reasonable wear and tear excepted, the Customer shall pay to the Owner the costs and expenses of restoring the Equipment to clean condition and good and substantial working order and repair.
- 3.5.8 The Customer shall accept full responsibility and liability for the safekeeping of the Equipment and shall indemnify or compensate the Owner to the extent of the new replacement value for all loss or damage to the Equipment or parts thereof howsoever caused from the time of commencement of the hire or delivery whichever is earlier until the Equipment is returned to the Owner's premises or collected by the Owner and without limiting the generality of the foregoing whether or not such loss or damage is attributable to any abandonment of any Equipment, negligence, failure or omission of the Owner. The Owner's rights under this clause shall not be prejudiced by or prejudice any other right under these Conditions.
- 3.5.9 The Customer shall give the Owner access to the Equipment for inspection at any reasonable time without prior notice.
- 3.5.10 Pay to the Owner all costs/commissions and other fees and expenses including the Owner's legal fees on a solicitor and own client basis associated with any default by the Customer under these terms and conditions, including without limitation the collection of any outstanding money's owed by the Customer to the owner.
- 3.5.11 Section 3.5.12 relates to generators and compressors.
- 3.5.12 The Customer is responsible for the following:
- (i) safekeeping of the Equipment during the Hire Period;
  - (ii) maintenance of the Equipment in good working condition;
  - (iii) operating the Equipment for any intervals specified by the Owner and seeking the Owner's consent before an interval is exceeded;
  - (iv) checking lubrication and cooling levels of the Equipment daily and changing the lubricating oil and coolant in strict accordance with the Owner's instructions;
  - (v) using only fuel, oil, coolant, lubricants specified by the Owner;
  - (vi) use of the Equipment in strict conformity with the Owner's specifications and any other relevant laws or regulations;
  - (vii) ensuring that the Equipment is not operated for any purpose beyond its rated capacity or in a manner likely to result in undue wear;
  - (viii) inspecting the Equipment and ensuring that it is not to operate it if it has become defective, damaged or in a dangerous state;
  - (ix) ensuring that the Equipment is not moved from the Location, unless in an emergency and the Owner is advised immediately afterwards;
  - (x) complying with all relevant laws, by-laws and regulations applicable to the installation, use and operation of the Equipment;
  - (xi) advising the Owner immediately the Equipment breaks down or fails to operate properly; and (xii) protecting the Equipment against fire, theft, distress or seizure.
- 3.6 Delivery, Collection and Return
- 3.6.1 Where the Customer requests the Owner to deliver the Equipment or to transport the Equipment to or from the Owner's premises
- (i) The Customer shall pay the Owner all charges and expenses incurred in so delivering, transporting, installing or collecting the Equipment (in addition to the hire charges); and
  - (ii) the Equipment shall be at the Customer's risk from the time the Equipment leaves the Owner's premises until returned to the Owner's premises.
  - (iii) At the end of the rental period, the Customer shall notify the Owner that the Equipment is no longer required. The Owner shall issue an 'off-hire' number confirming such notification, and is to be retained by customer as evidence of off hiring.
- 3.6.2 Notwithstanding anything contained in these Conditions, the onus shall be on the Customer to ensure that the Equipment is returned to the Owner's premises or is collected by the Owner.
- 3.6.3 Upon termination of this Hire Contract as foresaid the Owner shall be entitled to take possession of the Equipment and for this purpose the Customer irrevocably appoints the Owner its agent and authorises the Owner to enter on any land or premises owned by or under the control of the Customer upon which the Equipment is then situated and agrees to indemnify the Owner in respect of any claims, damages or expenses arising out of any action taken out under this condition.
- 3.6.4 Where the Equipment is not returned at the expiry of the Hire Period, it will be treated as stolen property unless otherwise notified and legal action may be taken by the Owner to recover stolen property.
- 3.6.5 For generators and compressors, the Customer must recoil any cable on the drums supplied.
- 3.6.6 For generators and compressors, the Customer is responsible for loading and unloading the Equipment on Location. Any personnel supplied for loading and unloading will do so as agents of the Customer.
- 3.7 Inspection and Warranty
- 3.7.1 The Customer acknowledges that he is aware of the proper use for which the Equipment is designed and that the Customer is competent to use the Equipment.
- 3.7.2 Notwithstanding anything herein contained, the Customer expressly acknowledges that no warranty or condition express or implied is given by the Owner as to the description, quality or condition of the Equipment or as to the suitability or fitness of the Equipment for any purpose except insofar as any such condition is implied by Commonwealth or State legislation.
- 3.7.3 All warranties and conditions are excluded to the full extent permitted by law and the Owner's only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Equipment again or to the repair of the Equipment.
- 3.8 Waiver Fee
- 3.8.1 The Customer is responsible for theft and loss and damage to Equipment and Accessories whilst on hire. In the event of an incident occasioning loss or damage to Equipment the costs of replacement or repairs to such will be charged to the customer. Where a Waiver fee for Equipment has been charged to the Customer, the Owner agrees upon the prompt submission of a written police report (in the case of theft) or a written report by the Customer to the Owner, to waive its right to claim for loss and damage to the Equipment caused by fire, storm, collision, accident, theft or burglary, provided:
- 3.8.2 Adequate precautions have been taken to safeguard the Equipment.
- 3.8.3 Loss and damage was not incurred due to negligence by the Customer.
- 3.8.4 Such waiving of rights is subject to payment by the Customer of an excess of:
- (i) in the event of loss of Equipment: \$1,000 per item or 1% of the cost of the new replacement cost of the Equipment (whichever is the greater).
  - (ii) in the event of damage of the Equipment: \$1,000 per incident or 1% of the cost of repairs to the Equipment (whichever is the greater).

(iii) in the event of damage to the Equipment as a result of overturning resulting in the Equipment being written off: \$1,000 per item or 1% of the new replacement cost of the Equipment (whichever is the greater).

3.8.5 The Customer will remain responsible for the cost of rectifying any loss or damage to the Equipment which is not covered by the Owner's insurance policy, including but not limited to loss and/or damage caused by or in connection with:

- (i) Contravention of these Standard Contract Terms.
- (ii) Lack of, or faulty lubrication or general servicing of the Equipment (when it has been agreed to be the responsibility of the Customer).
- (iii) Overloading or incorrect loading of the Equipment.
- (iv) Electrical or mechanical breakdown or failure caused by the Customer.
- (v) Cuts, bursts, punctures to tyres/tubes. Damage to Equipment paintwork.
- (vi) Use of the Equipment in contravention of any Government Regulations or other regulations relating to the use of the Equipment.
- (vii) Loss and damage of tools and accessories, safety harnesses, hoses and gas bottles.
- (viii) Loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridge or vessels or any kind
- (ix) Loss or damage to motors or other electrical equipment or devices caused by overloading or artificial electrical current, including use of underrated extension leads on electrical powered tools and machines.
- (x) Loss or damage caused by mysterious disappearance or wrongful conversion of the Equipment.
- (xi) Loss or damage during transport, except where transported by the Owner.
- (xii) Loss or damage to items on which the waiver premium is not charged.
- (xiii) Loss or damage caused by theft or burglary at a site location where the Equipment is not placed in a building secured or enclosure with adequate security.

#### 4. Section 4 relates to the hire of Portable buildings

4.1 The Customer shall:

- a) Ensure a clear, level, defined and accessible site
- b) Arrange connection of all required services including power, telephone and data, water, sewer and storm-water,
- c) Obtain all necessary approvals and clearances from Councils and other statutory authorities,
- d) Comply with all relevant and applicable building laws, codes, standards and practices,
- e) Arrange 'tie-downs' as required – note that 'tie-downs' incur extra cost,
- f) Provide 24 hour access for Super Loo servicing
- g) Expressly agree to meet the costs for any additional works, extras or variations to the Agreement.

4.2 The rental period commences when the Equipment leaves Owner premises and continues until the Equipment is returned to Owner premises or until the guarantee period ends or as otherwise specified in the Rental Schedule.

4.3 Rental charges are for time out, not time used, and are charged per week or part thereof.

4.4 Rental charges will commence on the date prescribed in the Rental Schedule as being the commencement of the rental period. Storage, transport, relocation and installation charges will apply if the Customer, for any reason, fails to take delivery on the prescribed delivery date.

4.5 The Customer is responsible for all costs associated with the delivery and return of Equipment.

4.6 At the end of the rental period, the Customer shall notify the Owner that the Equipment is no longer required. The Owner shall issue an 'off-hire' number confirming such notification.

4.7 In the event of Equipment coming 'off-hire' prior to the due date (as per the Rental Schedule) the Owner reserves the right to revert to the full list rate rather than the rate as specified for the full rental period.

4.8 48 hours advance notice is required from the Customer to cancel any rental agreement. In the absence of such notice the Customer agrees to pay a Cancellation Fee which shall be the equivalent of six (6) weeks rental, being the minimum rental period. In any event, the Customer shall be responsible for, and expressly agrees to pay, the full costs of any modifications and rectifications of Equipment specifically prepared for the intended rental.

4.9 The Customer shall, at all times throughout the rental period, maintain the Equipment in substantial repair and condition.

4.10 Equipment returned in other than good order and condition shall be subject to a cleaning and/or repair fee, such fee to be determined by the Owner and shall be dependent upon the cost of the cleaning and/or repair.

4.11 If, during the rental period, Equipment is destroyed, damaged or rendered unserviceable, the Owner may, at its discretion, terminate the agreement immediately and the Customer shall become liable for the full replacement cost (subject to Waiver Cover).

4.12 In the event of any loss or damage to Equipment, the Customer will notify the Owner in writing within 24 hours.

4.13 In the event that the Owner incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out all or any of its obligations under these Terms and Conditions then the Customer shall be liable for, and expressly indemnifies the Owner against, any such loss, cost or damage.

4.14 The Owner shall not be liable for any loss or damage (including consequential loss or damage) of any nature or howsoever incurred arising in relation to the Agreement.

4.15 The Owner does not warrant that Equipment is fit for a particular purpose and, except as otherwise stated herein, warranties relating to title; defects or conformity of Equipment is expressly excluded.

4.16 The Customer shall use the Equipment only in a proper manner and within the capacity for which they were designed acknowledging that the Owner gives no warranty as to the said capacity.

4.17 The liability of the Owner to the Customer is limited to the replacement or repair of the Equipment, or refund of the paid price.

4.18 In the event that the Customer defaults in the payment of any monies due hereunder, the Owner shall have the right to enter without notice upon the Customer's premises or any other premises where the Equipment is known to be stored to repossess the Equipment and for this purpose the Customer shall grant reasonable access rights and the Owner shall be entitled to do all things required to secure repossession. The Customer hereby indemnifies, and agrees to keep indemnified, the Owner against all liabilities, of whatever nature and howsoever incurred, arising from the Owner exercising its rights hereunder.

4.19 Upon Acceptance of the Waiver Fee, and in the event that rented items are damaged in circumstances including, but not restricted to, fire, storm, collision or accident, then the Owner will charge the Customer an amount being the greater of \$250 or 25% of the full new replacement price of the effected items.

4.20 The Waiver does not include loss or theft, or damage as a result of negligence. Claims may require the support of a police report.

4.21 Waiver Cover is not offered in respect of Functions, Special Events or short term rentals.

4.22 Applicants who decline the offer of Waiver Cover will be required to provide a copy of a Certificate of Currency of an appropriate level of insurance and to register On Site Rentals as an interested party on such insurance policy.

4.23 Restoration of site or works is the sole responsibility of the Customer.

#### 5. Trade Credit Accounts and Payment

5.1 Trade credit facilities may be suspended by the Owner at any time without notice.

5.2 Liability for trade credit accounts held in more than one name will be joint and several.

5.3 All invoices issued by the Owner to the Customer are due and payable within thirty (30) days from the end of the month in which they are issued.

5.4 The Owner may charge interest on overdue monies at a rate not exceeding the prevailing bank overdraft rate.

5.5 The Owner may employ a debt collection agency to obtain payment of overdue monies.

5.6 The Customer acknowledges and agrees that the Customer will be charged for all costs and expenses incurred by the Owner under clause 5.5, including commission charged by a debt collection agency which may be up to twenty two percent (22%) of the overdue monies.

5.7 The Customer agrees to charge in the Owner's favour, all of the Customer's estate and interest in any land and in any other assets, whether tangible or intangible, in which the Customer now has any legal or beneficial interest or in which the Customer later acquires any such interest, for payment of all monies owed by the Customer to the Owner, and consents to the lodging by the Owner of a caveat or caveats which note the Owner's interest in or over any such land or other property.

## 6. Information

6.1 The Customer acknowledges and agrees that the Customer has been provided with all relevant information regarding the use for which the Equipment was intended, any dangers associated with the Equipment and safety precautions which need to be taken when using the Equipment.

## 7. Modification

7.1 The Customer must not undertake any modifications or additions to the Equipment without the Owner's prior written authorisation.

7.2 The Owner will assume ownership of any unauthorised modifications or additions made by the Customer to the Equipment at the end of the Hire Period.

7.3 The Customer acknowledges and agrees that the Customer will be charged for the cost of any modifications or additions to the Equipment which the Customer requests the Owner to undertake.

7.4 The Customer acknowledges and agrees that if the Equipment has been modified or added to, the Customer will be charged for the cost of any rectification necessary to return the Equipment to its original condition.

## 8. Ownership and Possession

8.1 Ownership in or of the Equipment does not pass to the Customer in any circumstances and the Owner retains ownership of all Equipment.

8.2 During the Hire Period the Customer must not:

- (a) in any way part with possession or control of the Equipment except for the purpose of returning the Equipment to the Owner's premises;
- (b) allow the Equipment to become affixed to land; or
- (c) sell, assign, mortgage, pledge, sub-let, lend or enter into a charge over the Equipment.

8.3 The Owner reserves the right to display the Owner's signage on the Equipment. The Customer must not remove, cover or hide this signage without the Owner's prior written authorisation.

8.4 Notwithstanding the provisions of clause 8.1, all risk in the Equipment resides in the Customer from the time the Equipment leaves the Owner's premises until the Equipment is returned to the Owner's premises.

## 9. Delivery, Collection and Return

9.1 The Customer acknowledges and agrees that the Equipment is collected by or delivered to the Customer in clean condition and proper working order, unless the Customer provides the Owner with Notice indicating otherwise within twenty four (24) hours of collection or delivery.

9.2 The Owner will use the Owner's best endeavours to deliver the Equipment to the Location at the time specified in the Hire Contract. However, the Owner will not be liable to the Customer for late delivery or non-delivery or any loss or damage suffered by the Customer as a result thereof.

9.3 If the Customer fails to return the Equipment to the Owner's premises;

- (a) the Equipment may be treated as stolen property and legal action may be taken by the Owner to recover the Equipment; and
- (b) the Customer authorises the Owner to enter the Location and repossess the Equipment.

9.4 The Customer indemnifies and agree to keep the Owner indemnified against all liabilities of whatever nature and howsoever incurred, arising from or in relation to the Owner exercising the Owner's right of repossession under clause 9.3(b).

## 10. Indemnities and liabilities

10.1 To the extent permitted by law, the Owner and each of its directors, employees, servants, agents and contractors exclude all liability to the Customer for any direct, indirect, incidental or consequential damage, loss or costs arising from or in relation to the Owner's breach of contract or statute, negligence, misrepresentation, enforcement of this Agreement and the Customer's transportation, storage, use, misuse, inability to use or attempted use of the Equipment.

10.2 The Customer indemnifies the Owner and each of its directors, employees, servants, agents and contractors against any damage, loss or costs arising directly or indirectly from or in relation to the Customer's breach of contract or statute, negligence and the Customer's transportation, storage, use, misuse or attempted use of the Equipment, including the cost of collecting any outstanding monies owed by the Customer, the Owner's legal fees and any damage, loss or costs resulting from union claims, actions, demands, interference or protest.

10.3 The Customer acknowledges and agrees that the Customer is liable to the Owner for theft, loss and damage to the Equipment whilst the Equipment is at the Location or is being transported to and from the Location.

10.4 To the extent permitted by law and except for any terms, conditions or warranties implied under the Trade Practices Act 1974 (Cth), the Owner excludes all terms, conditions and warranties not expressly contained in this Agreement.

10.5 To the extent permitted by law, the Owner's liability to the Customer is limited to the replacement of Equipment or refund of the monies paid under the Hire Contract.

## 11. Privacy

11.1 For the purposes of this clause 11, "Credit Provider", "Credit Reporting Agency", "Credit Report" and "Personal Information" have the meaning set out in the Privacy Act 1988 (Cth).

11.2 The Customer authorises the Owner to:

- (a) provide a Credit Reporting Agency with the Customer's Personal Information including the Customer's commercial credit application details, in order to obtain Credit Reports and other information regarding the Customer and the Guarantors;
- (b) provide a Credit Provider named in the customer's commercial credit application or in a Credit Report, with the Customer's Personal Information, in order to obtain further information regarding the Customer's credit worthiness, credit standing, credit history and credit capacity.
- (c) use Personal Information which the Owner has obtained from Credit Reports or Credit Providers for the purposes of:
  - (i) *assessing the Customer's application for trade credit;*
  - (ii) *assisting the Customer to avoid defaulting on the Customer's trade credit obligations to the Owner; and*
  - (iii) *collecting overdue monies owed to the Owner by the Customer;*
- (d) disclose the Customer's Personal Information to the Customer's Guarantor, debt collection agencies and Credit Reporting Agencies; and
- (e) disclose the Customer's Personal Information to Credit Providers in order to enable these Credit Providers to assess the Customer's credit worthiness, credit standing, credit history and credit capacity.

## 12. Notification

12.1 The Customer must provide the Owner with Notice within seven (7) days of the following events occurring:

- (a) any change to the Customer's business name, ownership or legal structure;
- (b) the issuing of legal proceedings against the Customer; or
- (c) the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.

12.2 The Customer indemnifies the Owner and each of its directors, employees, servants, agents and contractors against all loss, damages, costs and expenses incurred by the Owner arising out of or in relation to the events in clause 12.1, until the Customer has provided the Owner with Notice.

## 13. Cancellation and Termination

13.1 If the Customer cancels a Hire Contract and the Owner has modified the Equipment in accordance with the Customer's instructions, the Customer will also be charged for the cost of the modification and the rectification necessary to return the Equipment to its original condition.

13.2 Without prejudice to any other remedies the Owner may have against the Customer, the Owner may terminate a Hire Contract:

- (a) at any time, by giving to the Customer twenty four (24) hours notice of the Owner's intention to terminate, such termination to be effective as of the expiry of the twenty four (24) hours; and
- (b) immediately where the Customer,

- (i) *is subject to appointment of an administrator, receiver compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure, a judgement which is unsatisfied or partly unsatisfied, a sequestration order or a writ of execution;*
  - (ii) *ceases to carry on business;*
  - (iii) *fails to pay an invoice in accordance with clause 5.3or where the Customer's payment by cheque is not honoured; or*
  - (iv) *otherwise contravenes this Agreement.*
- 13.3 The Owner excludes liability for any loss, damage or expense incurred by the Customer as a result of the Owner terminating a Hire Contract.
- 13.4 In the event that the Owner terminates a Hire Contract, the Owner reserves the right to enter the Location without prior notice and repossess the Equipment. For this purpose the Customer grants the Owner reasonable access rights to the Location and allows the Owner to do all things required to secure repossession.
- 13.5 The Customer indemnifies and agree to keep the Owner and each of its directors, employees, servants, agents and contractors indemnified against all liabilities of whatsoever nature and howsoever incurred, arising from or in relation to the Owner exercising the Owner's right of repossession under clause 13.4.
- 14. Notice**
- 14.1 Notice may be given by the Customer to the Owner during the following times:
  - (a) 8am and 4pm on weekdays;
  - (b) 8am and 11am on Saturdays.
- 14.2 Notice may be given to the Owner by delivery of the notice to the addresses specified in the Hire Contract.
- 14.3 Notice which is received by the Owner after 4pm on weekdays or 11am on Saturdays, Sundays or public holidays will be regarded as received by the Owner at 8am on following day.
- 15. Assignment**
- The Customer must not assign the Customer's rights or liabilities under this Agreement to any third party.
- 16. Waiver of Rights**
- A failure or delay by the Owner in exercising a right under this administration does not result in a waiver of that right. A waiver of any right must be made in writing.
- 17. Severability**
- 17.1 If any part of this agreement is found to be invalid or unenforceable, that part will be read down or severed only to the extent of the invalidity or unenforceability and the remaining terms and conditions will continue to be valid and enforceable.
- 18. Applicable Law**
- 18.1 This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from these courts.
- 19. Survival**
- 19.1 Clauses, 3.4.3, 9.4,10,11,12.2,13.5,15,16,17 and 18 survive the expiration or earlier termination of a Hire Contract.