

THE HIRE GUYS CONDITIONS OF HIRE

The Hire Guys agree to hire the Equipment to the Customer on the terms set out in the Hire Contract. The Customer accepts the Equipment in good order and condition and acknowledges receipt of Equipment Manuals / Safety Instructions to operate the Equipment for the purpose intended by the manufacturer.

1 Definitions

"Commencement Date" means the date when the Customer takes possession of the Equipment.
"Customer" means the person specified in the Hire Schedule.
"Equipment" means any kind of equipment, vehicle or tools leased from the Hire Guys.
"Hire Charge" means the amount shown on the Hire Schedule payable by the Customer to hire the Equipment.
"Hire Period" means the hire period specified in the Hire Schedule.
"Hire Schedule" means a document which the Hire Guys may require the Customer to sign which includes particulars of the Customer, Equipment and Hire Period.
"Hire Contract" means the Hire Schedule and the Hire Guys conditions of hire.

2 The Hire Guys obligations

The Hire Guys will:

- 2.1 Allow the Customer to take and use the Equipment for the Hire Period; and
- 2.2 Provide the Equipment to the Customer clean and in good working order.

3 Obligations of the Customer

The Customer must:

- 3.1 Lubricate, refuel and maintain the Equipment in good working order;
- 3.2 Use the Equipment in a proper manner and for the purpose for which it is designed;
- 3.3 Accept full responsibility for all flat and/or damaged tyres;
- 3.4 Accept full responsibility for and indemnify the Hire Guys, against all claims for injury to persons or property;
- 3.5 Warrant that they are fully aware of the correct procedures for the use of the Equipment and that they are satisfied that the Equipment is adequate for its intended use;
- 3.6 Indemnify the Hire Guys against any theft, loss or damage to the Equipment;
- 3.7 Ensure that all electrical items are being used in conjunction with a residual current protection device;
- 3.8 Ensure that only persons having a current certificate of competency, who are fully licensed or properly supervised shall use the Equipment;
- 3.9 Ensure that safety and/or personal protective equipment is worn/used with all equipment hired; and
- 3.10 Carry out a hazard assessment on the use of all Equipment hired.

The Customer must not:

- 3.11 Tamper with, damage or repair the Equipment;
- 3.12 Alter, add, deface or erase any identifying mark or number on the Equipment;
- 3.13 Lose or part with possession of the Equipment;
- 3.14 Rely upon any representation relating to the Equipment or its operation other than those contained in this Hire Contract;
- 3.15 Exceed the recommended or legal load and capacity limits of the Equipment; and
- 3.16 Use or carry illegal, prohibited or dangerous substances in or on the Equipment.

4 Trailers and your responsibilities

- 4.1 Our trailers can only be used with a 50mm tow ball.
- 4.2 The combined weight of the trailer and load must not exceed the unladen weight of the towing vehicle.
- 4.3 All trailers have a maximum towing speed of 80km/h.
- 4.4 The Customer must check the trailer is connected properly to the tow ball and all safety securing devices are in place prior to starting the towing vehicle.
- 4.5 The Customer must check the tow bar on the towing vehicle to ensure legal compliance.
- 4.6 All loads must be safe and secure before starting the vehicle.

5 Payments by the Customer to the Hire Guys

- 5.1 Unless the Customer has an approved company account, the Hire Charge must be paid in full prior to the Commencement Date.
- 5.2 All company accounts must be paid within 30 days of receiving an invoice.
- 5.3 The Customer must pay immediately any additional hire charges and any costs in recovering any outstanding payments.
- 5.4 All hire rates quoted, unless otherwise specified are based on an eight-hour day.
- 5.5 Rates are based on pick up and return by the Customer. Delivery and collection may be arranged at an extra charge. Equipment is charged for the time out, not the time used.
- 5.6 Rates are subject to change without notice.
- 5.8 Immediately upon request by the Hire Guys, the Customer must pay:
 - (a) a cleaning fee, if the Equipment is returned in an unreasonably dirty condition;
 - (b) the full cost of repairing any damage to the Equipment, unless expressly agreed in this Hire Contract;
 - (c) any duty, GST or any other taxes, and all tolls, fines, penalties, levies or charges payable in respect of this Hire Contract or arising from the Hire Guys supply or the Customers use of the Equipment;
 - (d) all costs incurred by the Hire Guys in delivering or recovering possession of the Equipment;
 - (e) the applicable late fee, if the Equipment is not returned at the conclusion of the Hire Period;
 - (f) the cost of fuels and consumables provided by the Hire Guys that are not returned by the Customer;
 - (g) any expenses and legal costs incurred by the Hire Guys in enforcing this Hire Contract; and
 - (h) all costs of repairing or replacing tyres, including road service.
- 5.9 Without limiting the ability of the Hire Guys to recover all amounts owing to it, the Customer authorises the Hire Guys to charge any amounts owing by the Customer to any credit card or account details of which are provided to the Hire Guys.

6 Breakdowns

- 6.1 If at any time during the Hire Period, the Equipment breaks down, it is the Customer's responsibility to promptly notify the Hire Guys.

- 6.2 If no notification is made, the Hire Guys will not give the Customer an allowance for the time lost.

7 Warranties

All warranties and conditions are excluded to the full extent permitted by law and the Hire Guys only obligation resulting from a breach by it, which cannot be excluded by law, is limited to the supplying of Equipment again or to the repair of the Equipment. **NB** this clause does not affect any rights the Customer may have under the Australian Consumer Law or other law if, and to the extent that, those rights may not be lawfully excluded or modified under this Hire Contract.

8 Recovery of possession

- 8.1 The Customer agrees and acknowledges that the Hire Guys shall be entitled to recover possession of the Equipment without notice, notwithstanding the Hire Period.
- 8.2 The Customer agrees to allow the Hire Guys to enter any premises where the Equipment is located to recover possession of the Equipment or to inspect the condition of the Equipment.

9 Breach by Customer

- 9.1 If the Customer breaches any conditions of the Hire Contract, the Hire Guys shall be entitled to:
 - (a) Terminate the Hire Contract;
 - (b) Demand recovery of all monies owing by the Customer to the Hire Guys; and
 - (c) Recover possession of the Equipment.
- 9.2 The Customer agrees to indemnify the Hire Guys from and against any liability, loss, damage, expense or claim caused by a breach of any provision of this Hire Contract.

10 Personal Property Security Act 2009 (Cth)

- 10.1 This clause applies to the extent that this Hire Contract provides for a 'security interest' for the purposes of the Personal Property Security Act 2009 (Cth) ["PPSA"].
- 10.2 If the Hire Guys do not have a PPS registration ensuring a perfected first priority security interest in the Equipment at the Commencement Date, the Hire Period may not, despite anything else contained in this Hire Contract be longer than:
 - (a) 90 days in the case of Equipment which may or must be described by serial number under the PPSA; or
 - (b) One year in any other case.
- 10.3 The Customer is required to do anything that the Hire Guys require for the purpose of:
 - (a) Ensuring that the Hire Guys security interest is enforceable, perfected and otherwise effective under the PPSA;
 - (b) Enabling the Hire Guys to gain first priority for its security interest; and
 - (c) Enabling the Hire Guys to exercise rights in connection with the security interest.
- 10.4 The rights of the Hire Guys under this document are in addition to and not in substitution of the Hire Guys rights under any other law (including the PPSA) and the Hire Guys may choose whether to exercise rights under this document and/or under such other law as it sees fit. To avoid any doubt the Hire Guys security interest will attach to proceeds.
- 10.5 To the extent that chapter 4 of the PPSA applies to any security interest under this Hire Contract, the following provisions of the PPSA do not apply, and for the purposes of

section 115 of the PPSA are "contracted out" of this Hire Contract in respect of all goods to which that section can be applied:

- (a) Section 95 (notice of removal of accession);
 - (b) Section 96 (retention of accession);
 - (c) Section 121(4) (notice to grantor);
 - (d) Section 125 (obligations to dispose of or retain collateral);
 - (e) Section 129 (disposal by purchase);
 - (f) Section 130 (notice of disposal);
 - (g) Section 132(3)(d) (contents of statement of account after disposal);
 - (h) Section 132(4) (statement of account if no disposal);
 - (i) Section 135 (notice of retention);
 - (j) section 142 (redemption of collateral); and
 - (k) section 143 (reinstatement of security agreement).
- 10.6 The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPSA.
 - 10.7 The Hire Guys and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPSA. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPSA continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing the Hire Guys the benefit of section 275(6)(a) and the Hire Guys shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.
 - 10.8 The Customer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' in the Equipment other than with the consent of the Hire Guys.
 - 10.9 The Customer must not lease, hire, bail, or give possession of the Equipment to anyone else unless the Hire Guys provide written consent.
 - 10.10 The Customer grants the Hire Guys an irrevocable power of attorney to do anything that the Hire Guys considers the Customer should do under this Hire Contract.
 - 10.11 The Hire Guys may recover the cost of doing anything under clause 10 from the Customer.
- ### 11 Disputes
- 11.1 If the Customer has a dispute in relation to the Hire Charges, the Customer must notify the Hire Guys in writing within 30 days of the Commencement Date. If the Customer does not notify the Hire Guys within 30 days, the Hire Charges are deemed to be accepted by the Customer.
 - 11.2 If the dispute arises out of this Hire Contract or the use of the Equipment, the Hire Guys and the Customer agree to negotiate before commencing litigation.
- ### 12 Privacy
- 12.1 In accordance with the Privacy Act 1988 (Cth), the Customer authorises the Hire Guys and its related corporate businesses (as defined in the Corporations Act 2001 (Cth)) to exchange with credit providers and credit reporting agencies, information about the Customer's personal credit commercial activities and/or commercial worthiness.
 - 12.2 The Hire Guys will comply with the National Privacy Principles in all dealings with Customers. A copy of the Hire Guys Privacy Policy is available upon request.

Sign (Print name):

Date