

HIRE 4 YOU – TERMS AND CONDITIONS OF HIRE AGREEMENT

1. Definitions

1.1 **Agreement** means the agreement between Hire 4 You and the Hirer for the hire of Equipment, including these Terms and Conditions, any credit application, personal guarantee, quotation, work order, invoice, or other document issued by Hire 4 You.

1.2 **Company, Owner, Hire 4 You, we, our, or us** means The Trustee for Waterloo Industries Trust trading as Hire 4 You (ABN 99 685 319 308), including its employees, contractors, agents, successors, and assigns.

1.3 **Equipment** means all fencing, portable toilets, crossover protection, rubbish cages, and any other equipment, accessories, fittings, or components supplied by the Company, including but not limited to clamps, star pickets, braces, and associated items.

1.4 **Hirer, Customer, you, or your** means any individual, company, partnership, trust, government authority, or other entity hiring Equipment from the Company, including its employees, contractors, agents, successors, administrators, and permitted assigns.

1.5 **Hire Period** means the period commencing when the Equipment leaves the Company's premises and ending when the Equipment is returned to the Company or collected by the Company.

1.6 **PPSA** means the Personal Property Securities Act 2009 (Cth).

2. Hire Period

2.1 The Hire Period commences when the Equipment leaves the Company's depot or premises.

2.2 The Hire Period continues until the Equipment is returned to the Company or collected by the Company.

2.3 Any agreed hire term automatically renews unless the Company is instructed otherwise in writing.

2.4 Automatic extension periods apply as follows:

- a) Fencing, rubbish cages, crossover protection, and related products automatically renew monthly after the initial hire term.
- b) Portable toilets automatically renew weekly after the initial hire term.

2.5 Renewal periods will continue until:

- a) the Hirer requests collection of the Equipment;
- b) the Equipment is returned to the Company; or
- c) the Company terminates the Agreement.

2.6 Rehire charges apply during all renewal periods at the Company's current rates.

2.7 The Company reserves the right to amend rehire rates at any time without notice.

2.8 Early return of Equipment does not entitle the Hirer to a refund or reduction of agreed hire charges unless approved in writing by the Company.

3. Security Deposit

3.1 The Company may require a security deposit or upfront payment before delivery or installation of Equipment.

3.2 Any security deposit paid will be credited against the final invoice.

3.3 Any remaining balance owing is payable immediately unless otherwise agreed in writing.

4. Payment Terms

4.1 Unless otherwise agreed in writing, all invoices are payable upon receipt.

4.2 Approved account holders must pay invoices within the agreed trading terms.

4.3 The Hirer must pay all hire charges, transport costs, servicing fees, damage charges, cleaning fees, replacement costs, and any other amounts payable under this Agreement.

4.4 Payments must be made without deduction, counterclaim, or set-off.

4.5 The Company may conduct credit checks and obtain credit references in relation to the Hirer and its directors, shareholders, or guarantors.

4.6 If payment remains outstanding for more than 60 days, the Company may:

- a) charge interest at 1.5% per month on overdue amounts;
- b) charge a \$50 late payment administration fee;
- c) suspend or cease supply of Equipment or services;
- d) recover all legal and debt collection costs on a full indemnity basis;
- e) recover possession of the Equipment; and/or
- f) commence legal proceedings for recovery of outstanding amounts.

4.7 Failure to comply with payment obligations constitutes a material breach of this Agreement.

4.8 Where more than one Hirer enters into this Agreement, each Hirer is jointly and severally liable for all obligations and amounts owing.

5. Ownership of Equipment

5.1 All Equipment remains the sole property of the Company at all times.

5.2 The Hirer acquires no ownership or proprietary rights in the Equipment.

5.3 The Company retains ownership of the Equipment even if the Hirer enters liquidation, administration, receivership, or bankruptcy.

6. Delivery and Condition of Equipment

6.1 The Company will use reasonable efforts to deliver Equipment within estimated timeframes but will not be liable for delays.

6.2 The Hirer must inspect the Equipment within 72 hours of delivery or installation.

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6.3 Any defect, shortage, or issue with the Equipment must be reported to the Company within 72 hours.

6.4 Failure to notify the Company within this period constitutes acceptance that the Equipment is in good working order and condition.

7. Use and Location of Equipment

7.1 Equipment must only be used at the delivery address provided by the Hirer unless otherwise approved in writing by the Company.

7.2 The Hirer must not relocate, alter, modify, sub-hire, sell, assign, or otherwise deal with the Equipment without the Company's prior written consent.

7.3 The Hirer is fully responsible for the Equipment while it is in their possession or control.

8. Access and Recovery

8.1 The Hirer irrevocably authorises the Company and its representatives to enter any site or premises where the Equipment is located for the purpose of inspection, servicing, recovery, or repossession.

8.2 The Company may use reasonable force where necessary to recover Equipment.

8.3 The Hirer indemnifies the Company against any claim, loss, or damage arising from the lawful recovery of Equipment.

9. Damage, Loss, and Theft

9.1 The Hirer is responsible for all loss of or damage to the Equipment during the Hire Period, excluding fair wear and tear.

9.2 The Hirer must immediately notify the Company of any loss, theft, damage, accident, or malfunction involving the Equipment.

9.3 The Hirer is liable for the full replacement cost of any lost or stolen Equipment.

9.4 Additional charges may apply for damaged, excessively dirty, vandalised, or improperly used Equipment.

10. Insurance and Compliance

10.1 The Hirer must obtain and maintain all necessary permits, licences, approvals, and insurances required for the use of the Equipment.

10.2 The Company does not provide insurance cover for the Hirer unless expressly stated otherwise in writing.

10.3 The Hirer must comply with all applicable laws, regulations, and workplace safety requirements relating to the Equipment.

11. Liability and Indemnity

11.1 The Hirer uses the Equipment entirely at its own risk.

11.2 To the maximum extent permitted by law, the Company excludes all liability for any direct, indirect, incidental, or consequential loss, damage, injury, delay, or expense arising from the hire, use, breakdown, or failure of the Equipment.

11.3 The Hirer indemnifies and holds harmless the Company against all claims, losses, damages, liabilities, costs, and expenses arising from:

- a) the use or misuse of the Equipment;
- b) injury to persons or damage to property;
- c) breach of this Agreement; or
- d) negligence or unlawful conduct by the Hirer or its personnel.

12. PPSA

12.1 This Agreement creates a security interest for the purposes of the PPSA.

12.2 The Company may register its security interest, including as a Purchase Money Security Interest (PMSI).

12.3 The Hirer must do all things reasonably required by the Company to:

- a) perfect or protect the Company's security interest;
- b) ensure the Company obtains priority under the PPSA; and
- c) enable enforcement of the Company's rights.

12.4 The Hirer waives any rights to receive notices or verification statements under the PPSA to the extent permitted by law.

12.5 The Company may recover, seize, retain, or dispose of Equipment upon default by the Hirer.

13. Variation of Terms

13.1 The Company may amend these Terms and Conditions at any time.

13.2 Updated Terms and Conditions apply to all future hire arrangements and continued use of Equipment.

14. Acceptance

14.1 The Hirer is deemed to have accepted these Terms and Conditions by:

- a) signing any quotation, credit application, or hire agreement;
- b) requesting or accepting delivery of Equipment;
- c) using the Equipment; or
- d) retaining possession of the Equipment.

14.2 The Hirer acknowledges that they have read and understood these Terms and Conditions and agree to be bound by them.