

HIRE 4 YOU TERMS AND CONDITIONS OF HIRE AGREEMENT

DEFINITIONS

1. In this document, the following definitions apply:

1.1 “**Agreement**” refers to the contract made between the Company and the Hirer relating to the hire of Equipment, including these Terms and Conditions, the Account Application, Personal Guarantee, and any quotation(s) provided by the Company.

1.2 “**Company**” and “**Owner**”, used interchangeably, refers to **The Trustee for Waterloo Industries Trust trading as Hire 4 You (ABN 99 685 319 308)** and where applicable any subsidiaries or related companies as defined in the Corporations Act 2001 (Cth) and their servants and/or agents.

1.3 “**Equipment**” means any of the Company’s fencing, portable toilets, crossover protections, rubbish cages, and other equipment (including any associated or attached tools, accessories and/or parts such as star pickets, clamps etc.) that are hired to the Hirer under these Terms and Conditions.

1.4 “**Hirer**” and “**Customer**”, used interchangeably, refer to any person, firm, corporation, government, semi-government, or local government departments or authority, its successors, assignees, trustees, administrators, or liquidators, and where the context permits, its contractors or employees, to whom or to which Equipment is hired.

1.5 “**Indemnity**” whenever it is herein provided that the Hirer shall indemnify the Company, then this means that the indemnity to be provided shall be a full and complete indemnity from and against liability in respect of all claims, demands, action, suits, proceeds and costs.

HIRING PERIOD

2. All hire periods commence from the time Equipment leaves the Company’s premises and ends upon its return.

3. All hire periods are for the period initially agreed between the Hirer and the Company together with and subject to automatic rollover/extension periods as provided for under these terms and conditions.

4. Automatic rollover/extension periods are as follows and subject to change as the Company deems appropriate:

4.1 For hire of **fencing and related products, rubbish cages, and crossover protection**, once the initially agreed hire period has expired, the hire period is automatically extended for a period of one month from the date of expiry and will continue to extend on a rolling monthly basis thereafter until the Hirer instructs the Company to pick up Equipment, the Equipment is returned by the Hirer to the Company, or the Company decides to terminate the hire. This extension period will be charged at a rehire rate previously agreed upon.

4.2 For the hire of **toilets**, once the initially agreed hire period has expired, the hire period is automatically extended for a period of one week from the date of expiry and will continue to extend on a rolling weekly basis thereafter until the Hirer instructs the Company to pick up Equipment, the Equipment is returned by the Hirer to the Company, or the Company decides to terminate the hire. This extension period will be charged at a rehire rate previously agreed upon.

5. Rehire rates are subject to change by the Company without notice and the Equipment remains the responsibility of the Hirer until either removed from the site by the Company or returned to the Company’s depot by the Hirer.

6. In the event that the Hirer wishes to return the Equipment before the end of the hire period initially agreed with the Company, the Hirer remains liable for all charges and rates due for the agreed hire period, unless otherwise authorised and agreed by the Company.

SECURITY DEPOSIT

7. The Company requires a security deposit composed of minimum hire charges at the time of booking a job. This security deposit will then be deducted from the total charges stated on the invoice on completion of the job. The remaining outstanding amount will then be deemed payable immediately unless otherwise agreed upon by the Hirer and Company (such as account payment terms).

PAYMENT AND ACCOUNT TERMS

8. Payment terms for hire of the Equipment are payment on receipt unless the Hirer has been approved by the Company for an account.

9. If the Hirer has been approved by the Company for an account, payment terms shall be on invoice terms of those agreed upon by the Company and Hirer.

10. Payment may be made by credit card (visa or mastercard only), by bank cheque, cheque, electronic transfer, cash, or as otherwise authorised or agreed to by the Company.

11. During the hire period, the Hirer must pay to the Company all fees, charges and rates charged by the Company for the hire of the Equipment.

12. Payment shall be made by the Hirer to the Company

without any set off or deduction against any other amount whatsoever.

13. The Hirer hereby gives the Company authority to make enquiries as to the credit and financial responsibilities of the Hirer and/or its directors and/or Shareholders in order to suitably qualify the Hirer’s capacity to incur debt and repay any amounts to the Company. These enquiries shall include but not be limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to the Hirer.

14. In the event of failure to make payment in 60 days (or more), the Company will begin debt collection processes. This process includes but is not limited to:

14.1 Charge interest on debts at 1.5% per overdue month.

14.2 Charge a late payment fee of \$50 to cover additional admin fees.

14.3 Recover all collection and legal costs and expenses incurred in collecting overdue accounts on an indemnity basis.

14.4 Withhold supply.

14.5 Sue for the money owing on the Equipment provided.

14.6 Recover all Equipment belonging to the Company.

15. Failure to comply with all payment clauses will constitute a breach of contract and the Company may treat the whole Agreement as repudiated and act accordingly.

16. In the event this Agreement has been entered by more than one party, each party shall be jointly and severally liable for any amount due.

GENERAL TERMS OF HIRE

17. All Equipment hired to the Hirer remains the property of the Company, and title to the Equipment hired remains with the Company in all circumstances (even in the event that the Hirer goes into liquidation or becomes bankrupt during the hire period).

18. The Hirer shall not be entitled to damages or compensation from the Company for any loss suffered by reason of late delivery of the Equipment.

19. The Hirer may inspect the Equipment within 72 hours of installation and must immediately, within this 72-hour period, notify the Company of any defect in the Equipment. Failure to do so is deemed to be an acknowledgement that the Equipment is in good condition.

ACCESS

20. The Equipment is hired to the delivery address provided by the Hirer. Should the Hirer wish to move the Equipment, it may only do so upon receipt of approval in writing from the Company. If the Company grants approval, the Hirer will move the Equipment at its own risk and it indemnifies that Company against all claims for any loss or damage, howsoever arising, because of moving the Equipment.

21. The Hirer irrevocably authorises, permits, and consents to the Company entering the premises to retrieve and recover possession of any Equipment to which the Company may have hired to the Hirer or any other such Equipment to which the Company has the title or the right to exclusive or sole possession. This irrevocable authority allows the Company to use such force as is reasonably required to open doors or any other entrances even if the use of such force would damage the door or entrance. The Hirer agrees that the presence of the Company or its agents or servants at the premises and the use of such force and the occasioning of damages will not vest the Hirer with any cause of action whatsoever against the Company and the Company may refer to this clause should any right or entitlement of the Company be called into question.

DAMAGE

22. Any damage suffered by the Hirer arising from this Agreement or any breach thereof shall include but not be limited to any damage (whether direct or consequential):

22.1 resulting from the misuse of the Equipment by the Hirer

22.2 resulting from any delay or inconvenience caused by the break-down, failure or defects in the Equipment caused by the Hirer’s use

22.3 misuse of Equipment on the Hirer’s site and any damage, injury or loss as a result is the complete responsibility of the Hirer.

23. Damage to the Equipment, not including reasonable wear and tear of the Equipment, will result in Additional Charges.

THEFT/CONVERSION

24. The Hirer shall be liable for the replacement value of the Equipment if stolen during the hire period.

25. During the hire period, the Hirer shall not sell, let, assign, offer, sub-let, charge, mortgage, transfer, create, or attempt to create any security interest in or otherwise encumber or deal with the Equipment.

26. Failure, refusal, or neglect to return the Equipment after the

hire period has expired, or the presenting of false, factious, or misleading identification to the Company may be construed as evidence of an intention to fraudulently convert the Equipment.

27. The Hirer will be responsible for the cost of replacement of any Equipment lost or stolen during the Hiring Period

WARRANTY AND INSURANCE

28. The Hirer must, at its own expense, obtain and maintain any insurance, permit, or license that may be required by law or by any statutory, local, or other authority for the use of the Equipment, including its installation or removal.

29. The Hirer acknowledges that the rate for hire of the Equipment does not include any provision for insurance cover on behalf of the Hirer.

INDEMNITY

30. The Hirer assumes all risks inherent in the operation and use of the Equipment by it or its agent. The Hirer agrees to assume the entire responsibility for the defence of, and to pay, indemnity, and indemnify and release the Company from any and all claims for damage to property or bodily injury (including death) or for loss of time or inconvenience resulting from the use, operation, or possession of the Equipment, whether or not it be claimed or found that such damage or injury related in whole or in part from the Company’s negligence, from the defective condition of the Equipment, or from any cause.

PPSA

31. This clause applies to the extent that this Agreement provides for a ‘security interest’ for the purposes of the Personal Property Securities Act 2009 (Cth) (‘PPS Law’).

32. The Company is at the liberty to register its security interest as a purchase money security interest under the PPS Law (‘PMSI’). The Hirer must do anything (such as obtaining consents and signing documents) which the Company requires for the purposes of:

32.1 ensuring that the Company’s security interest is enforceable, perfected, and otherwise effective under the PPS Law;

32.2 enabling the Company to gain first priority (or any other priority agreed to be the Company in writing) for its security interest; and

32.3 enabling the Company to exercise rights in connection with the security interest.

33. The Hirer agrees that, the Company shall, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with, or dispose of any equipment, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that the Company may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or license.

34. The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

35. The Company and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply to it. The Agreement in this sub-clause is made solely for the purposes of allowing the Company the benefit of section 275(6)(a) and the Company shall not be liable to pay damages or any other compensation or be subject to injunction if the Company breaches this sub-clause.

VARIATION OF TERMS AND CONDITIONS

36. The terms and conditions herein can and shall only be varied by the Company’s consent and shall in no way release the Hirer from any obligation or requirement set out herein.

ACCEPTANCE OF TERMS AND CONDITIONS

37. The Hirer acknowledges that they have accepted these terms and conditions through signature OR ordering Equipment, goods and services OR retain Equipment previously provided by the Company. After receiving these documents, you will be bound by its terms.