



CONDITIONS OF HIRE

These are the Conditions of Hire for the Hire Agreement between the Owner and the Hirer. In these Conditions of Hire these terms shall have the following meanings:

"Conditions of Hire" shall mean the terms and conditions stated herein

"Equipment" shall mean equipment referred to in the Hire Particulars.

"Hirer" shall mean the person, firm, corporation, company, or organisation named in the Hire Particulars.

"Hire Agreement" shall mean the contract of hire signed by the Owner and Hirer

"Hire Commencement Date" shall mean the date specified as such in the Hire Particulars

"Hire Expiry Date" shall mean the date specified as such in the Hire Particulars

"Hire Charges" shall mean the hire charges referred to in the Hire Particulars

"Hire Invoice(s)" shall mean the Invoice(s) issued by the Owner to the Hirer in respect of the hire of Equipment by the Owner to the Hirer.

"Hire Particulars" shall mean the particulars of the hire agreement between the Owner and the Hirer annexed to these Conditions of Hire.

"Owner" shall mean CQ MOBILE SKIPS PTY LTD.

"Term" shall mean the term commencing on the Hire Commencement Date and ending on the Hire Expiry Date as set out in the Hire Particulars.

- 1) The Owner agrees to hire the equipment to the Hirer and the Hirer agrees to hire the equipment from the Owner for the Term on the conditions specified in these Conditions of Hire.
- 2) Hire charges shall be due and payable from the Hire Commencement Date (even if the equipment is not collected by the hirer on that date) and shall cease to be due and payable when the Equipment is returned to the Owner.
- 3) Daily rate charges are based on a minimum term of 24 hours.
- 4) The Wet Hire price includes up to 500kg of waste, a surcharge will apply after 500kg to the Hirer at a rate to be nominated by the Owner per 100kg.
- 5) The Hirer and Owner may, by mutual agreement in writing and signed by both the Hirer and the Owner, extend the Hire Term;
- 6) The onus rests with the Hirer to ensure the Equipment is returned to the Owner in substantially the same condition and state of repair as the Equipment was in leaving the Owners premises (fair wear and tear excepted).
- 7) The Hirer shall:
 - a) Use the equipment skilfully and properly, and only for the purpose for which it was designed, and shall service and clean the Equipment and maintain same in good order and condition, fair wear and tear excepted;
 - b) Supply all oil and grease as necessary for proper operation of the Equipment;
 - c) Conform at all times to any instructions given by the Owner regarding the proper use of the Equipment; return the Equipment to the Owner on the Hire Expiry Date in:
- 8) Good repair, condition and working order, wear and tear excepted;
- 9) In a clean condition; and
- 10) Complete in all respects.
 - a) Keep the Equipment safe, secure and indemnify the Owner for all loss, theft and/or damage to the Equipment whilst in the possession of the Hirer regardless of cause or occurring;
 - b) Accept responsibility for any injury and/or damage caused to any person(s) or property, and indemnify the Owner of all liability for any and all claims in connection with the use of the Equipment by the Hirer during Term of hire;
 - c) Pay the Owner all Hire Charges before the delivery or collection of the Equipment;
 - d) Hire agreements on account shall pay any and all outstanding Hire Charges and Hire Invoices no later than seven (7) days after the due date. Any and all Hire Invoices and/or Hire Charges not paid in accordance with this clause are subject to an account surcharged at the Owners discretion;
 - e) Pay all charges for transport, delivery and/or collection;
 - f) Not allow the Equipment to be removed from the State of Queensland without the written consent of the Owner;
 - g) Not alter, deface, modify and/or remove any identifying marks, numbering, signage or plates;
 - h) Pay where deemed necessary the Deposit specified in the Hire Particulars to be held by the Owner whilst the Equipment is hired by the Hirer;
 - i) Notify the Owner immediately of any damage or destruction to the Equipment and, indemnify the Owner for any loss suffered by the Owner in respect to such damage or destruction but not limited to the cost of the Equipment. In the event of the Hirer's failure to comply with any and all requirements set out above, the Hirer shall be liable for all costs incurred by the Owner for the purpose of repairing, replacing, cleaning and/or arranging for the Equipment to be returned to its complete state. These costs shall be payable by the Hirer to the Owner on demand. In addition, the Hire Charges set out in the Hire Particulars shall continue to be paid by the Hirer to the Owner until such time as the Equipment has been fully rectified by the Owner in accordance with this clause;
- 11) The Owner shall:
 - a) Make the Equipment available to the Hirer at the Owner's premises or shall if requested by the Hirer and at the Owners discretion deliver the Equipment to a location nominated by the Hirer subject to delivery charge imposed by the Owner.
 - b) Make any and all repairs and/or replacements required to ensure the Equipment remains serviceable in relation to fair wear and tear.
- 12) The Hirer may not assign or transfer its rights and/or obligations pursuant to this Hire Agreement or enter into an on-hire agreement with another party without the written consent of the Owner.
- 13) Subject to clause 10 hereof, notwithstanding the Term referred to in the Hire Particulars, the Hire Agreement between both parties may be determined by the Owner upon the Owner giving to the Hirer written notice of termination. Termination of the Hire Agreement pursuant to this clause 9 shall not affect the rights of the Owner to recover from the Hirer any money due and owing to the Owner pursuant to the Hire Agreement between the parties and the Hirer releases and discharges the Owner from any and all claims which the Hirer may have against the Owner arising from the Owner's right to terminate pursuant to this clause 9.
- 14) If the Hirer shall default in payment of any Hire Charges, or fail to comply with these Condition of Hire or shall commit an act of bankruptcy or be made bankrupt, or being a company, have a winding up petition presented against it or be wound up or go into voluntary liquidation or have a receiver or administrator appointed, it shall thereupon be lawful for the Owner to immediately retake possession of the Equipment and for that purpose to enter into or upon any premises where the Equipment may be located and the Hirer indemnifies the Owner in respect to any claim or action arising from such entry or retaking of possession. In taking such action, the Owner shall be deemed to have terminated the Hire Agreement between the parties. Termination of the Hire Agreement pursuant to this clause 10 shall not affect the rights of the Owner to recover from the Hirer any money due and owing to the Owner pursuant to the Hire Agreement or to recover damages from the Hirer arising from the termination of the Hire Agreement.
- 15) The Owner does not give any warranty or make any representation as to the condition of the Equipment or its fitness for any purpose. Any implied warranty (save those implied by statute which cannot be contracted out of) is expressly excluded. The Hirer agrees to use, operate and possess the Equipment at the Hirers own risk. The Hirer agrees that the owner shall have no responsibility or liability for any loss or damage to property and/or personal injury to any person arising from the operation and/or possession of the Equipment by the Hirer during the Term. The Owner shall not be responsible or liable to the Hirer, whether on the grounds of breach of contractual duty or negligence for any loss or damage directly or indirectly suffered or sustained by the Hirer and arising from defects in/or malfunction, breakdown or failure of

performance of the Equipment or otherwise and the Hirer shall indemnify the Owner against , and hold the Owner harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, arising out of, connected with, or resulting from the Hirer's use of the Equipment and/or arising from defects in/or malfunction, breakdown or failure of performance of the Equipment or otherwise including without limitation the manufacture, selection, possession, use, operation, or return of the Equipment.

- 16) In addition to the Hire Charges, the Hirer must pay any applicable duties, tolls, fines, penalties, levies, transport, and other charges which may be associated with the hire and/or use of the Equipment.
- 17) In the event the Equipment is stolen and/or destroyed whilst under the hire of the Hirer and prior to the return of the same to the Owner the Hirer shall immediately notify the Owner of such theft or destruction and the Hirer shall pay to the Owner the full market value of the Equipment withing 30 days of such theft or destruction
- 18) occurring. In the case the Equipment is damaged in possession of the Hirer but deemed reasonably repairable the Hirer shall continue to pay the Hire Charge until the Equipment is repaired.
- 19) The Equipment shall remain the sole and exclusive property of the Owner during the Term, The Hirer will not (without prior consent from the Owner) sell, pledge, mortgage, lease, underlet, lend or part with possession of the Equipment or make any attempt or purport to do so.
- 20) All parties acknowledge that these Conditions of Hire in conjunction with the Hire Particulars and Hire Invoice(s) issued by the Owner to the Hirer constitute the entire agreement between all parties in respect to the Hire Agreement and that no party is relying on statement, condition and/or term which is not set out in these Conditions of Hire in conjunction with the Hire Particulars and the Hire Invoice(s).
- 21) All parties acknowledge the Owner may register its security interest in the Equipment on the Personal Property Securities Register pursuant to the Personal Properties Security Act 2009 (Cth) ("PPSA"). Where permitted by the PPSA, the customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
- 22) The Hire Agreement between all parties shall be governed by and constructed in accordance with the laws in force in the State of Queensland at the time of signing and all parties agree to submit to the jurisdiction of the courts in the State of Queensland
- 23) The Hirer acknowledges they have thoroughly examined the Equipment and has depended entirely on the Hirer's own judgement in entering into this Hire Agreement and the Hirer is satisfied the Equipment is in good condition and order and is fit for the purpose for which it is required and despite any error or misdescription in the Hire Particulars no claim or objection in respect of the Equipment shall be admissible after the execution of this Hire Agreement. The Hirer agrees that no person, agent or employee is authorised to give any warranty or to agree to any condition or make any representation whatsoever, verbal or otherwise, on behalf of the Owner.
- 24) All notices, demands or summons may be served on the Hirer at the Hirer's specified address in the Hire Agreement or at any other address the Hirer may have informed the Owner, in writing, by hand or by post and if by post shall be deemed to be served when the same would in due course of post reach the address to which it is sent. Any notice given by the Hirer to the Owner shall not be effective until the same is actually received by the Owner and comes to the Owner's Knowledge.