

DEFINITIONS

- A. Hirer** means the person or company specified in the Schedule.
- B. Equipment** means the Equipment specified in the Schedule.
- C. Owner** means Beltana Group Pty Ltd trading as Beltana Hire.
- D. Hire Period** is that which is specified in the Schedule.

OPERATIVE PROVISIONS

1. The Hirer will hire the Equipment specified in the Schedule from the Owner upon the terms and conditions in this Agreement.

2. Operative Part

- 2.1. The hiring of the Equipment will commence from the commencement date specified in the Schedule and continue for the term specified in the Schedule.
- 2.2. The Hirer is entitled to use the Equipment for the Hire Period and for any agreed extension of the period.
- 2.3. The Hirer agrees to:
 - 2.3.1. return the Equipment to the address of the Owner specified in the Schedule on or before the end of the Hire Period as outlined in the Schedule; or
 - 2.3.2. Have the Equipment ready for the Owner to collect at the end of the agreed Hire Period.

3. Hire Period of Equipment

- 3.1. The hire of the Equipment will commence:
 - 3.1.1. when the Owner delivers the Equipment to the delivery address stated in the agreement and shall continue until the Equipment is back in the Owner's possession and control ready for the purpose of hire again; or
 - 3.1.2. when the Hirer collects the Equipment from the Owner and shall continue until the Hirer returns the Equipment to the above address.
- 3.2. The Hire Period includes weekends and public holidays.
- 3.3. An extension of the Hire Period must be agreed to by the Owner in writing.

4. Payment and Other Charges

- 4.1. Payment for hire, delivery, collection or other charges are due and payable before the commencement of hire unless otherwise specified. In addition to Hire Charges, the Hirer agrees to pay:
 - 4.1.1. The Owner's delivery and collection charges;
 - 4.1.2. An administrative charge of 2% per month for any amounts outstanding at the end of the Hire Period or due date. Such charge shall compound monthly;
 - 4.1.3. A bond of \$200.00 which shall be

returned at the return of the Equipment. The bond will be forfeited to cover any additional costs in relation to a breach of this Hire Agreement or damage to the Equipment.

- 4.1.4. A cancellation fee that may be charged, where the Hirer cancels booking without reasonable notice (24 hours) or fails to take delivery of Equipment. Such a charge will be \$150 plus GST.
- 4.1.5. A late payment fee if the Equipment is not ready to be collected at the end of the Hire Period or is returned late. Such charge will be calculated on an hourly basis of \$100.00 plus GST per hour.
- 4.1.6. If the Equipment is not returned clean and in good working condition, all costs associated in ensuring the Equipment is clean and in good working condition.
- 4.1.7. Any GST, other duties, taxes, fines, penalties, tolls and other government charges arising from the Hirer using the Equipment of this agreement;
- 4.1.8. Any additional charges where the Hirer extends the Hire Period without getting the Owner's permission or paying extra dry hire charges, in advance;
- 4.1.9. All costs incurred but not limited to in clause 8.

5. Hirer Obligations & Responsibilities

- 5.1. Upon delivery of the Equipment, the Hirer must immediately examine the Equipment and satisfy itself as to its condition and suitability as well as fitness for the purpose for which it is required. The Hirer in accepting the Equipment is deemed to have examined the Equipment and satisfied itself for the purpose of hire. The Hirer acknowledges that it does not in any way rely upon the skills or the judgement of or any representations made by or on behalf of the Owner in respect of the Equipment, its purpose, uses or performance.
- 5.2. At its own expense clean and fuel the Equipment, and keep it in good and substantial repair and condition, failing this the Hirer shall be liable to reimburse the Owner for all costs incurred with respect to such items;
- 5.3. Accept sole responsibility for the safe keeping and storage of the Equipment;
- 5.4. Not allow any other person to operate the Equipment not named in the nominated agreement;
- 5.5. Accept responsibility for and fully reimburse the Owner for the cost of freight to retrieve Equipment abandoned for any reason or repossession of the Equipment upon breach/default of this agreement;
- 5.6. Not move the Equipment from the delivery address without written consent from the Owner;
- 5.7. Comply with at its own expense with all Local Council, State and Federal Laws, ordinances

and regulations (including any Occupational Health and Safety Laws) which may affect the Equipment during the period.

- 5.8. When finished with the Equipment ensure all Equipment's and attachments are together and in an accessible area for collection.
- 5.9. The Hirer agrees that the use of the Equipment carries with it dangers and risks of injury and the Hirer agreed to accept all liabilities for dangers and risks.
- 5.10. The Equipment shall not be used by anyone other than the Hirer or nominated users without the expressed permission of the Owner.
- 5.11. The Hirer must comply with all work health and safety requirements and operations and in particular, must:
 - 5.11.1. Operate the Equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturers instructions or any instructions provided by any Owner;
 - 5.11.2. Ensure persons operation or erecting the Equipment are suitably trained on its use and proper use, qualified to use the Equipment and where necessary, hold a current Licence;
 - 5.11.3. Wear suitable clothing and protective Equipment when operating the Equipment as required or recommended by the manufacturer;
 - 5.11.4. Ensure that no persons operating the Equipment are under the influence of drugs or alcohol;
 - 5.11.5. Conduct a job safety analysis prior to using the Equipment;
 - 5.11.6. Ensure that no persons carry illegal, prohibited or dangerous substances in or on the Equipment.
- 5.12. The Hirer shall ensure the Equipment is returned to the Owner clean of soil or any other foreign matter.
- 5.13. The Hirer agrees and acknowledges that in the event that any provisions of this clause 5 are not complied with and Owner suffers loss, the Hirer shall pay the Owner compensation for the loss.

6. Hirer's Warranties

- 6.1. The Hirer warrants that:
 - 6.1.1. The Equipment will be used in accordance with the conditions outlined in the Schedule;
 - 6.1.2. The particulars in the Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - 6.1.3. The Hirer holds a valid current Australian drivers licence, operating licence or permit valid for the type of Equipment hired;
 - 6.1.4. The Equipment will not be used for any illegal purpose;
 - 6.1.5. Where applicable, the Hirer's vehicle is

suitable for towing the Equipment;

- 6.1.6. The Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Equipment in any way.

7. Indemnity

- 7.1. To the full extent permitted by the law the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of or consequent on the use or misuse of the Equipment during the Hire Period.
- 7.2. The Owner will not be liable to the Hirer for any damages, omissions, warranties, costs or other claims whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Hirer.
- 7.3. The Hirer acknowledges that the Owner can give no warranty as to the capacity, use and/or condition of the Equipment.

8. Loss, Damage and Breakdown

- 8.1. The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the Hire Period.
- 8.2. If there is a breakdown or failure of the Equipment, then the Hirer shall notify the Owner and the Hirer shall not attempt to repair the Equipment.
- 8.3. If the damaged condition or loss of the Equipment is caused by the negligence, misuse or breach of these terms and conditions by the Hirer, the Owner at its sole discretion may or may not provide substitute or replacement Equipment.
- 8.4. The Hirer will reimburse the Owner for or pay for the costs of all the repairs. If the damage is irreparable or the Equipment is lost, the Hirer will be required to pay the new replacement cost.
- 8.5. The Hirer will remain responsible for the Hire Charges until the Equipment is repaired or until the new replacement cost is paid by the Hirer.

9. Insurance

- 9.1. The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.
- 9.2. The Hirer, at its own expense, shall obtain and maintain all appropriate and prudent insurance policies:
 - 9.2.1. That covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the full new replacement value of Equipment; and
 - 9.2.2. For third party liability risks in respect of hire or use of Equipment by the Hirer in an amount not less than \$10 million.
- 9.3 The Hirer will provide the Owner with a copy of the insurance policy on request.

10. Liability

- 10.1. The Hirer will be liable for:
- 10.1.1. Any death or injury arising from or out of any concerns arising directly or indirectly out of the use of the Equipment.
 - 10.1.2. Any damage to the Site or any property whatsoever arising directly or indirectly in relation to the delivery, installation, collection or use of the Equipment whatsoever, whether or not such damage results from or is caused by the Owner's Equipment or delivery vehicle.
- 10.2. A standard excess amount of up to \$5,000.00 will apply if Hired Equipment is damaged by the Hirer (excluding damage caused by natural events)

11. Disclaimer

- 11.1. To the extent permitted by law the Owner disclaims all liability for and does not give any warranties to the Hirer as to the conditions of the Equipment.

12. Title of Goods

- 12.1. The Hirer acknowledges that the Owner retains title to the Equipment.
- 12.2. The Hirer agrees not to:
- 12.2.1. agree, offer or purport to sell, assign, sub-let, pledge, mortgage let or hire or otherwise part with or attempt to part with possession of the Equipment;
 - 12.2.2. to deal with the Equipment; and
 - 12.2.3. to conceal or alter the goods, or make any addition to, or repair of, the Equipment.

13. Repossession

- 13.1. The Owner may retake possession of the Equipment if the Hirer breaches any provision of the agreement, notwithstanding anything else herein contained.
- 13.2. If repossession takes place, the Owner shall only change the hire fee up to and including the time of repossession.

14. Completion of the Hire Period

- 14.1. The Hire Period is completed when the Equipment has been returned to the Owner:
- 14.1.1. In the same condition as when it was hired; and
 - 14.1.2. On or by the date and time specified in the Schedule.

15. No-Merger

- 15.1. The covenants, agreement and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

16. Severance

- 16.1. If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provision remaining after severance.

17. Governing law

- 17.1. This agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the Courts exercising jurisdiction there in connection with matters remaining after severance.

18. Interpretation

- 18.1. In this agreement, unless in the context otherwise requires:
- 18.1.1. A reference to the singular includes the plural and vice versa;
 - 18.1.2. A reference to any party to this agreement includes the party's executor, administrators, successors or permitted assigns, and where applicable, its servants and agents;
 - 18.1.3. A reference to an individual shall include corporations and vice versa; and
 - 18.1.4. If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- 18.2. In this agreement, headings are for the convenience only and do not affect interpretation.

