

1. INTRODUCTION

These Terms and Conditions of Hire, together with each Hire Schedule provided to the Customer by the Company, whether signed or not and any Special Conditions specific to the type of Equipment the Customer has hired, set out the terms of the hire agreement (the "Hire Agreement") between the Customer and the Company. The provision or acceptance of a Hire Schedule shall not form a separate agreement between the Customer and the Company, but shall constitute part of this Hire Agreement. Any terms contained in any document supplied by the Customer, including any terms in the Customer purchase order, will not form part of the Hire Agreement.

2. DEFINITIONS

- "ACL" means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- "Chain of Responsibility" means legislation that extends liability for Road Law offences to all parties whose actions, inactions or demands influence conduct on the road particularly in relation to speed, fatigue, vehicle standards, vehicle roadworthiness, load restraint, and mass and dimension.
- "Company" means Hi-Reach Rentals and includes "We/Us/Our".
- "Credit Application" means any application for a Credit Account completed by the Customer.
- "Credit Account" means any billing arrangement the Company has extended to the Customer upon the Company's approval of the Credit Application.
- "Customer" means a customer as that term is defined in the ACL, or any person acting on behalf of and with the authority of the Customer and includes "You/Your".
- "Customer contract" has the same meaning as in the ACL.
- "Customer Guarantees" means the guarantees relating to the supply of goods and services contained in the ACL.
- "Environmental Laws" means any statute, regulations or other laws made or issued by a regulatory body or government regulating or otherwise relating to the environment including without limitation the use or protection of the environment.
- "Equipment" means any equipment provided by the Company to the Customer under the Hire Agreement, including any associated or attached tools, accessories, and parts available for hire and includes "goods".
- "Expected Off Hire Date" means the date that the Customer expects the Hire Period to end. This date is set out in the Hire Schedule.
- "Goods" means Goods supplied and includes "Equipment".
- "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.
- "Hire Agreement" means the Agreement made between the Company and the Customer to which their terms and conditions of hire apply.
- "Hire Charge" or "Hire Charges" means the rates and charges payable by the Customer for the hire of the Equipment.
- "Hire Period" means the period described in [clause 4](#).
- "Hire Schedule" means the document provided by the Company to the Customer which includes details of the Equipment the Customer has hired, the Hire Charge, any other applicable charges, the Expected Off Hire Date and the address for delivery of the Equipment.
- "Licence to Perform High Risk Work" means a validly issued Licence issued by the relevant workplace health and safety departments of each respective state government required for the operation of Equipment which is high risk.
- "Long Distance Location" is a location in excess of 100km from the Company's nearest branch.
- "New Replacement Cost" means the cost to replace the Equipment with a new item of the same equipment, or if the same equipment is not available, then the cost to replace the Equipment with a new item of equipment of the same quality, function and capacity.
- "Non-Excludable Provision" has the meaning set out in [clause 22.3](#).
- "Off Hire Date" has the meaning set out in [clause 5.2](#).
- "Off Hire Number" is the number given by the Company to the Customer on the Off-Hire Date.
- "PPSA" means the Personal Property Securities Act 2009 (Cth) (as amended) and any other legislation and regulations in respect of it.
- "Price" shall mean the cost of the Goods as agreed between the Company and the Customer subject to [clause 4](#) of this contract.

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- “Regulatory Authority” means any public authority or government agency responsible for regulating the performance of electrical works.
- “Related Body Corporate” has the same meaning as in the Corporations Act 2001.
- “Relevant Documents” means:
 - the Credit Application; and
 - any Guarantee, Indemnity and Charge which guarantees all monies owing by the Customer to the Company.
- “Road Law” means any law, regulation or rule relating to the use of a road, restrictions on driving hours (in whichever legislative instrument those requirements may appear), mass, load and restraint requirements for the carriage of goods, dangerous goods, environmental impacts and speed and traffic requirements and includes the Heavy Vehicle National Law.
- “services” means all services.
- “small business contract” has the same meaning as in the ACL.
- “Transport Movement” means the period of time during a delivery in which Equipment is being transported by road, which is governed by Road Law and is subject to the Chain of Responsibility.

3. ACCEPTANCE

- 3.1 Any instructions received by the Company from the Customer for the supply of Equipment and/or the Customer’s acceptance of Equipment supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 3.3 The Company’s terms and conditions constitute the entire agreement between the parties and that the Customer cannot impose any additional conditions without the agreement in writing prior to the hire and signed by the Manager of the Company.
- 3.4 None of the Company’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Company in writing nor is the Company bound by any such unauthorised statements.
- 3.5 The Customer undertakes to give the Company no less than fourteen (14) days prior written notice of any proposed change in the Customer’s name and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s address, facsimile number, or business practice).

4. THE HIRE PERIOD

- 4.1 The Hire Period commences on the earlier of the following:
 - a) when the Customer takes possession of the Equipment; or
 - b) if the Customer requests delivery and collection of the Equipment, the time the Company delivers the Equipment to the address in the Hire Schedule.
- 4.2 The Hire Period is for an indefinite term and ends when the Equipment is back in the Company’s control or possession.
- 4.3 The Hire Period includes weekends and public holidays.
- 4.4 A minimum Hire Period may apply in respect of certain items of Equipment (“Minimum Hire Period”). The Company will advise the Customer at the time of hiring if a Minimum Hire Period applies. If the Customer returns the Equipment to the Company before the expiration of the Minimum Hire Period, The Customer is required to pay all Hire Charges in respect of the Minimum Hire Period.

5. CHARGES

- 5.1 The Customer will be charged for the hire of Equipment for the full Hire Period. For the avoidance of doubt, the Customer must continue to pay the Hire Charges and other charges after the Expected Off Hire Date if the Customer has not returned the Equipment to the Company by the Expected Off Hire Date. This obligation survives termination of the Hire Agreement.
- 5.2 Hire Charges will commence from the Hire Period and continue until the date the Customer notifies the Company that the Equipment will be available for collection (the “Off Hire Date”). At this time, the Company will give the Customer a number as verification that the Customers request has been received (“Off-Hire Number”). The Equipment must be available for collection by no later than the time of day at which the Customer’s hire commenced (e.g. if the Customer’s hire commenced at 10am, then the Equipment must be ready for collection by no later than 10am on the Off Hire Date), otherwise the Company reserves

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the right to charge additional Hire Charges. For the avoidance of doubt, the Expected Off Hire Date is not considered to be the Customer's notice to the Company that the Equipment is available for collection.

- 5.3** At the Company's sole discretion, the Price shall be either;
 - a) as indicated on invoices provided by the Company to the Customer in respect of Equipment supplied; or
 - b) the Company's current Price, at the date of delivery of the Equipment, according to the Company's current Price list; or
 - c) be the Company's quoted Price (subject to [clause 5.4](#)) which shall be binding upon the Customer unless the Customer rejects in writing the Company's quotation within thirty (30) days.
- 5.4** Additional Hire Charges as set out in the Hire Schedule will apply if the Equipment is used for more than 1 shift which is equal to a consecutive 12 hours in a 24-hour period.
- 5.5** Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Company's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 5.6** At the Company's sole discretion, a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Equipment and shall become immediately due and payable.
- 5.7** Time for payment for the Equipment shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Equipment.
- 5.8** The Company may withhold delivery of the Equipment until the Customer has paid for them, in which event payment shall be made before the delivery date.
- 5.9** At the Company's sole discretion, payment for approved Customers shall be made by installments in accordance with the Company's written delivery/payment schedule.
- 5.10** Minimum hire charges will be those contained in the list of standard hire prices applying at the time of hire. Thereafter charges are calculated weekly, fractions of a week being on a daily basis.
- 5.11** The hire period does not include weekends. The Customer must advise the Company if they use the equipment on a Saturday and or Sunday. There will be additional hire charges for the use of the equipment on these days unless there is an agreement in writing which states the Customer is able to use the equipment on a Saturday and or Sunday with no additional charges.
- 5.12** Hire rates include for fair wear and tear only, and when Equipment is returned in a condition other than when received by the Customer, a charge for cleaning, reconditioning, renewing, and replacing will be made where considered necessary by the Company including damage done in the course of the hire period. Additional charges may also apply when equipment is damaged during transit of equipment to and or from the branch when the Customer organises their own transport of equipment. The Company will advise the Customer in writing of further charges if applicable and provide an opportunity to view damage prior to works being carried out. Failure to respond to the quote within 48 hours will result in works being carried out and charged to the Customer.
- 5.13** Payment will be made by cash on delivery, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Company.
- 5.14** The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Company.

6. OTHER CHARGES

- 6.1** In addition to the Hire Charges, the Customer agrees to pay:
 - a) for any consumables, fuel or trade materials the Company supplies to the Customer;
 - b) if the Customer requires the Company to deliver, collect or install the Equipment, the cost of delivery, collection or installation, as detailed in the Hire Schedule. Such charge may include a waiting fee in addition to the delivery and collection fee if the nominated time for delivery or collection of the Equipment is delayed by the Customer;
 - c) if the Customer does not return the Equipment in clean and good working condition, charges for the cleaning and repair of the Equipment;
 - d) Call out fees, parts, fuel and consumable items resulting from the Customer and or its authorised person/s adding fuel into the incorrect storage/fluid tank .e.g. petrol/diesel into the hydraulic tank;
 - e) Call out fees, parts, fuel and consumable items resulting from the Customer and or its authorised person/s having depleted the machine of fuel during operation and is unable to restart;

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- f) Call out fees, recovery charges and or damages caused to equipment resulting in having equipment being used and or left on unstable ground. The Company will not be liable for any costs associated including damages and liability from recovery of equipment;
- g) any stamp duty or GST arising out of this Hire Agreement;
- h) any other applicable levies, fines, penalties and any other government charges arising out of the Customer's use of the Equipment;
- i) charges for payment made by credit card;
- j) an environmental charge in relation to any item of Equipment, as detailed in the Hire Schedule;
- k) if the Customer requests operational guidance or training on the use of the Equipment and the Company's staff are available to provide this, the cost for the provision of these services at rates agreed with the Company;
- l) charges in connection with the administration of the Customer's Credit Account, as detailed in the Hire Schedule, which may include printing and postage costs;
- m) any reasonable charges incurred by the Company if the Company is unable to inspect or carry out maintenance on the Equipment during normal working hours.

7. PAYMENT

- 7.1 The Customer must pay all Hire Charges and other fees, charges and costs that become due and payable under this Hire Agreement which shall be due on thirty (30) days following the end of the month.
- 7.2 If the Customer does not pay the invoice in full by the payment due date, the Company may charge, in addition to any other costs recoverable under this Hire Agreement:
 - a) any costs and expenses (including any amounts payable to any agents and legal costs) incurred by the Company in recovering any unpaid amounts under this Hire Agreement.
- 7.3 The Company is entitled to set off against any amount the Company owes the Customer any amount owed to the Company by the Customer or any amount owed to the Company by any of the Customer's Related Bodies Corporate.

8. DELIVERY OF EQUIPMENT / SERVICES

- 8.1 Delivery of the Equipment shall be made to the Customer's nominated address. The Customer shall make all arrangements necessary to take delivery of the Equipment whenever they are tendered for delivery.
- 8.2 The failure of the Company to deliver shall not entitle either party to treat this Hire Agreement as repudiated.
- 8.3 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Equipment (or any of them) promptly or at all.
- 8.4 The Company does not accept any responsibility for loss or breakage of Equipment in transit when transport is arranged by the Customer.
- 8.5 If the Customer collects or receives the Equipment and finds that it is broken, damaged and/or defective, the Customer must notify the Company within 24 hours after the Customer collects or receives the Equipment. If the Customer does not notify the Company within this time period, the Company is entitled to assume that the Equipment the Customer collected or received was in good order and condition.

9. THE CUSTOMER'S OBLIGATIONS TO THE COMPANY

- 9.1 This Hire Agreement is personal to the Customer and the Customer must not allow nor authorise any other person or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed by the Company in writing.
- 9.2 The Customer agrees that before taking delivery of the Equipment, the Customer has satisfied itself as to the suitability and condition of the Equipment and the Customer will ensure that the Equipment is used only for the purpose for which it was designed by the manufacturer. Subject to clauses [22.2](#) and [22.3](#), the Company makes no representations and gives no guarantee or warranty that the Equipment is suitable for the Customer's intended purpose.
- 9.3 The Customer must:
 - a) operate the Equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions;
 - b) ensure persons operating or erecting the Equipment are suitably trained on its safe and proper use, qualified to use the Equipment and where necessary, hold a current licence to perform high risk work;

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- c) ensure suitable clothing and protective equipment is worn when operating the Equipment as required or recommended by the Company or the manufacturer;
- d) ensure that no persons operating the Equipment are under the influence of drugs or alcohol;
- e) conduct a job safety analysis prior to using the Equipment;
- f) ensure that no persons carry illegal, prohibited or dangerous substances in or on the Equipment;
- g) display all safety signs and instructions (as required by law) and ensure that all instructions and signs are observed by operators of the Equipment;
- h) ensure the Customer has organised Hired in Plant Insurance; and
- i) The Customer and their authorised person/s are responsible for the daily inspection and the completion of the EWP's logbook as per the Australian Standard AS2550 part 10.

9.4 The Customer must:

- a) clean, fuel, lubricate and keep the Equipment in good condition and in accordance with the manufacturer's and the Company's instructions at the Customer's own cost;
- b) not in any way alter, modify, tamper with, damage or repair the Equipment without the Company's prior written consent;
- c) not deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Equipment;
- d) not remove fuel or oil tank caps, bund plugs or seals from the Equipment and ensure that they are in place when the Customer returns the Equipment; and
- e) arrange for the emptying of any waste tanks and water carts.

9.5 At all times during the Hire Period, the Customer must store the Equipment safely and securely.

9.6 The Customer will allow the Company to enter the Customer's premises and inspect and maintain the Equipment from time to time during the Hire Period during normal working hours. If the Company cannot inspect or maintain the Equipment during normal working hours, then additional charges may apply. The Customer can also request to conduct a joint inspection of the Equipment with the Company at the end of the Hire Period.

9.7 Whenever the Customer is moving the Equipment, the Customer must ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and manufacturer's guidelines. The Customer (or any contractor the Customer engages) must observe any safety directions advised by the Company and/or the manufacturer of the Equipment to ensure its safe loading and handling.

9.8 The Customer must not remove the Equipment from the State or Territory in which the Customer hired it without the Company's written consent.

9.9 The Customer must not use the Equipment off-shore, in a mine, in an area where friable asbestos is present or move the Equipment over water without the Company's prior written consent, which may be reasonably withheld.

9.10 The Customer warrants that the Customer will comply with all Environmental Laws from time to time and immediately rectify any breach of an Environmental Law caused by the use of the Equipment.

9.11 The Customer must use best endeavors to ensure that the Equipment is not contaminated with any hazardous substances (including asbestos). Subject to [clause 9.9](#), the Customer must advise the Company of any risks of hazardous substance contamination to the Equipment as soon as they become apparent. Where Equipment may have been subjected to contamination, the Customer must effectively decontaminate the Equipment, as well as provide the Company with written details of decontamination processes applied. If, in the Company's opinion acting reasonably, the Equipment is not capable of being decontaminated, the Customer will be charged for the replacement cost of the Equipment.

9.12 Any electrical Equipment provided by the Company will be tested and tagged before it is hired to the Customer, but during the Hire Period, the Customer is responsible for arranging the re-testing and re-tagging of any electrical Equipment in accordance with the manufacturer's instructions and the applicable Australian Standard(s) and Regulatory Authority requirements at the Customer's cost. The Company is able to arrange for such re-testing and re-tagging of the electrical Equipment at the Customer's cost. Except where the Company can arrange for re-testing and re-tagging of the electrical Equipment, the Customer will be liable for any damage caused to the Equipment resulting from incorrect testing.

9.13 If, at the Customer's request, the Company can supply an operator to operate the Equipment ("Operator"):

- a) the Operator will be under the Customer's direction and control during the Hire Period and will comply with the Customer's reasonable directions;

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- b) The Company will not, while the Operator is working under the Customer's direction and control in accordance with [clause 9.13 \(a\)](#), seek to direct or supervise any of the work undertaken by Operator;
- c) The Company will not be liable to the Customer for any acts or omissions of the Operator where they are acting under the Customer's direction and control during the Hire Period; and
- d) The Customer will not allow any other person to operate the Equipment without the Company's prior written consent.

10. RISK & OWNERSHIP

- 10.1 The Company retains property and title in the Equipment at all times nonetheless, all risk for the Equipment passes to the Customer on delivery.
- 10.2 The Customer acknowledges that they are liable for any loss or damage to the Equipment from the time of delivery until it is returned to or picked up by the Company.
- 10.3 The Customer will insure, or self-insure, the Company's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 10.4 The Customer will accept all responsibility for any damage to property and injury caused during the period of hire to the Customer, his servants, agents, contractors, owners or animals and shall hold the Company harmless in respect thereof.
- 10.5 In respect of all claims whether for worker's compensation or third-party liability or otherwise the Customer shall comply with all statutes, regulations and industrial awards relating to the labour and effect all such insurances as may be necessary.
- 10.6 The Customer shall keep the Company indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses.
- 10.7 Except in the circumstances set out in [clause 17](#), the Customer is not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Equipment in any way.
- 10.8 In no circumstances will the equipment be deemed to be a fixture.
- 10.9 The Customer acknowledges that the Company may hire or lease Equipment from a third party if the Company cannot provide the Equipment to the Customer ("Third Party Owner"), and if this occurs, title in the Equipment remains with the Third Party Owner.

11. CUSTOMER'S DISCLAIMER

- 11.1 The Customer hereby disclaims any right to rescind, or cancel the Hire Agreement or to sue for damages or to claim restitution arising out of any misrepresentation made to them by any servant or agent of the Company and the Customer acknowledges that they hire the Equipment relying solely upon the own skill and judgment and that the Company shall not be bound by nor responsible for any term, condition, representation or warranty given by any other party.
- 11.2 The Customer indemnifies the Company against the destruction or loss of the Equipment by any means or for any reason whatsoever, including lawful confiscation.

12. CANCELLATION

- 12.1 The Company may cancel these terms and conditions or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice. The Company shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2 The Customer must give twenty-four (24) hours' notice to the Company of any cancellation of any delivery or order failing which the Company is at liberty to charge the Customer for the Price of the Equipment.

13. TERMINATION OF HIRE AGREEMENT

- 13.1 Either party may terminate this Hire Agreement and any Hire Period immediately by giving notice to the other party, if:
 - a) that other party breaches any term of the Hire Agreement (including for breach of payment terms pursuant to [clause 7](#)) and fails to remedy the breach within 7 days of written notification of the breach; or
 - b) that other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business, subject to any rights the Customer may have under the Corporations Act 2001.
- 13.2 The Company may terminate the Hire Agreement and any Hire Period for another reason on 24 hours' notice.
- 13.3 The Company may terminate the Hire Agreement immediately if the Customer or any third party has made a false statement in or breached any provision other Relevant Documents.

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13.4 These rights of termination are in addition to any other rights either party has under the Hire Agreement and does not exclude any right or remedy under law or equity.

14. DEFAULT & CONSEQUENCES

14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

14.2 If the Customer owes the Company any money the Customer shall indemnify the Customer from and against all costs and disbursements incurred by the Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, the Company's contract default fees, and bank dishonor fees).

14.3 Further to any other rights or remedies the Company may have under this Contract, if a Customer has made payment to the Company by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Company under this [clause 14](#), where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.

14.4 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable if:

- a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to make a payment when it falls due;
- b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors (other than as specified in the amendments to the Corporations Act 2001 (Cth) enacted by Part 2 of the Treasury Law Amendment (2017 Enterprise Incentives No. 2) Act 2017 (Cth)); or
- c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer (other than as specified in the amendments to the Corporations Act 2001 (Cth) enacted by Part 2 of the Treasury Law Amendment (2017 Enterprise Incentives No. 2) Act 2017 (Cth)).

15. TITLE

15.1 The Equipment will at all times remain the absolute property of the Company and title does not pass to the Customer at any stage.

16. SECURITY AND CHARGE

16.1 Despite anything to the contrary contained in this Contract or any other rights which the Company may have howsoever:

- a) where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer agrees to mortgage and/or charge all of their joint and/or several interests in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer agrees that the Company (or its nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- b) should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify the Company from and against all costs and disbursements including legal costs on a solicitor and own Customer basis.
- c) the Customer agrees to irrevocably nominate and appoint the Company or the Company's nominee as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this [clause 16](#).

17. PPSA

17.1 The Customer:

- a) acknowledges that the Company may register any actual or impending PMSI under the PPSA in respect of all Equipment; and
- b) consent to the Company registering the Company's PMSI under the PPSA and will do all things reasonably necessary to assist the Company to register the Company's security interest.

17.2 The Company is responsible for:

- a) the preparation and registration of the financing statement or financing change statement; and

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- b)** payment of any fees associated with the registration, and the Customer waives the right to receive from the Company verification of the registration pursuant to section 157(3)(b) of the PPSA.
- 17.3** The Customer must not lease, hire, bail or give possession (“Sub-hire”) of the Goods to anyone else unless the Company (in its absolute discretion) first consents in writing. Any such Sub-hire must be in writing in a form acceptable to the Company and must be expressed to be subject to the rights of the Company under this Agreement. The Customer may not vary a Sub-hire without the prior written consent of the Company (in its absolute discretion).
- 17.4** The Customer must ensure that the Company is provided at all times with up-to-date information about the Sub-hire including the identity of the Sub-hire, the terms of and state of accounts and payment under the Sub-hire and the location and condition of the Goods.
- 17.5** Subject to clause 17.3 (a), if the Customer Sub-hires the Equipment to the Customer’s agent, contractor subcontractor or any third party and the Sub-hire is a security interest under the PPSA, the Customer agrees that the Customer will protect the Company’s interests in the Equipment by:
 - a)** registering a security interest itself; or
 - b)** assigning, by this clause, to the Company all rights as bailor, to enforce against an agent, contractor or subcontractor.
- 17.6** The Customer has an obligation to give the Company notice if another party with a security interest in the Equipment seizes or otherwise deals with the Company’s PMSI in the Equipment.
- 17.7** If the Customer grants any security interest in the Equipment to another party, that other party must acknowledge the priority of the Company’s PMSI.
- 17.8** The parties agree that neither party is required to give notice to the other under the PPSA unless the obligation to give the notice cannot be excluded.
- 17.9** The Company may recover from the Customer the cost of doing anything under this clause, including but not limited to registration fees.
- 17.10** The rights of the Company under this document are in addition to and not in substitution for the Company’s rights under other law (including PPS Law) and the Company may choose whether to exercise rights under this document, and/or under other law, as it sees fit.
- 17.11** To the extent that Chapter 4 of the PPS applies to the security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are “contracted out” of this Agreement in respect of all goods to which that section can be applied:
 - a)** section 95 (notice of removal of accession to the extent it requires the Company to give notice to the Renter);
 - 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 130 (notice of disposal to the extent it requires the Company to give notice to the Renter);
 - f)** section 129(2) and 129(3);
 - 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).
- 17.12** The following provisions of the PPS Law confer rights on the Company:
 - a)** section 123 (seizing collateral);
 - b)** section 126 (apparent possession);
 - c)** section 128 (secured party may dispose of collateral);
 - d)** section 129 (disposal by purchase); and
 - e)** section 134(1) (retention of collateral).

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- 17.13** The Customer agrees that in addition to those rights, the Company shall, if there is default by the Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of the Equipment, (including entering upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is or may be located), not only under those sections but also, as additional and independent rights, under this document and the Customer 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 licence without being responsible for any damage thereby caused.
- 17.14** The Company and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. 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.

18. RETURN OF EQUIPMENT

- 18.1** The Customer must return the Equipment to the Company in the same clean condition and good working order it was in when the Customer received it, ordinary fair wear and tear excluded. If the Customer does not properly clean the Equipment or in the Company's view (acting reasonably) the Equipment is not decontaminated, the Company will charge the Customer a cleaning cost in accordance with [clause 6\(c\)](#) and the Customer will be liable to continue to pay the Hire Charges for that portion of the Hire Period during which the Equipment is being cleaned by the Company (and notwithstanding that the Customer may have provided a clearance report that the Equipment is not contaminated).
- 18.2** Except in the circumstances set out in [clause 18.3](#) below, it is the Customer's responsibility to return the Equipment to the Company branch the Customer hired it from during normal business hours.
- 18.3** No returns will be accepted on weekends or public holidays or after 4.00pm (QLD Time) Monday to Friday.
- 18.4** If the Company has agreed to collect the Equipment from the Customer, the Customer must ensure it is kept safe and secure until the time of collection.
- 18.5** When Equipment is returned to the Company by the Customer's transport, the Equipment return will be counted in the Company's yard and a delivery docket with an acknowledgement of delivery of the Equipment noted thereon will be issued to the Customer which shall be conclusive proof of the return of the quantities of Equipment listed thereon, but not of its condition at the time of return. If Equipment is collected by the Company, they will be checked on site for quantity and upon arrival in the Company's yard such Equipment will be checked for both quantity and condition. In both cases the check in the Company's yard for quantity and condition will be the only legal proof of the quantity and condition of Equipment returned.
- 18.6** Upon the expiration of the hire period (evidenced by the issue of an off hire number by the Company to the Customer) the Company will (in the absence of the Customer returning the Equipment to the Company) use its best endeavors to collect the Equipment from the Customer within two (2) working days from the end of the hire period. The Company shall at its discretion invoice the Customer for the costs of transportation and the Equipment shall remain on hire to the Customer until collected.
- 18.7** If the Customer cannot produce an Off Hire Number issued by the Company then the Equipment is considered to be on hire and all Hire Charges are to be paid by the Customer to the Company until the date of provision of an Off Hire Number by the Company to the Customer.
- 18.8** The obligations of the Customer under this Hire Agreement shall not cease upon notification by the Company to the Customer of an Off Hire Number. The Customer acknowledges that the rights of the Company herein shall continue until such time as the Company is satisfied with that the provisions of [clause 18.2](#) hereof have been complied with.

19. WHAT TO DO IF EQUIPMENT BREAKS DOWN

- 19.1** In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period the Customer must:
 - a) immediately stop using the Equipment and notify the Company;
 - b) take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
 - c) take all steps necessary to prevent any further damage to the Equipment itself; and
 - d) not repair or attempt to repair the Equipment without the Company's written consent.
- 19.2** Except if [clause 20.1](#) applies, upon receiving notice from the Customer under [clause 19.1\(a\)](#), the Company will:
 - a) take all reasonable steps to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by the Customer; and
 - b) not impose a Hire Charge for that portion of the Hire Period for which the Equipment was broken down or unsafe, nor the costs associated with any repair or replacement of the Equipment.

20. WHAT TO DO IF EQUIPMENT IS LOST, STOLEN OR DAMAGED

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20.1 If the Equipment has broken down or becomes unsafe to use as a result of the Customer's acts or omissions, (or the acts or omissions of the Customer's employees or contractors) or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Hire Period, the Customer will be liable for:

- a) any costs incurred by the Company to recover and repair or replace the Equipment; and
- b) the Hire Charges for that portion of the Hire Period during which the Equipment is being recovered and repaired or replaced.

20.2 Provided that the Customer pays the costs and charges described in [clause 20.1](#), the Company will return or replace the Equipment, and the Customer must continue to pay the Hire Charges for the remainder of the Hire Period.

21. WARRANTY

21.1 The Company warrants that the Equipment supplied shall be of merchantable quality. The Company does not warrant that the Equipment is fit for a particular purpose and, except or unless otherwise stated in these terms and conditions, warranties relating to title, defects or conformity of the Equipment is expressly excluded. Any costs associated with the return of the Equipment for the purpose of a warranty claim shall be the responsibility of the Customer.

22. INDEMNITIES AND EXCLUSION OF LIABILITIES

22.1 Subject to [clause 22.3](#), and except as expressly provided to the contrary in this Hire Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to this Hire Agreement or its subject matter are excluded to the maximum extent permitted by law.

22.2 Nothing in this Hire Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Customer Guarantees.

22.3 Where The Company is not able to exclude a guarantee, term, condition, warranty, undertaking, inducement or representation imposed by legislation in relation to this Hire Agreement, ('Non-Excludable Provision'), and the Company is able to limit the Customer's remedy for a breach of the Non-Excludable Provision, then the Company's liability for breach of the Non-Excludable Provision is limited to (at the Company's election):

- a) in the case of Equipment, the repair or replacement of the Equipment or the supply of substitute Equipment (or the cost of doing so); or
- b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

22.4 Subject to the Company's obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, the Company's maximum aggregate liability for all claims under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, is limited to an amount equal to the fees paid by the Customer under this Hire Agreement. In calculating the Company's aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by the Company for a breach of any Non-Excludable Provisions.

22.5 Subject to clauses [22.3](#) and [22.4](#), The Company will not be liable to the Customer for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Customer has incurred, amounts that the Customer is liable to their customers for or any loss suffered by third parties under or relating to this Hire Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

22.6 The Customer is liable for and shall indemnify the Company against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Company and any environmental loss, cost, damage or expense) in respect of:

- a) personal injury;
- b) damage to property; or
- c) a claim by a third party, in respect of the Customer's hire or use of the Equipment or the Customer's breach of the Hire Agreement. the Customer's liability under this indemnity is diminished to the extent that the Company's breach of the Hire Agreement or the Company's negligence causes the liability, claims, damage, loss, costs or expenses.

22.7 Each indemnity in this Hire Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Hire Agreement and it is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Hire Agreement.

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22.8 The Company will not be liable to the Customer for any acts or omissions of any person supplied by the Company where that person is acting under the Customer's direction and control during the Hire Period and the Customer indemnifies the Company against all liability claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Company and any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

23. RECOVERY OF THE EQUIPMENT

23.1 If the Customer is in breach of the Hire Agreement or if the Hire Agreement or a Hire Period has been terminated under [clause 22](#) the Company may, at the Customer's cost, take all steps necessary (including legal action) to recover the Equipment, including entering the Customer's premises to do so and the Customer expressly consents to the Company entering the Customer's premises for the purposes of recovering the Company's Equipment.

24. LONG DISTANCE MAINTENANCE

24.1 This [clause 24](#) applies if the Customer hires Equipment for use at a Long Distance Location.

24.2 Multiple items of Equipment which are located at the Long Distance Location will only be charged as one call out.

24.3 For the avoidance of doubt, the Customer remains responsible for daily maintenance and care of all Equipment in accordance with [clause 9](#), including but not limited to, checking of all fluids (fuel, oil, water, battery levels, waste tanks etc.), checking of all hoses (hydraulic, fuel and water), general tightening of any loose nuts, bolts, belts or fittings and lubrication of all grease points.

24.4 If the Equipment breaks down at a Long Distance Location, the Customer will also pay the Company the costs associated with any attendance to the Long Distance Location in addition to any other costs payable under this Hire Agreement.

25. PRIVACY AND CREDIT APPLICATION

25.1 All emails, documents, images or other recorded information held or used by the Company is Personal Information, as defined and referred to in [clause 25.3](#), and therefore considered Confidential Information. The Company acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements. The Company acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information held by the Company that may result in serious harm to the Customer, the Company will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.

25.2 Notwithstanding [clause 25.1](#), privacy limitations will extend to the Company in respect of Cookies where transactions for purchases/orders transpire directly from the Company' website. The Company agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:

- a) IP address, browser, email client type and other similar details;
- b) tracking website usage and traffic; and
- c) reports are available to the Company when the Company sends an email to the Customer, so the Company may collect and review that information ("collectively Personal Information")
- d) In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via the Company' website.

25.3 The Customer agrees for the Company to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, date of birth, occupation, driver's licence details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history about the Customer in relation to credit provided by the Company.

25.4 The Customer agrees that the Company may exchange information about the Customer with those credit providers and with related bodies corporate for the following purposes:

- a) to assess an application by the Customer; and/or
- b) to notify other credit providers of a default by the Customer; and/or
- c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

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- 25.5** The Customer consents to the Company being given a customer credit report to collect overdue payment on commercial credit.
- 25.6** The Customer agrees that personal credit information provided may be used and retained by the Company for the following purposes (and for other agreed purposes or required by):
- a) the provision of Equipment; and/or
 - b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Equipment; and/or
 - c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - d) enabling the collection of amounts outstanding in relation to the Equipment.
- 25.7** The Company may give information about the Customer to a CRB for the following purposes:
- a) to obtain a Customer credit report;
 - b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
- 25.8** The information given to the CRB may include:
- a) Personal Information as outlined in [clause 25.3](#) above;
 - b) name of the credit provider and that the Company is a current credit provider to the Customer;
 - c) whether the credit provider is a licensee;
 - d) type of Customer credit;
 - e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - f) advice of Customer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Company has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - g) information that, in the opinion of the Company, the Customer has committed a serious credit infringement;
 - h) advice that the amount of the Customer's overdue payment is equal to or more than the statutory limit.
- 25.9** The Customer shall have the right to request (by e-mail) from the Company:
- a) a copy of the Personal Information about the Customer retained by the Company and the right to request that the Company correct any incorrect Personal Information; and
 - b) that the Company does not disclose any Personal Information about the Customer for the purpose of direct marketing.
- 25.10** The Company will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 25.11** The Customer can make a privacy complaint by contacting the Company via e-mail. The Company will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 25.12** Copies of the Company's Privacy Policy and Credit Reporting Policy are available upon request.

26. FORCE MAJEURE

- 26.1** Subject to [clause 26.1](#), neither party will be responsible for any delays in delivery or installation due to causes beyond their control including but not limited to acts of God, Pandemic, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.
- 26.2** Nothing in [clause 26.1](#) will limit or exclude the Customer's responsibility and liability under the Hire Agreement for Equipment that is lost, stolen or damaged beyond fair wear and tear during the Hire Period, or has broken down or become unsafe to use as a result of the Customer's conduct or negligence.

27. SEVERABILITY

- 27.1** If any part of this Hire Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

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28. GOVERNING LAW

28.1 The Hire Agreement is governed by the laws of Queensland and each party submits to the non-exclusive jurisdiction of the courts of that State in respect of any proceedings arising in connection with the Hire Agreement. The Customer irrevocably submits to the jurisdiction of Queensland and the Brisbane Registry of the appropriate Court or Tribunal in the event of any dispute. Each party waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

29. ENTIRE AGREEMENT

29.1 The Hire Agreement comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order supplied by the Customer) apply to the hire of the Equipment unless the Hire Agreement is varied in accordance with [clause 31](#).

30. NO RELIANCE

30.1 Subject to clauses [22.1](#) and [22.3](#), the Customer acknowledges that neither the Company nor any person acting on the Company's behalf has made any representation or other inducement to the Customer to enter into the Hire Agreement and the Customer has not entered into the Hire Agreement in reliance on any representations or inducements (including in relation to the use of the Equipment) except for those representations contained in this Hire Agreement.

31. VARIATION

31.1 To the extent that a variation to this Hire Agreement is not detrimental to the Customer, from time to time, The Company may vary this Hire Agreement. If the Company intends to do so, The Company will give the Customer 28 days' written notice of the Company's varied terms. If the Customer has reasonable grounds to believe the change will be detrimental to the Customer's rights, the Customer may terminate this Hire Agreement without penalty within 28 days of receiving the Company's written notice. Any other variation of the Hire Agreement must be agreed in writing by the Customer and the Company.

32. NO WAIVER OF RIGHTS

32.1 Subject to [clause 8.5](#), no delay or omission by a party to exercise any right, power or remedy available to that party as a result of a continuing breach or default under the Hire Agreement will impair any such right, power or remedy, nor will it be construed to be a waiver of that party's rights to take action or make a claim in respect of a continuing breach or default.

33. REVIEW OF THE CUSTOMER'S CREDIT APPROVAL

- 33.1 From time to time the Company may review any Credit Account the Company has granted to the Customer without notice.
- 33.2 The Company may, at the Company's discretion, decide to withdraw credit for any reason, including but not limited to if the Customer's circumstances change, the Customer fails to make payments on time or the Customer fails to use the Equipment in accordance with the terms of the Hire Agreement.
- 33.3 If the Company withdraws credit the Customer may terminate this Hire Agreement immediately by giving the Company written notice. However, if the Customer does so the Customer must:
- a) pay amounts that were subject to credit in accordance with the terms on which that credit was provided; and
 - b) pay all amounts due to the Company under this Hire Agreement, including hire charges until the Equipment is returned to the Company and is in the Company's possession.

34. SIGNING THIS HIRE AGREEMENT

- 34.1 The person signing or accepting the terms of any document which forms part of the Hire Agreement or Relevant Documents for and on behalf of the Customer hereby warrants that he or she has the Customer's authority to enter into the Hire Agreement on the Customer's behalf and grant the security interests in connection with it and is empowered to bind the Customer to the Hire Agreement and each security interest granted in connection with it.
- 34.2 the person signing or accepting the terms of this Hire Agreement indemnifies the Company against all losses, costs and claims incurred by the Company arising out of the person so signing this Hire Agreement not in fact having such power and/or authority.

35. ASSIGNMENT

- 35.1 The Company may assign this Hire Agreement to any third party without the Customer's consent (including a Related Body Corporate).
- 35.2 Where the Customer is an individual acquiring goods or services wholly or predominantly for personal, domestic or household use or consumption, then the Company may assign this Hire Agreement to a Related Body Corporate providing that Related Body Corporate has the financial and operational resources to comply with the terms of the Hire Agreement. If the Customer has reasonable grounds to believe the assignment will be detrimental to the Customer's rights, the Customer may terminate

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this Hire Agreement without penalty by giving the Company 28 day's written notice that the Customer wishes to terminate the Hire Agreement.

36. CHAIN OF RESPONSIBILITY OBLIGATIONS

36.1 The Customer must:

- a) comply with all Chain of Responsibility legislation and must ensure that any activity relating to the Equipment (including scheduling, load restraint, Transport Movement) is undertaken in accordance with the Customer's Chain of Responsibility obligations;
- b) ensure that any of the Customer's subcontractor's (where the Customer subcontracts any Transport Movement under this Hire Agreement) are contractually bound by similar Chain of Responsibility obligations to those set out in this clause 36.

36.2 The Customer will allow the Company to audit the Customer's Chain of Responsibility documents, procedures, policies and records to ensure that the Customer has proper processes in place to manage the Customer's Chain of Responsibility obligations.

37. DISPUTE RESOLUTION

37.1 If a dispute arises between the parties to this Contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to mediation. Any mediation shall be:

- a) referred to a single mediator to be nominated by the President of the Institute of Arbitrators & Mediators Australia; and
- b) conducted in accordance with the Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Mediation.

38. GENERAL

38.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

38.2 The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions.

38.3 In the event of any breach of this agreement by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Equipment.

38.4 The Customer shall not set off, deduct or reduce against the Price, any amounts due from the Company.

38.5 The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

38.6 The Company reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Company notifies the Customer of such change.

38.7 The Customer acknowledges that the credit application once approved by the Company will be scanned as an image. Should it be necessary to prove the existence of this document, the Customer agrees that an image retrieved and certified by an employee of the Company as being an image retrieved and printed into hard copy form shall be deemed to be conclusive proof of the existence of this document.

39. PREVIOUS EDITIONS

39.1 The Company reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Company notifies the customer of such change.

39.2 This edition of the Terms of Hire replaces and supersedes the Terms of Hire August 2016 edition and all previous editions of the Terms of Hire the Company has issued.

39.3 A copy of this Terms of Hire can be located on the Company's website www.hireach.com.au

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