

ACTIVE HIRE SERVICE PTY LTD
HIRE TERMS & CONDITIONS
ABN44 596 154 439

1. INSPECTION

The Hirer has inspected the equipment prior to taking possession of the equipment and:-

- 1.1 Is satisfied that the equipment is clean, in good repair and in safe working order;
- 1.2 Is aware of the proper use for which the equipment is designed and satisfied that it is suitable for the purpose required;
- 1.3 Is satisfied with the instructions given on the proper and safe manner of using the equipment and is familiar with its proper and safe use.

2. USE OF EQUIPMENT

The Hirer agrees that the equipment is to be used:-

- 2.1 In a skillful and proper manner;
- 2.2 For the purpose and within the capacity for which it was designed;
- 2.3 For legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all Government Authorities in relation to the equipment;
- 2.4 At the address provided by the Hirer and the equipment is only to be removed from this address for the purpose of returning it to the Owner;
- 2.5 By the Hirer or suitably competent employees or, with the approval of the owner by a suitably competent, certified or licensed operator.

3. PERIOD OF HIRE

The period of Hire shall commence from either:-

- 3.1 The commencement date and time as shown on any hire contact or
- 3.2 The time when the equipment is delivered to the Hirer at the address contained on any hire contract, whichever is the earlier; and shall terminate
- 3.3 At the time when the equipment is returned to the Owner; or
- 3.4 At the time the Hirer notifies the Owner that the equipment is ready for collection by the Owner. Such notification will be deemed to have been properly given only when the Hirer has received from a member of the office hire control staff of the Owner, an off hire number;
- 3.5 This period of hire shall terminate on whichever is the later event of 3.3 or 3.4. Notification by the Hirer that the equipment is ready for collection and the receipt by the Hirer of an off hire number shall not relieve the Hirer for liability for the equipment until it is collected by the Owner.

4. RETURN OF EQUIPMENT AND TERMINATION

The Hirer agrees to return this equipment to the Owner during regular business hours. The Owner may terminate this agreement at its sole discretion and the Hirer authorizes the Owner and servants to enter upon such land as may be necessary to recover the equipment.

5. HIRING CHARGES

The Hirer will pay the hire charges at the rate and in the manner specified during the hire period. The Hirer's schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer.

6. LATE RETURN

If the equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for extra hour or part thereof.

7. DELIVERY, INSTALLATION AND COLLECTION

If the Hirer requests the Owner to deliver, install or collect the equipment, the Hirer agrees to pay to the Owner all of the Owner's reasonable expenses incurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to prepare the site.

8. LOADING AND UNLOADING EQUIPMENT

The Hirer is responsible for loading and unloading equipment. If an employee of the Owner assists in the loading or unloading of the equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to negligence.

9. EQUIPMENT MAINTENANCE

The Hirer agrees to:-

- 9.1 Keep and maintain the equipment in a clean condition and good repair and working order;
- 9.2 Service the equipment in a skillful and proper manner and to supply all oil and grease necessary for operation of the equipment at its own expense.
- 9.3 Supply all fuel necessary for the operation of the equipment at its own expense.
- 9.4 Repair or replace damaged tyres.
- 9.5 Give the Owner access to the equipment at any reasonable time without the Owner giving prior notice.

10. EQUIPMENT FAILURE

If equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of equipment and to notify the Owner immediately. The Hirer will on no account attempt to repair the equipment without the consent of the Owner and will immediately return the equipment to the Owner's premises if required to do so by the Owner. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, the Owner agrees in its discretion to:-

- 10.1 Repair the equipment within a reasonable time;
- 10.2 Make similar equipment available, or
- 10.3 Adjust the rental charge

The Owner shall in no circumstances be liable for any loss sustained by the Hirer.

11. ACCIDENT

The Hirer will immediately notify the Owner of any accident involving its equipment.

12. CLEANING AND REPAIR

If the equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment, restoring it to good repair and working order, or replacement of equipment which cannot reasonably be repaired.

13. LOSS

The Hirer will be liable for the cost of replacement of equipment lost or stolen while in its possession. The Hirer agrees to advise the Owner immediately of any loss, theft or damage; damage waiver does not apply to loss or theft.

14. DAMAGE WAIVER

Unless the Hirer directs in writing, the Company will be charge a premium for insurance for accidental damage to the equipment and the Company thereby agrees to waive its rights to claim from the Hirer for any loss of or damage to the Equipment in excess of the sum equal to 10% of the list price of the Equipment or \$600 (whichever is the greater). The waiver shall only apply to damage which was caused by fire, storm, earthquake, collision or accident and in the case of a loss or theft will not apply. The Hirer is to ensure their full understanding of these Damage Waiver conditions.

- (a) Upon payment by the hirer of the Damage Waiver Fee the Company shall be responsible for the cost of repairs or the cost of replacement of the hired goods caused by damage to the hired goods during the hire period, subject to the exclusions listed.
- (b) This clause in no way entitles the Hirer to, or implies the availability of compensation from the Company for any liability incurred by the Hirer in relation to the use of the Hired Goods.

(c) This clause will not continue to operate after the expiration of the Hire Agreement unless an extension by the Company is granted in writing and an additional fee is paid.

(d) This clause will not apply to loss or damage which in any way relates to or arises out of:

1. Burglary or theft
 2. Breach of any statutory laws or regulations in connection with the use of the Hired Goods by the Hirer.
 3. Misuse, abuse, willful and or malicious acts, negligent and or reckless use and or overloading of the Hired Goods.
 4. Theft, loss or damage by whatever cause to tools and or accessories supplied with the Hired goods including but not limited to, hoses, points, drill bits, grease guns, electric leads, tyres and tubes.
 5. Lack of lubrication or non-adherence to other normal maintenance regimes that could reasonably be expected of the Hirer under the Hire Agreement.
 6. Disregard for instructions given to the Hirer by the Company in respect of the proper use of the Hired Goods or in contradiction of the Manufacturers instructions if supplied with the Hired Goods at the time of hiring.
 7. Unexplained disappearance of the Hired Goods.
 8. Theft of the Hired Goods in circumstances where on site security is available including, but not limited to, locked yards, building and sheds, where this security is not used by the Hirer to secure the Hired Goods whilst they are left unattended.
 9. Loading or off loading of Hired Goods from maritime vessels, transportation of Hired Goods on maritime vessels or use of Hired Goods on any wharf or bridge or over any body of water.
 10. Loading or off loading of Hired Goods using any lifting device causing the Hired Goods to leave the earths surface for any reason
 11. No Damage Waiver is available to Aluminium Scaffold, Traffic Control Equipment, Rubbish Chutes, Hydraulic Lifting Equipment including Porta Power equipment, Test Plugs and Air Bag Jacks.
- (e) Where the equipment is a Motor Vehicle, Active Hire Service will arrange motor vehicle accident damage insurance. That Insurance will NOT cover the customer for the following
- (a) If the driver is over 25 the first \$2000 of the cost of any damage
 - (b) If the driver is under 25 the first \$2500 of the cost of any damage
 - (c) The loss or theft of the Motor Vehicle
 - (d) Costs of repairing damage
- to a truck above the top of the cabin
 - to or caused by a truck mounted loading device
 - caused other than by the normal use of the Motor Vehicle
 - caused while the Motor Vehicle is being driven on any Road that is unsealed or is not a public road
 - caused while the Customer is in breach of any clause of the Agreement

15. ENVIRONMENTAL LEVY

The Hirer will pay the Environmental Levy at the rate specified by the Owner in the Hire Agreement in consideration of waste or other environmental contaminants used or disposed of pertaining to the hiring of the equipment.

16. PAYMENT

Accounts are due and payable at the end of the Hire period. Hire, delivery, installation and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. Where credit is extended terms are cash thirty (30) days from end of month of invoice.

17. LATE PAYMENT

Interest is payable on any amounts outstanding at the end of the hire period at the rate of 15% per annum calculated daily.

18. COLLECTION COSTS

The Hirer agrees to pay all reasonable costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period.

19. PURCHASE ORDER

The use of your purchase order number on this contract is for your convenience and identification only. Absence of a purchase order number shall not constitute grounds for non payment of rental charges when you have had possession, or the right to possession of the hired equipment.

20. SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENTS

The Owner may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer may not sublease or loan the equipment without the Owner's written permission and any purported assignment shall be void.

21. STAND DOWN

Should the Hirer wish to stand down an item of equipment he must phone the Owner each day on the day stand down is required and seek a stand down number from the Owner who will have the discretion to refuse the stand down and require the equipment to be returned forthwith or made available for collection. Any stand down will commence from the time permission is granted to the Hirer by the Owner. A reduced rate of 50% of the normal daily rate may apply at the sole discretion of the Owner.

22. EXCLUSION OF WARRANTIES

These Terms & Conditions or any hire contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the equipment is suited for its intended use. The Hirer warrants that it has made it's own independent inspection and has not relied on any representations by the Owner.

23. INDEMNITY

The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the equipment during the hire period whether or not due to the negligence of the Owner, its employee or agent or any other person and agrees to indemnify the Owner with respect to these claims. The Hirer will not allow any lien to be created over the equipment not sell, transfer, mortgage or charge the equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons.

24. SEVERABILITY

The provisions of this contact shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

25. JURISDICTION

The law relating to this agreement shall be the law of the State of Queensland.

26. DEFINITIONS

In this agreement the following expressions shall have the following meanings:-

- 26.1 The "Owner" and the "Company" is Active Hire Service Pty Ltd (ACN 010 160 862);
- 26.2 The "Hirer" is the person, business or corporation hiring equipment from the Owner;
- 26.3 The "Equipment" and the "Hired Goods" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer.

27. CALCULATION OF CHARGES

- 27.1 Charges are based on time out not time used;
- 27.2 One day's hire is for eight (8) hours work in twenty four (24) hours and extra shifts are chargeable
- 27.3 One week is seven (7) consecutive days including weekends and holidays;
- 27.4 Extra days are charges at 1/5 of the weekly rate.