



Mini Bobcat Hire

TERMS AND CONDITIONS

1. Definitions

Commencement – The date when the Hirer takes possession of the Equipment.

Equipment – Shall mean Equipment supplied on hire by the Owner to the Hirer (and where the context so permits shall include any supply of service) and is as described on the invoices, quotation, authority to hire, or any other work authorization forms as provided by the Owner to the Hirer.

Hire Charge – The amounts shown on the Hire Agreement payable by the Hirer to hire the Equipment.

Hire Period – Shall mean from Commencement until the end of the period shown on the Hire Agreement. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Hirer requests it and if Mini Bobcat Hire agrees. Mini Bobcat Hire may issue and require the Hirer to sign an amended Hire Agreement for any extension of the Hire Period.

Hirer - Shall mean the Hirer or any person acting on behalf of and with the authority of the Hirer.

Owner - Shall mean Mini Bobcat Hire, its successors and assigns or any person acting on behalf of and with the authority of Mini Bobcat Hire.

Hire Agreement – Means a document which Mini Bobcat Hire may require the Hirer to sign (or accept in a way Mini Bobcat Hire requires) including particulars of the Equipment and the Hire Period and such other information as Mini Bobcat Hire may decide to require.

Transport In/Out charge – The amount payable for the time that a Motor Vehicle has travelled, in the reasonable opinion of Mini Bobcat Hire, travelled during the Hire Period.

We/Us/Our - Means Mini Bobcat Hire (ABN 89636593146)

You/Your - Refers to the person, firm, organisation, partnership, corporation, trust or other entity hiring Equipment from Us. The reference to “You/Your” includes any of your employees, agents and contractors.

2. Mini Bobcat Hire Obligations -Mini Bobcat Hire will:

2.1 Allow the Hirer to take and use the Equipment for the Hire Period;

2.2 Provide the Equipment to the Hirer clean and in good working order;

3. Obligations of the Hirer - The Hirer must:

3.1 Deliver the Equipment to Mini Bobcat Hire when it is due back;

3.2 Return the Equipment to Mini Bobcat Hire clean and in good repair;

3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;

3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer’s instructions whether supplied by Mini Bobcat Hire or posted on the Equipment;

3.5 Indemnify Mini Bobcat Hire for all injury and/or damage to the extent caused or contributed to by the Hirer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;

3.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Hirer is authorised by the Hirer to do so and the Hirer will not allege that any such person is not so authorized;

3.7 Ensure that all persons operating the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;

3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;

3.9 Safely secure all items loaded in or on the Equipment or in or on the Hirer’s vehicle, and indemnify Mini Bobcat Hire in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Hirer;

3.10 Operate the Equipment with an adequate motor vehicle and/or power source;

3.11 Report and provide full details to Mini Bobcat Hire of any accident or damage to the Equipment within four (4) hours of the accident or damage occurring.

3.12 Wear suitable clothing and protective equipment when operating the Equipment as required or recommended by Us or the manufacturer;

3.13 Ensure that no persons operating the Equipment are under the influence of drugs or alcohol;

3.14 Clean, fuel, lubricate and keep the Equipment in good condition and in accordance with the manufacturer's and Our instructions at Your own cost;

3.15 Display all safety signs and instructions (as required by law), and ensure that all instructions and signs are observed by operators of the Equipment.

The Hirer must NOT;

3.16 Tamper with, damage or repair the Equipment;

3.17 Lose or part with possession of the Equipment;

3.18 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;

3.19 Allow any person to drive a Motor Vehicle if the person:

(a) does not hold a suitable licence to drive that class of Motor Vehicle; or

(b) is affected by drugs and/or alcohol.

3.20 Exceed the recommended or legal load and capacity limits of the Equipment;

3.21 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment.

3.22 Exceed the recommended or legal speed limit for the Equipment.

3.23 Not remove oil tank caps, bund plugs or seals from the Equipment and ensure that they are in place when You return the Equipment

4. Payments by the Hirer to Mini Bobcat Hire

4.1 On or before Commencement (or as otherwise specifically agreed with Mini Bobcat Hire), the Hirer will pay the Hire Charge.

4.2 Immediately on request by Mini Bobcat Hire, the Hirer will pay:

(a) the new list price of any Equipment which is for whatever reason not returned to Mini Bobcat Hire.

(NOTE TO Hirer: Subject only to any express provision of this Contract to the contrary, the Hirer is responsible for loss or theft of the Equipment)

(b) all costs incurred in cleaning the Equipment;

(c) the full cost of repairing any damage to the Equipment caused or contributed to by the Hirer, unless expressly agreed otherwise in this Contract;

(d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Hirer’s use of the Equipment;

(e) all costs incurred by Mini Bobcat Hire in delivering and recovering possession of the Equipment;

(f) Interest for late payment of amounts owing by the Hirer, to be at a rate of 2.5% per calendar month and such interest shall compound monthly.

(g) the Transport Charge and any additional Hire Charges;

(h) the cost of fuels and consumables provided by Mini Bobcat Hire and not returned by the Hirer;

(i) any expenses and legal costs (including commission payable to a commercial agent) incurred by Mini Bobcat Hire in enforcing this Contract due to the Hirers default.;

(j) all costs of repairing or replacing tyres, including road service; and

(k) if the LTD waiver applies, the amount for which the Hirer is liable as set out in this Contract.

(l) charges made by payment of credit card

(m) a charge for pumping out contaminated fuel, or filling oil or fuel tanks

4.3 Without limiting the ability of Mini Bobcat Hire to recover all amounts owing to it, the Hirer authorises Mini Bobcat Hire to charge any amounts owing by the Hirer to any credit card or account details of which are provided to Mini Bobcat Hire.

4.4 Mini Bobcat Hire may tokenise the Hirers Credit Card or Account details to facilitate credit card or online payments.

5. Acceptance

5.1 Any instructions received by the Owner from the Hirer for the Hire of the Equipment and/or the Hirer's acceptance of Equipment supplied on hire by the Owner shall constitute acceptance of the terms and conditions contained herein.

5.2 Where more than one Hirer has entered into this agreement, the Hirers shall be jointly and severally liable for all payments of the Price.

5.3 Upon acceptance of these terms and conditions by the Hirer the terms and conditions are irrevocable and can only be amended with the written consent of the Owner.

5.4 The Hirer undertakes to give the Owner at least fourteen (14) days notice of any change in the Hirer's name, address and/or any other changes in the Hirer's details.

6. Price and Payment

6.1 At the Owner's sole discretion the Price shall be either;

(a) as indicated on invoices provided by the Owner to the Hirer in respect of Equipment supplied on hire; or

(b) the Owner's current price, at the date of delivery of the Equipment according to the Owner's current price list; or

(c) the Owner's quoted price (subject to clause 3.2) which shall be binding upon the Owner provided that the Hirer shall accept in writing the Owner's quotation within thirty (30) days.

6.2 The Owner reserves the right to change the Price in the event of a variation to the Owner's quotation.

6.3 At the Owner's sole discretion a deposit may be required.

6.4 At the Owner's sole discretion a bond may be required which shall be refunded upon return of the Equipment in a condition acceptable to the Owner.

6.5 Time for payment of the Equipment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice.

6.6 At the Owner's sole discretion

(a) payment shall be due on delivery of the Equipment; or

(b) payment shall be due before delivery of the Equipment; or

(c) payment for approved Hirers shall be made by instalments in accordance with the Owner's payment schedule.

(d) payment for approved Hirers shall be due on thirty (30) days following the end of the month in which a statement is posted to the Hirer's address or address for notices

6.7 The date upon which the Hirer advises of termination shall in all cases be treated as a full days' hire.

6.8 Payment will be made by cash, or by direct debit/or by any other method as agreed to between the Hirer and the Owner.

6.9 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price on the Hire Agreement.

7. Hire Period

7.1 Where the Equipment does not have a timing device installed hire charges shall commence from the time the Equipment is collected by the Hirer from the Owners premises or delivered to the Hirer by the Owner and will continue until return of the equipment to the Owner's premises and/or until the expiry of the Minimum Hire Period, whichever last occurs.

7.2 If the Owner agrees with the Hirer to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves the Owner's premises and continue until the Hirer notifies the Owner that the Equipment is available for collection.

7.3 No allowance whatever can be made for time during which the Equipment is not in use for any reason, unless the Owner confirms prior special arrangements in writing in the event of Equipment breakdown provided the Hirer notifies the Owner immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Hirer.

7.4 Additional Hire Charges as set out in the Hire Agreement will apply if the Equipment is used for more than 10 hours per day. This will be calculated using the installed timing device.

8. Delivery of Equipment

8.1 At the Owner's sole discretion delivery of the Equipment shall take place when

(a) the Hirer takes possession of the Equipment at the Owner's address; or

(b) the Hirer takes possession of the Equipment at the Hirer's nominated address; or

(c) the Owner's nominated carrier takes possession of the Equipment in which event carrier shall be deemed to be the Owner's agent and risk for the Equipment does not pass the Hirer takes possession of the Equipment at the Hirer's address; or

(d) the Hirer's nominated carrier takes possession of the Equipment in which event the carrier shall be deemed to be the Hirer's agent

8.2 At the Owner's sole discretion the costs of Delivery are

(a) included in the Price; or

(b) are in addition to the Price; or

(c) are for the Hirer's account

8.3 The Hirer shall make all arrangements necessary to take delivery of the Equipment whenever it is tendered for delivery. In the event that the Hirer is unable to take delivery of the Equipment as arranged then the Owner shall be entitled to charge a reasonable fee for redelivery

8.4 The Owner may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.

8.5 Delivery of the Equipment to a third party nominated by the Hirer is deemed to be delivery to the Hirer for the purposes of this agreement.

8.6 The Hirer shall be responsible for free access by the Owner to the site on which the Equipment is located. If there are any delays due to free access not being available then the Hirer shall be responsible and shall reimburse the Owner for all lost hire fees associated with the Equipment being unavailable. The Hirer shall also be responsible for all other expenses and costs incurred by the Owner due to delays in access to the Equipment. The off-hire receipt will be issued when the Equipment is picked up by the Owner or returned to the Owner's premises.

8.7 The failure of the Owner to deliver shall not entitle either party to treat this contract as repudiated.

8.8 The owner shall not be liable for any loss or damage whatever due to failure by the Owner to deliver the Equipment (or any of them) promptly or at all.

9. Responsibility for the equipment

You are responsible for any loss, theft or damage to the Equipment from any and every event whatsoever and howsoever and by whosoever caused during the Hire Period except where any such loss, theft or damage was caused by Our actions.

10. Return of equipment

10.1 You must return the Equipment to Us in the same clean condition and good working order it was in when You received it, ordinary fair wear and tear excluded. If You do not properly clean the Equipment or in Our view (acting reasonably) the Equipment is not decontaminated, We will charge You a cleaning cost in accordance with clause 4.2(b) and You 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 Us (and that You may have provided a clearance report that the Equipment is not contaminated).

10.2 Except in the circumstances set out in clause 10.3 below, it is Your responsibility to return the Equipment to the Mini Bobcat Hire depot you hired it from during normal business hours.

10.3 If We have agreed to collect the Equipment from You, You must ensure it is kept safe and secure until the time of collection.

11. What to do if equipment breaks down

11.1 In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period You must:

(a) immediately stop using the Equipment and notify Us;

(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 Our written consent.

11.2 Except if clause 12.1 applies, upon receiving notice from You under clause 11.1(a), We will:

(a) take all reasonable steps to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by You; 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.

12. What to do if the equipment is lost, stolen or damaged

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

- (a) any costs incurred by Us 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, except where You have paid the LTD Waiver Fee, in which case Your liability is subject to clause 13 below.

12.2 Provided that You pay the costs and charges described in clause 12.1, We will return or replace the Equipment, and You must continue to pay the Hire Charges for the remainder of the Hire Period.

13. Loss, Theft and Damage Waiver

13.1 Loss Theft Damage Waiver ('LTD Waiver') is not insurance, but is an agreement by Us to limit Your liability in certain circumstances for loss, theft or damage to the Equipment to an amount called the LTD Waiver Excess. The LTD Waiver Excess is explained below in clause 13.5. Note the limitations set out in clause 13.6.

13.2 Subject to clause 13.3, the LTD Waiver Fee will be automatically charged to You in addition to Your Hire Charges and will be set out in Your Hire Agreement. The LTD Waiver Fee is calculated as a percentage of the Hire Charge.

13.3 You are not required to pay the LTD Waiver Fee from the date You produce a certificate of currency for an appropriate policy of insurance that covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the replacement value of the Equipment ('Your Insurance'). For the avoidance of any doubt, You are liable to pay the LTD Waiver Fee for that portion of the Hire Period where a certificate of currency required pursuant to this clause 13.3 remains outstanding ("Uninsured Period") and you are not entitled to any credit and/or reimbursement of the LTD Waiver Fee charged and/or paid that relates to the Uninsured Period. You are responsible for any excess and any other costs associated with Your Insurance and You are responsible for any shortfall in repair or replacement costs of the Equipment following payment of any amount received under Your Insurance, including any loss We suffer as a result of not being able to hire the Equipment.

13.4 Where You have paid the LTD Waiver Fee, We will waive Our right to claim against You for loss, theft or damage to the Equipment if:

- (a) for theft, You have promptly reported the incident to the police and provided Us with a written police report;
- (b) You have co-operated with Us and provided Us with the details of the incident, including any written or photographic evidence We require;
- (c) the loss, theft or damage does not fall into one or more of the circumstances set out in clause 13.6; and
- (d) You have paid Us the LTD Waiver Excess.

13.5 The LTD Waiver Excess for each item of Equipment is the amount calculated as follows:

(1) (Replacement) where the Equipment is lost, stolen or damaged beyond repair:

(a) Subject to paragraph (b), the LTD Waiver Excess for each item of Equipment that is lost, stolen or damaged beyond repair will be the amount equal to the greater of:

- (i) \$750.00; or
- (ii) 15% of the New Replacement Cost.

(b) Where the New Replacement Cost is less than \$750.00, the LTD Waiver Excess will be an amount equal to the New Replacement Cost.

(2) (Repair) where the Equipment is partially damaged and can be repaired:

(a) Subject to paragraph (b), the LTD Waiver Excess for each item of Equipment that is partially damaged and can be repaired will be the amount equal to the greater of:

- i. \$750.00; or
- ii. 15% of the repair cost.

(b) Where the repair cost of the Equipment is less than \$750, the LTD Waiver Excess will be an amount equal to the lesser of the repair cost and the New Replacement Cost

13.6 Even if You have paid the LTD Waiver Fee, We will not waive Our rights to claim against You for loss, theft or damage to the Equipment and LTD Waiver will not apply if the loss, theft or damage:

- (a) has arisen as a result of Your breach of a clause of this Hire Agreement;
- (b) has been caused by Your negligent act or omission;
- (c) has arisen as a result of Your use of the Equipment in violation of any laws;
- (d) has been caused by Your failure to use the Equipment for its intended purpose or in accordance with Our instructions or the manufacturer's instructions;
- (e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- (f) has been caused by a lack of lubrication or a failure to properly grease or maintain the Equipment ;
- (g) has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;
- (h) has been caused by the overloading of the Equipment or any components thereof;
- (i) is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc;
- (j) is caused by vandalism;
- (k) is to tyres or tubes; or
- (l) is to windscreens, mirrors, glass, or perspex.

14. Risk

14.1 The Owner retains property in the Equipment nonetheless, all risk for the Equipment passes to the Hirer on delivery

14.2 The Hirer accepts full responsibility for the safekeeping of the Equipment and indemnifies the Owner for all loss, theft or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence failure or omission of the Hirer

14.3 The Hirer will insure or self insure the Owner'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 Hirer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

14.4 The Hirer accepts full responsibility for and shall keep the Owner indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Equipment during the hire period however arising and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.

15. Title

15.1 The Equipment is and will at all time remain the absolute property of the Owner.

15.2 If the Hirer fails to return the Equipment to the Owner then the Owner or the Owner's agent may enter upon and into land and premises owned, occupied or used by the Hirer, or any premises where the Equipment is situated as the invitee of the Hirer and take possession of the Equipment without being responsible for any damage thereby caused.

15.3 The Hirer is not authorized to pledge the Owner's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs

16. Defects

16.1 The Hirer shall inspect the Equipment on delivery and shall within four (4) hours notify the Owner of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Hirer shall afford the Owner an opportunity to inspect the Equipment within a reasonable time following delivery. If the Hirer believes the Equipment is defective in any way. If the Hirer shall fail to comply with these provisions the Equipment shall be presumed to be free from any defect or damage. For defective Equipment which the Owner has agreed in writing that the Hirer is entitled to reject the Owner's liability is limited to replacing the Equipment.

17. Warranty

17.1 No warranty is provided by the Owner in respect of the condition of the Equipment or its fitness for any particular purpose. The Hirer shall indemnify and hold harmless the Owner in respect of all claims arising out of use of the Equipment.

18. Hirer's Disclaimer

18.1 The Hirer hereby disclaims any right to rescind or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Hirer by the Owner and the Hirer acknowledges that the Equipment is hired relying solely upon the Hirer's skill and judgment.

19. Cancellation

19.1 The Owner may cancel these terms and conditions or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice. On giving such notice the Owner shall repay to the Hirer any sums paid in respect of the price. The Owner shall not be liable for any loss or damage whatever arising from such cancellation. In the event that the Hirer cancels delivery of the Equipment the Hirer shall be liable for any loss incurred by the Owner (including, but not limited to, any loss of profits) up to the time of cancellation.

21. Default & Consequences of Default

21.1 Interest on any overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly.

21.2 If the Hirer defaults in payment of any invoice when due, the Hirer shall indemnify the Owner from and against all costs and disbursements incurred by the owner in pursuing the debt including legal costs on a solicitor and own client basis and the Owners collection agency costs.

21.3 Without prejudice to any other remedies the Owner may have, if at any time the Hirer is in breach of any obligation (including those relating to payment), the Owner may suspend or terminate the supply of Equipment to the Hirer and any of its other obligations under the terms and conditions. The Owner will not be liable to the Hirer for any loss or damage the Hirer suffers because the Owner has exercised its rights under this clause.

21.4 If any account remains overdue after thirty(30) days then an amount of the greater of \$20.00 or any part of any order of the Hirer which remains unperformed in addition to and without prejudice to any other remedies the Owner may have and all amounts owing to the Owner shall, whether or not due for payment, become immediately payable in the event that;

(a) any money payable to the Owner becomes overdue, or in the Owners opinion the Hirer will be unable to meet its payment as they fall due, or

(b) the Hirer 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, or

c) a receiver, manager, liquidator(provisional or otherwise) or a similar person is appointed in respect of the Hirer or any asset of the Hirer.

22. Security and Charge

22.1 Despite anything to the contrary contained herein or any other rights which the Owner may have howsoever where the Hirer and/or the Guarantor (if any) is the Owner of land, realty or any other asset capable of being charged, both the Hirer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land realty or any other asset to the Owner or the Owners nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Hirer and/or the Guarantor acknowledge and agree that the Owner (or the owner's nominee) shall be entitled to lodge where appropriate a caveat which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(a) should the Owner elect to proceed in any manner in accordance with this clause and/or its sub-clauses the Hirer and/or Guarantor shall indemnify the Owner from and against all the Owners cost disbursement including legal costs on a solicitor and own client basis.

(b) the Hirer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Owner or the Owners nominee as the Hirers and/or Guarantors true and lawful attorney to perform all necessary acts to give effect the provisions of this clause.

23. Privacy Act 1988

23.1 The Hirer and/or the Guarantors agree for the Owner to obtain from a credit reporting agency a Credit report containing personal credit information about the Hirer and Guarantors in relation to credit provided by the Owner.

23.2 The Hirer and/or the Guarantor/s agree that the Owner may exchange information about the Hirer named in a consumer credit report issued by a credit reporting agency for the following purposes

(a) to assess an application by Hirer, and/or

(b) to notify other credit providers of default by the Hirer, and/or

(c) to exchange information with other credit providers as to the status of this credit account where the Hirer is in default with other credit providers and/or

(d) to assess the credit worthiness of Hirer and/or Guarantor/s

23.3 The Hirer consents to the Owner being given a consumer credit report to collect overdue The Hirer agrees that the personal credit information provided may be used and retained by the Owner for the following purposes as shall be agreed between the Hirer and Owner or required by law from time to time:payment on commercial credit (Section 18K (1) (h) Privacy Act (1988)

(a) the provision of Equipment on hire and/or

(b) marketing of services by the Owner its agents or distributors in relation to the equipment analyzing, verifying and/or checking the Hirers credit payment and/or status in relating to provision of Equipment on hire and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Hirer and/or

(d) enabling the daily operation of Hirers account and/or the collection of amounts outstanding in the Hirers account in relation to the hire of the Equipment

(e) The Owner may give information about the Hirer to a credit reporting agency for the following purposes

(f) to obtain a consumer credit report about the Hirer, and/or

(g) allow the credit reporting agency to create or maintain a credit information file containing information about the Hirer.

24. General

(a) If any provisions 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.

(b) These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia

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

(d) In the event of any breach of this contract by the Owner the remedies of the Hirer shall be limited to damages. Under no circumstances shall the liability of the Owner exceed the Price

(e) The Hirer shall not be entitled to set off against or deduct from the Price any sums owed to the Hirer by the Owner

(f) The Owner may license or sub-contract all or any part of its rights and obligations without the Hirer's consent

(g) The Owner reserves the right to review these terms and conditions at any time if following any such review, there is to be any change to these terms and conditions then that change will take effect from the date on which the Owner notifies the Hirer of such change.

(h) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, industrial action, fire, flood ,drought , storm or other event beyond the reasonable control of either party.

25. Signing the Hire Agreement

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 You hereby warrants that he or she has Your authority to enter into the Hire Agreement on Your behalf and grant the security interests in connection with it and is empowered to bind You to the Hire Agreement and each security interest granted in connection with it.