



Largenlawn Pty Ltd T/A

**JC Hire**

ABN: 67 010 861 702

PO Box, Maroochydore QLD 4558

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# CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:			State:	Postcode:
Billing Address:			State:	Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>				
D.O.B.:			Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
ABN:		ACN:		Date Established <i>(current owners)</i> :
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.:	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.:	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
<b>Account Terms:</b> <input type="checkbox"/> 30 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Required?		<input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF HIRE (overleaf or attached) of Largenlawn Pty Ltd T/A JC Hire which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT): \_\_\_\_\_ SIGNED (JC HIRE): \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

# Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Largenlawn Pty Ltd T/A JC Hire and its successors and assigns ("JC Hire") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply equipment and/or services to

("the Client") [*Insert Company Name In Box Provided*]

**I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:**

1. **GUARANTEE** the due and punctual payment to JC Hire of all monies which are now owing to JC Hire by the Client and all further sums of money from time to time owing to JC Hire by the Client in respect of equipment and services supplied or to be supplied by JC Hire to the Client or any other liability of the Client to JC Hire, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with JC Hire, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to JC Hire the Guarantor will immediately on demand pay the relevant amount to JC Hire. In consideration of JC Hire agreeing to supply the equipment and/or services to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to JC Hire registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints JC Hire and each director of JC Hire as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which JC Hire may reasonably require to:
  - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (b) register any other document required to be registered by the PPSA or any other law; or
  - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** JC Hire on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, JC Hire in connection with:
  - (a) the supply of equipment and/or services to the Client; or
  - (b) the recovery of monies owing to JC Hire by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to JC Hire's nominees contract default fee and legal costs; or
  - (c) monies paid by JC Hire with the Client's consent in settlement of a dispute that arises or results from a dispute between, JC Hire, the Client, and a third party or any combination thereof, over the supply of equipment and/or services by JC Hire to the Client.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

3. **I/We have received, read and understood JC Hire's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to JC Hire by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on JC Hire's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to JC Hire, each Guarantor shall be a principal debtor and liable to JC Hire accordingly.
6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced or affected by:
  - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of equipment and/or services;
  - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
  - (b) any other act, omission or event which, but for this provision, might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, posers or remedies conferred by this Guarantee and Indemnity or by law.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to JC Hire.**
9. I/we irrevocably authorise JC Hire to obtain from any person or company any information which JC Hire may require for credit reference purposes. I/We further irrevocably authorise JC Hire to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with JC Hire as a result of this Guarantee and Indemnity being actioned by JC Hire.
10. The above information is to be used by JC Hire for all purposes in connection with JC Hire considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**For and on behalf of the Client I/We confirm I/We have read, understood and accept the terms of this Guarantee and Indemnity and I/We agree to be bound by this Guarantee and Indemnity.**

<b>GUARANTOR-1</b>	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this            day of            20____	

<b>GUARANTOR-2</b>	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this            day of            20____	

- Note: 1. If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.  
 2. If the Client is a limited partnership, the Guarantor(s) must be the general partners  
 3. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).  
 4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

# Largelawn Pty Ltd T/A JC Hire - Terms & Conditions of Hire

1.	<b>Definitions</b>	(b)	JC Hire's quoted Charges (subject to clause 5.2) which shall be binding upon JC Hire provided that the Client shall accept in writing JC Hire's quotation within twenty-eight (28) days.	12.10	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 Client.		conditions is intended to have the effect of contracting out of any of the provisions the PPSA.
1.1	"Contract" means the terms and conditions contained herein, together with any quotation, Hire form, invoice or other document or amendments expressed to be supplemental to this Contract.	5.2	JC Hire reserves the right to change the Charges in the event of a variation to JC Hire's quotation (including, but not limited to, additional charges for rigging, assembling, installing, erecting, or dismantling Equipment). Variations will be charged for on the basis of JC Hire's quotation, and will be detailed in writing, and shown as variations on JC Hire's invoice. The Client shall be required to respond to any variation submitted by JC Hire within ten (10) working days. Failure to do so will entitle JC Hire to add the cost of the variation to the Charges. Payment for all variations must be made in full at the time of their completion.	8.1		13.1	<b>Security and Charge</b> In consideration of JC Hire agreeing to supply Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
1.2	"JC Hire" means Largelawn Pty Ltd T/A JC Hire, its successors and assigns or any person acting on behalf of and with the authority of Largelawn Pty Ltd T/A JC Hire.	5.3	At JC Hire's sole discretion, a deposit (in the form of a bond) shall be required at the commencement of this Contract, which shall be refunded to the Client by within thirty (30) days of the return of the Equipment, provided that the Client has complied with their obligations hereunder. The deposit may be used to offset any applicable Charges payable by the Client under clause 15.3, and any outstanding balance thereof shall be due as per clause 5.4.	8.2		13.2	The Client indemnifies JC Hire from and against all JC Hire's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising JC Hire's rights under this clause.
1.3	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting JC Hire to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	5.4	Time for payment for the Equipment being of the essence, the Charges will be payable by the Client on the date/s determined by JC Hire, which may be: (a) on or before delivery of the Equipment; or (b) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by JC Hire.	8.3		13.3	The Client irrevocably appoints JC Hire and each director of JC Hire as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.
1.4	"Equipment" means all Equipment (including any accessories) supplied on hire by JC Hire to the Client (and where the context so permits shall include any incidental supply of services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by JC Hire to the Client.	5.5	Payment may be made by cash, electronic/on-line banking, credit card (a surcharge per transaction may apply) or by any other method as agreed to between the Client and JC Hire. JC Hire may in its discretion allocate any payment received from the Client towards any invoice that JC Hire determines and may do so at the time of receipt or at any time afterwards. On any default by the Client JC Hire may re-allocate any payments previously received and allocated. In the absence of any payment allocation by JC Hire, payment will be deemed to be allocated in such manner as preserves the maximum value of JC Hire's Purchase Money Security Interest (as defined in the PPSA) in the Equipment.	9.1		13.4	<b>Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")</b> The Client must inspect the Equipment on Delivery and must immediately notify JC Hire in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow JC Hire to inspect the Equipment.
1.5	"Hire Period" means the period between the Commencement Date and the Termination Date.	9.2	The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by JC Hire nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify JC Hire in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as JC Hire investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in JC Hire placing the Client's account into default and subject to default interest in accordance with clause 18.1.	9.2		13.5	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
1.6	"Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by JC Hire to the Client.	9.3	Unless otherwise stated the Charges does not include GST. In addition to the Charges the Client must pay to JC Hire an amount equal to any GST JC Hire must pay for any supply by JC Hire under this or any other agreement for the hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Charges. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.	9.3		13.6	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, JC Hire makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. JC Hire's liability in respect of these warranties is limited to the fullest extent permitted by law.
1.7	"Hire Schedule" means a document which JC Hire may require the Client to sign (or accept in a way JC Hire requires) including particulars of Client, Equipment and Hire Period and such other information as JC Hire may decide to require.	9.4	Receipt by JC Hire of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.	9.4		13.7	JC Hire acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
1.8	"Termination Date" means the date and time when the Client must return the Equipment to the possession of JC Hire.	10.1	<b>Additional Hire Charges</b> Additional hire Charges as set out in the Hire Schedule will apply if the Equipment is used for more than eight (8) hours per day. In accordance with clause 7, the Client will be charged for the hire of Equipment for the full Hire Period. The Client shall continue to pay the Charges and other charges after the off-hire date if the Client has not returned the Equipment to JC Hire by the end of the Hire Period. This obligation survives termination of the hire agreement.	10.1		13.8	JC Hire expressly sets out in these terms and conditions or in respect of the Non-Excluded Guarantees, JC Hire makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. JC Hire's liability in respect of these warranties is limited to the fullest extent permitted by law.
1.9	"Site" means the location/s at which the Equipment is to be operated.	10.2	Hire Charges will commence from the Hire Period and continue until the date the Client notifies JC Hire that the Equipment will be available for collection (the "Off-Hire Date"). At this time, JC Hire will give the Client a number as verification that the Client's 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 Client's hire commenced (e.g., if the Client's hire commenced at ten (10) am, then the Equipment must be ready for collection by no later than ten (10) am on the off-hire date), otherwise JC Hire reserves the right to charge additional hire Charges. The off-hire date is not considered to be the Client's notice to JC Hire that the Equipment is available for collection. Off-hire receipts will only be issued when the Equipment has been either collected by JC Hire or returned to JC Hire's premises, (including where the Client has contacted JC Hire for return freight of the Equipment).	10.2		13.9	JC Hire acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
1.10	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, drivers license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and any other contact information (where applicable), previous credit applications, credit history) and pricing details.	10.3	<b>Hire Period</b> Hire Charges shall commence from the time the Equipment departs from JC Hire's premises and will continue until the return of the Equipment to JC Hire's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs. Hire Charges shall be calculated on the following basis: (a) for the four (4) hour rate to apply the Equipment shall be returned within four (4) hours from hire commencement or twenty-four (24) hourly rates shall apply; (b) in accordance with clause 5.1, 7.1 and 7.2(a) the minimum hire Charge may be set out in JC Hire's hire shop book from time to time for each item. The date upon which the Client advises of termination shall in all cases be treated as a full day's hire. Hire rates do not include the cost of fuel, detergents, abrasives, cutting and grinding wheels, cartridges, nails etc. These items shall be purchased at the time of hire. No allowance whatsoever can be made for time during which the Equipment is not in use for any reason unless JC Hire confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies JC Hire	10.3		13.10	JC Hire acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
1.11	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using JC Hire's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	10.4	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.4		13.11	JC Hire acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
1.12	"Charges" means the cost of the hire of the Equipment (plus any GST where applicable) as agreed between JC Hire and the Client subject to clause 5 of this Contract.	10.5	<b>Access and Inspection</b> JC Hire and JC Hire's representatives have the right to enter the location at any time upon giving prior reasonable notice to the Client to inspect, maintain, repair and/or repossess the Equipment.	10.5		13.12	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, JC Hire makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. JC Hire's liability in respect of these warranties is limited to the fullest extent permitted by law.
1.13	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	10.6	<b>Title</b> The Equipment is and will at all times remain the absolute property of JC Hire, and the Client must return the Equipment to JC Hire upon request to do so. If the Client fails to return the Equipment to JC Hire as is required under this Contract or when requested to do so, then JC Hire or JC Hire's agent may (as the invitee of the Client) enter upon and into any land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. Any costs incurred by JC Hire as a result of JC Hire so repossessing the Equipment shall be charged to the Client. The Client is not authorised to pledge JC Hire's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.	10.6		13.13	If the Client is a consumer within the meaning of the CCA, JC Hire's liability is limited to the extent permitted by section 64A of Schedule 2. If JC Hire is required to rectify, re-supply, or pay the cost of re-supplying any services or Equipment under this clause or the CCA, but is unable to do so, then JC Hire may refund any money the Client has paid for the services or Equipment but only to the extent that such refund shall take into account the value of any services or Equipment and consumables which have been provided to the Client which were not defective. If the Client is not a consumer within the meaning of the CCA, JC Hire's liability for any defect or damage in the services or Equipment is: (a) limited to the value of any express warranty or warranty card provided to the Client by JC Hire at JC Hire's sole discretion; (b) limited to any warranty to which JC Hire is entitled, if JC Hire did not manufacture the Equipment; (c) otherwise negated absolutely. Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
2.	<b>Acceptance</b>	10.7	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.7		13.14	The Client shall: (a) satisfy itself at commencement that the Equipment is suitable for its purposes; (b) notify JC Hire immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification; (c) maintain the Equipment as is required by JC Hire (including, but not limited to, maintaining (where applicable) water, oil and fluid levels, hydraulic hoses and tyre pressures); (d) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by JC Hire or posted on the Equipment; (e) ensure that: (i) all persons operating or erecting 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 to operate the Equipment and shall provide evidence of the same to JC Hire upon request; (ii) the operator of any Equipment is not under the influence of alcohol or any drug that may impair their ability to operate the Equipment; (iii) all reasonable care is taken by the driver in handling and/or parking the Equipment and that the Equipment is left locked and/or securely stored when not in use. (f) be liable for any parking or traffic infringement, impoundment, towage, and storage costs incurred during the hire period and will supply relevant details as required by the Police and/or JC Hire relating to any such matters or occurrences. (g) comply with all work health and safety laws relating to the Equipment and its operation.
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts delivery of, the Equipment.	10.8	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.8		13.15	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	10.9	<b>Additional Hire Charges</b> Additional hire Charges as set out in the Hire Schedule will apply if the Equipment is used for more than eight (8) hours per day. In accordance with clause 7, the Client will be charged for the hire of Equipment for the full Hire Period. The Client shall continue to pay the Charges and other charges after the off-hire date if the Client has not returned the Equipment to JC Hire by the end of the Hire Period. This obligation survives termination of the hire agreement.	10.9		13.16	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	10.10	<b>Hire Period</b> Hire Charges shall commence from the time the Equipment departs from JC Hire's premises and will continue until the return of the Equipment to JC Hire's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs. Hire Charges shall be calculated on the following basis: (a) for the four (4) hour rate to apply the Equipment shall be returned within four (4) hours from hire commencement or twenty-four (24) hourly rates shall apply; (b) in accordance with clause 5.1, 7.1 and 7.2(a) the minimum hire Charge may be set out in JC Hire's hire shop book from time to time for each item. The date upon which the Client advises of termination shall in all cases be treated as a full day's hire. Hire rates do not include the cost of fuel, detergents, abrasives, cutting and grinding wheels, cartridges, nails etc. These items shall be purchased at the time of hire. No allowance whatsoever can be made for time during which the Equipment is not in use for any reason unless JC Hire confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies JC Hire	10.10		13.17	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
2.4	The Client acknowledges that the hire of Equipment on credit shall not take effect until the Client has completed a credit application with JC Hire and it has been approved with a credit limit established for the account.	10.11	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.11		13.18	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
2.5	In the event that the hire of Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, JC Hire reserves the right to refuse delivery.	10.12	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.12		13.19	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
2.6	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	10.13	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.13		13.20	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
3.	<b>Errors and Omissions</b>	10.14	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by JC Hire under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and	10.14		13.21	Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of: (a) the Client failing to properly maintain or store any Equipment; (b) the Client interfering with the Equipment in any way without JC Hire's written approval to do so; (c) the Client using the Equipment for any purpose other than that for which it was designed; (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (e) the Client failing to follow any instructions or guidelines provided by JC Hire; (f) fair wear and tear, any accident, or act of God.
3.1	The Client acknowledges and accepts that JC Hire shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s). (a) resulting from an inadvertent mistake made by JC Hire in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by JC Hire in respect of the Equipment hire and/or services.	10.15	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii). (b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of JC Hire; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire. JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, 118, 121(4				

# Largelawn Pty Ltd T/A JC Hire - Terms & Conditions of Hire

- (h) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to JC Hire;
- (i) return the Equipment prior to its return from hire. In the event the Equipment needs to be refuelled upon its return from hire then the costs of refuelling shall be charged to the Client in addition to the costs of the Equipment hire;
- (j) keep the Equipment in their own possession and control and shall not assign the benefit of the hire Contract nor be entitled to lien over the Equipment;
- (k) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
- (l) indemnify and hold harmless JC Hire in respect of all claims arising out of the Client's use of the Equipment.
- 15.2 The Client shall not:
- (a) alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- (b) exceed the recommended or legal load and capacity limits of the Equipment (including the recommended number of passengers (if applicable));
- (c) carry:
- (i) any animals, illegal, prohibited, or dangerous on, or in, the Equipment supplied; or
- (ii) Equipment over water without the prior written permission of JC Hire.
- (d) use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- (e) use unsuitable electric leads; or
- (f) fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold.
- 15.3 Immediately on request by JC Hire the Client will pay:
- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to JC Hire;
- (b) all costs incurred in cleaning the Equipment;
- (c) all costs of repairing any damage caused by:
- (i) the ordinary use of the Equipment;
- (ii) the negligence of the Client or the Client's agent;
- (iii) vandalism, or (in JC Hire's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client.
- (d) the cost of fuels and consumables provided by JC Hire and used by the Client;
- (e) any:
- (i) lost hire fees JC Hire would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;
- (ii) costs incurred by JC Hire in picking up and returning the Equipment to JC Hire's premises if the Client does not return the Equipment to JC Hire's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so;
- (iii) insurance excess payable in relation to a claim made by either the Client or JC Hire in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or JC Hire's.
16. **Damage Waiver**
- 16.1 The hire Charge will include a charge for the damage waiver. The damage waiver is charged at ten percent (10%) of the value of the total hire costs. Damage waiver is not insurance but is an agreement by JC Hire to limit the Client's liability in certain circumstances for loss, theft, or damage to the Equipment to an amount called the damage waiver excess fee. The damage waiver excess fee is explained in clause 16.5 notwithstanding the limitations set out in clause 15.
- 16.2 For the purpose of this clause the term "Equipment" does not include any tools, accessories, parts, grease guns, hoses, electrical cords, lights, light globes, and other similar accessories, ground engaging tools, tracks, tyres, windscreens, mirrors, glass, and perspex.
- 16.3 The Client is not required to pay the damage waiver fee from the date the Client produces 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. For the avoidance of any doubt, the Client is liable to pay the damage waiver fee for that portion of the hire period where a certificate of currency required pursuant to the clause remains outstanding ("Uninsured Period") and the Client is not entitled to any credit and/or reimbursement of the damage waiver fee charged and/or paid that relates to the Uninsured Period. The Client is responsible for any excess and any other costs associated with the Client's insurance and the Client is responsible for any shortfall in repair or replacement costs of the Equipment following payment of any amount received under the Client's insurance, including any loss JC Hire suffers as a result of not being able to hire the Equipment.
- 16.4 Where the Client has paid the damage waiver fee, JC Hire will waive its right to claim against the Client for loss, theft, or damage to the Equipment if:
- (a) for theft, the Client has promptly reported the incident to the police and provided JC Hire with a written police report;
- (b) the Client has co-operated with JC Hire and provided them with the details of the incident, including any written or photographic evidence JC Hire requires; and
- (c) the loss, theft or damage does not fall into one or more of the circumstances set out in clause 15.
- 16.5 The damage waiver excess for each item of Equipment is the amount calculated as follows:
- (a) **replacement** – where the Equipment is lost, stolen, or damaged beyond repair:
- (i) subject to clause 16.5(a)(ii), the damage waiver excess fee for each item of Equipment that is lost, stolen, or damaged beyond repair, will be the amount equal to the greater of:
- (A) five hundred (\$ 500.00) Australian Dollars + GST or;
- (B) ten percent (10%) of the new replacement cost.
- (ii) where the new replacement cost is less than five hundred (\$ 500.00) Australian Dollars, the damage waiver excess fee will be an amount equal to the new replacement cost.
- (b) **repair** – where the Equipment is partially damaged and can be repaired:
- (i) subject to clause 16.5(b)(ii), the damage waiver excess fee for each item of Equipment that is partially damaged and can be repaired will be the amount equal to the greater of:
- (A) five hundred (\$ 500.00) Australian Dollars + GST or;
- (B) ten percent (10%) of the new replacement cost.
- (ii) where the repair cost of the Equipment is less than five hundred (\$500.00) Australian Dollars, the damage waiver excess will be an amount equal to the lesser of the repair cost and the new replacement cost.
- 16.6 Even if the Client has paid the damage waiver fee, JC Hire will not waive its rights to claim against the Client for loss, theft or damage to the Equipment and the damage waiver will not apply if the loss, theft, or damage has arisen from anything referred to in clause 15.
- Cancellation**
- Without prejudice to any other remedies JC Hire may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms of hire JC Hire may repossess the Equipment as per clause 11.2, or suspend or terminate the supply of Equipment to the Client and any of its other obligations under the terms and conditions. JC Hire will not be liable to the Client for any loss or damage the Client suffers because JC Hire has exercised its rights under this clause.
- 17.2 JC Hire may cancel these terms and conditions or cancel Delivery of Equipment at any time before the Equipment is delivered by giving written notice to the Client. On giving such notice JC Hire shall repay to the Client any sums paid in respect of the Charges. JC Hire shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.3 In the event that the Client cancels Delivery of the Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by JC Hire as a direct result of the cancellation (including, but not limited to, any loss of profits).
- Default and Consequences of Default**
- 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 one half percent (2.5%) per calendar month (and at JC Hire's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes JC Hire any money the Client shall indemnify JC Hire from and against all costs and disbursements:
- (a) incurred; and/or
- (b) which would be incurred and/or
- (c) for which by the Client would be liable;
- in regard to legal costs on a solicitor and own client basis, internal administration fees, JC Hire's contract fees owing for breach of these terms and conditions; including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
- Further to any other rights or remedies JC Hire may have under this Contract, if the Client has made payment to JC Hire, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by JC Hire under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 19.2 Without prejudice to JC Hire's other remedies at law JC Hire shall be entitled to cancel all or any part of any order of the Client which remains unperformed and all amounts owing to JC Hire shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to JC Hire becomes overdue, or in JC Hire's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client has exceeded any applicable credit limit provided by JC Hire;
- (c) the Client 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
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- Compliance with Laws**
- The Client and JC Hire shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the services.
- Modern Slavery**
- For the purposes of this clause:
- (a) "Act" means the *Modern Slavery Act 2018 (cth)*
- (b) "Modern Slavery", "Modern Slavery Statement" and "Reporting Entity" have the meanings given by the Act.
- 20.3 If the Client is a Reporting Entity, it shall comply with all of its obligations under the Act.
- 20.4 Whether the Client is a Reporting Entity or not, the Client shall:
- (a) use reasonable endeavours to identify, assess and address risks of modern slavery practices in its operations and supply chains;
- (b) use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains used for the purposes of the Contract have undertaken suitable training to identify and report Modern Slavery;
- (c) use its reasonable endeavours to ensure that if at any time the Client becomes aware of Modern Slavery practices in its operations and supply chains, the Client must as soon as reasonably practicable take all reasonable steps to address or remove these practices;
- (d) provide to JC Hire a copy of any Modern Slavery Statement that it submits under the Act within seven (7) days of so doing; and
- (e) within seven (7) days of JC Hire's request (or such longer period as JC Hire agrees), provide to JC Hire any information or assistance reasonable requested by JC Hire:
- (i) concerning the Client's compliance with the Act;
- (ii) concerning the Client's operations and supply chains;
- (iii) to enable JC Hire to prepare a Modern Slavery Statement or otherwise comply with the Act; or
- (iv) to enable JC Hire to assess and address risks of Modern Slavery practices in its operations and supply chains.
- 20.5 The parties agree that in the circumstances a breach arises pursuant to this clause or the terms of the Act, the parties will try and resolve the breach by way of remediation and JC Hire will be able to terminate the Contract for any breach by the Client.
- The Client warrants that any information supplied to JC Hire is true and accurate and may be relied upon for the purposes of the Act.
- The Client shall indemnify JC Hire against any loss or liability suffered by JC Hire as a result of the Client's breach of this clause 19.
- Privacy Policy**
- All emails, documents, images, or other recorded information held or used by JC Hire is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. JC Hire 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, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively, "EU Data Privacy Laws"). JC Hire acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by JC Hire that may result in serious harm to the Client, JC Hire will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- Notwithstanding clause 20.1, privacy limitations will extend to JC Hire in respect of Cookies where the Client utilises JC Hire's website to make enquiries. JC Hire 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 Client's:
- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to JC Hire when JC Hire sends an email to the Client, so JC Hire may collect and review that information ("collectively Personal Information").
- If the Client consents to JC Hire's use of Cookies on JC Hire's website and later wishes to withdraw that consent, the Client may manage and control JC Hire's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- The Client agrees for JC Hire to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license 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 Client in relation to credit provided by JC Hire.
- The Client agrees that JC Hire may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- The Client consents to JC Hire being given a consumer credit report to collect overdue payment on commercial credit.
- The Client agrees that personal credit information provided may be used and retained by JC Hire 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 Client'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 Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Equipment.
- JC Hire may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- The information given to the CRB may include:
- (a) Personal Information as outlined in 20.3 above;
- (b) name of the credit provider and that JC Hire is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults (provided JC Hire is a member of an approved OAC External Disputes Resolution Scheme) 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 Client no longer has any overdue accounts and JC Hire has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of JC Hire, the Client has committed a serious credit infringement;
- (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- The Client shall have the right to request (by e-mail) from JC Hire:
- (a) a copy of the Personal Information about the Client retained by JC Hire and the right to request that JC Hire correct any incorrect Personal Information; and
- (b) that JC Hire does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 21.10 JC Hire will destroy Personal Information upon the Client'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.
22. **Service of Notices**
- 22.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
- (b) by leaving it at the address of the other party as stated in this Contract;
- (c) by sending it by registered post to the address of the other party as stated in this Contract;
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- (e) if sent by email to the other party's last known email address.
- 22.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- Trusts**
- If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any Trust ("Trust") then whether or not JC Hire may have notice of the Trust, the Client covenants with JC Hire as follows:
- (a) The Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
- (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the Client will not without consent in writing of JC Hire (JC Hire will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
- (i) the removal, replacement or retirement of the Client as trustee of the Trust;
- (ii) any alteration to or variation of the terms of the Trust; or
- (iii) any advancement or distribution of capital of the Trust; or
- (iv) any resettlement of the trust property.
- General**
- The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. 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.
- These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which JC Hire has its principal place of business and are subject to the jurisdiction of the courts in Marchooyde, Queensland.
- Subject to clause 14, JC Hire shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by JC Hire of these terms and conditions (alternatively JC Hire's liability shall be limited to damages which under no circumstances shall exceed the Charges).
- JC Hire may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- The Client cannot assign or licence without the written approval of JC Hire.
- JC Hire may elect to subcontract out any part of the provision services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that she has no authority to give any instruction to any of JC Hire's sub-contractors without the authority of JC Hire.
- The Client agrees that JC Hire may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for JC Hire to provide Equipment on hire to the Client.
- Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party.
- This Contract and any subsequent hire agreement between JC Hire and the Client, shall constitute as the entire agreement between JC Hire and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by JC Hire that is not embodied in this Contract.
- Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.