

1 DEFINITIONS AND INTERPRETATION

"Acceptance" and **"Accepted"** means acceptance of the Offer to Hire Form by the Hirer.

"Additional Equipment" means further goods or equipment required by the Hirer for delivery to the Site which will be separately invoiced to the Hirer and will be in addition to the Hire Fee.

"ACL" means Schedule 2 of Competition and Consumer Act 2010 (Cth) as applied under Subdivision A of Division 2 of Part XI of that Act. **"Cancellation"** means the cancellation by the Hirer of this Contract, which Cancellation must be communicated to The Owner by email or facsimile and be to that effect.

"Cancellation Fee" means x percent (0%) of the Hire Fee of the Equipment not required where the Cancellation is received by the Owner more than three (3) working Days prior to the anticipated Delivery Date to the Site or x percent (15%) of the Hire Fee of the Equipment not required if within three (3) working Days of the anticipated Delivery Date of the Equipment to the Site. If cancellation is received on the date of delivery/pick-up the minimum hire fee (65% of hire fee) will be charged in full and the deposit will not be refunded.

"COD" means cash on delivery to site or pick-up from Southside Enterprises Pty Ltd Depot.

"Contract" means the Contract between the Owner and the Hirer for the hiring of the Equipment the Terms of which are fully set out in these Standard Terms and Conditions and in the Offer to Hire Form and any special conditions.

"Day" means a calendar day commencing immediately on midnight and finishing immediately before the next midnight.

"Day Rate" means equipment is charged based on operating a maximum of 10 hours per day, unless otherwise specified in Offer to Hire.

"Delivery Address" means, except where otherwise stated in the Special Conditions or in the Offer to Hire Form, the Site.

"Deposit" means the amount stated in the Offer to Hire Form as a deposit.

"Dry Hire" means the hiring of the Equipment to the Hirer without the provision of persons to operate the Equipment.

"Duty" means any duty payable under any State or Territory legislation in respect of the hiring of the Equipment to the Hirer under this Contract.

"Equipment" or **"Plant"** means collectively all the goods and equipment described in the Offer to Hire Form and separately each item of the goods and equipment designated in the Offer to Hire Form and includes all additional Equipment.

"Essential Term" means any term stated in writing to be an Essential Term and any term which, by its nature and importance, one or other of the parties would not enter into this Contract without that term being included.

"Facilities" means all electrical services, scaffolding, lighting, awnings and other requirements necessary in order to facilitate the proper and safe installation and use of the Equipment on the Site.

"GST" means Equipment and Services Tax as defined in *A New Tax Act (Equipment and Services) 1999* (Cth).

Hirer "Effective Control" means actual physical control and use of the Equipment at relevant times. Where the Equipment is provided to the Hirer on a Dry Hire basis, it will be deemed to be under the Effective Control of the Hirer. Where the Equipment is provided to the Hirer on a Wet Hire basis, it will be deemed to be under the Effective Control of The Owner.

"Hire Fee" means the fee exclusive of GST which the Hirer has by this Contract agreed to pay to The Owner for the hire of the Equipment for the Period of Hire.

"Hirer" means the company or person described in the Offer to Hire Form as "the Hirer" and includes where applicable its lawful successors and assignees.

"Hire agreement" means the agreement between the owner and the hirer to hire the plant on the terms and condition set out in the hire agreement schedule and these terms and conditions.

"Hire charges" means the charges and rates as set out in the Offer to Hire in respect of the equipment.

"Manufacturer" means in respect of each item of Equipment the identified Manufacturer of that item of Equipment.

"Offer" means the offer to hire the Equipment to the Hirer.

"Owner" means Southside Enterprises Pty Ltd and any successors and assignees.

"Owner's Premises" means the premises where the Owner stores the Equipment.

"Period/Term of Hire" means the period for which the Equipment is hired by the Hirer as specified in the Offer to Hire Form, being the period commencing on the delivery of the Equipment to the Site, being the Delivery Address as stated in the Offer to Hire Form and expiring on the Collection Date as stated in the Offer to Hire Form.

"Services" means the provision of labour by the Owner (its servants, agents or lawful contractors) including but not limited to labour for production planning, event management, Equipment delivery, set-up, operation, pack-down and collection.

"Site" means the designated place, venue, or location at which the Equipment is to be delivered to and at which place the Hirer is to take possession of the Equipment.

"Special Conditions" means the special conditions (if any as set out in the Offer to Hire Form).

"Terms" means these Standard Terms and Conditions which will always be sent with the Offer to Hire Form together with any Special Conditions set out and the Offer to Hire Form itself.

"Venue" means the place where the Equipment is to be used by the Hirer

In this hire agreement, unless the context otherwise requires:

PPSA means the Personal Property Securities Act 2009 (Cth) (as amended) and any other legislation and regulations in respect of it

"Weekly rate" means equipment is charged based on operating a minimum of 10hrs/day, 6 days per week, unless otherwise specified.

"Wet Hire" means the hiring of the Equipment and the provision of persons to operate the Equipment and provide the Services in respect thereto.

- 1.1 If a provision of the Contract is illegal or unenforceable:
 - (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
 - (b) in any other case, the whole provision is severed, and the remainder of the Contract continues in force.
- 1.2 These Terms and Conditions of Hire apply to and are incorporated into the Contract.
- 1.3 In the event of any conflict or inconsistency between the Contract documents then the priority of the Contract documents is as follows: Offer to Hire Form; Terms and Conditions of Hire.

2 OFFER AND CONTRACT

- 2.1 Unless otherwise stated, the Offer terms are valid and open for acceptance by the Hirer for 72 hours from the date thereof.
- 2.2 After the time in 2.1 has passed, the Owner cannot guarantee the availability of the Equipment in the Offer to Hire Form.
- 2.3 The Owner can withdraw the Offer by email, fax or letter to the Hirer at any time before acceptance is received by the Owner.
- 2.4 Any Offer given by the Owner is not an offer to sell, hire purchase agreement or leasing agreement that contains an option to purchase the Equipment. The relationship between the Owner and the Hirer is limited to a relationship of owner and bailee in respect of the equipment.
- 2.5 The Hirer acknowledges that the Owner is the sole exclusive owner of the Equipment and the Additional Equipment.
- 2.6 The date of the Contract shall be the date that Acceptance is communicated to the Owner.

3 PAYMENT TERMS, DELIVERY, QUANTITIES

- 3.1 In consideration of the payment of the Hire Fee, the Owner shall supply the Equipment and Services to the Hirer in accordance with the Contract.
- 3.2 Unless otherwise specified in the Contract, payment of the Hire Fee is due on the date of delivery of the Equipment and payment of the Hire Fee is an Essential Term.
- 3.3 Subject to any credit arrangement, the hirer must pay in full all hire charges and any other amounts due in accordance with these terms and conditions within 30 days from the date of invoice.
- 3.4 The owner reserves the right to review and alter the hire charges, with due cause, at any time during the hire period.
- 3.5 The Owner will make every reasonable effort to ensure the correct operation of the Equipment but the Hirer acknowledges that the Owner is not responsible for any damage caused in any way by any other device(s) which are in any way operating in conjunction with the Equipment, which may not be in a sound operating condition.
- 3.6 Where the Contract does not specify a date of delivery of the Equipment or the provision of the Services, the Owner shall deliver the Equipment within a reasonable time of the date of the Contract.
- 3.7 A late payment fee on outstanding invoices is chargeable at a rate of 10% per annum of the invoice value per every 30 days' overdue period.
- 3.8 All charges and expenses payable by the hirer under this agreement are due on demand by the owner including any collection costs and reasonable legal fees incurred by the owner.

4 HIRE PERIODS AND RATES

- 4.1 A standby rate/half day rate of hire is based on 65% of the day rate and is the minimum period of hire applicable if no other minimum hire period has been specified.
- 4.2 The daily rate of hire is based on a 10 hour/single shift day, Owner must be notified of work schedules and will increase daily rate for 24 hour/double shift operations.
- 4.3 The chargeable normal hire period is based on a minimum of 7 days per week unless otherwise agreed to by a Southside Hire representative in writing.
- 4.4 A minimum of the daily rate applies if the hirer fails to notify the owner within 24 hours of the non-use of the equipment.
- 4.5 Early hire termination, shall not release the hirer from its obligation to pay the minimum hire which shall be payable in full on termination.

5 GOODS & SERVICES TAX

- 5.1 But for this clause 4, all prices and amounts expressed or described by the Owner in the Contract, verbally or in writing are GST exclusive prices.
- 5.2 The price for the supply of the Equipment and Services and any other things by the Owner to the Hirer is increased by the amount of the GST liability that the Owner incurs in making the supply and that amount is payable at the same time as the consideration that is payable in respect of that supply before that increase.
- 5.3 The Owner will provide the Hirer with a tax invoice at the time the Equipment is delivered under the Contract, or on request.

6 WARRANTIES AND EXCLUSIONS

- 6.1 The Owner shall not be liable for any consequential, indirect or other loss or damage, including without limitation loss of profit, revenue, market share, goodwill, anticipated savings, lost business opportunity, lost investment opportunity or lost opportunity to sell any thing arising as a result of any negligence, breach of the Contract, or breach of any other law, unless specified in the Contract. The Owner's liability for any negligence, breach of the Contract, or breach of any other law, is limited to the repair or replacement of the Equipment or an amount equivalent to twice the Hire Fee, whichever is the greater.
- 6.2 Except as stated in the Contract, the Owner does not warrant that the Equipment or Services are fit for any purpose made known by the Hirer or any purpose, or that the Equipment are of merchantable quality and all other rights or warranties implied by statute, at law or in equity are excluded, but where the Hirer is entitled to a statutory right (including under the ACL) that may not be excluded but may be limited, then the Owner's liability is limited to the cost of providing such Equipment again, the cost of obtaining equivalent Equipment to provide, or the cost of repairing the Equipment, or supplying the Services again, at the Owner's discretion provided that in all such cases freight costs and costs of re-supply shall be borne by the Hirer.
- 6.3 The Owner is not liable for any representation, warranty, condition or term whether express or implied or written or verbal unless it is specified in the Contract.

7 EQUIPMENT

- 7.1 The Equipment will at all times remain the property of the Owner. The Hirer has no legal or equitable interest in the Equipment or any part thereof. The Hirer's possession of the Equipment (upon delivery) will be as a bailee for the Period of Hire and thereafter at will.
- 7.2 Upon delivery, the Equipment must be inspected by the Hirer to determine whether the Equipment delivered is complete in accordance with the Contract and is in good order and working condition. Unless otherwise stated in the Special Conditions, the Hirer will on completion of the inspection be deemed to have satisfied itself that the Equipment as a whole is suitable, fit and merchantable and capable of meeting all the requirements of the Hirer.
- 7.3 Any shortages or malfunctioning of the Equipment must be notified by the Hirer to the Owner, in writing, within 24 hours of delivery.
- 7.4 Where the Hirer is in Effective Control of the Equipment, then the Hirer is a bailee of the Equipment. In addition to all duties imposed at law upon bailees, it is an essential term of the Contract that the Hirer will:
 - (a) At all times exercise all reasonable care and diligence in the use of the Equipment in accordance with Manufacturer's specifications;
 - (b) Where the Hirer has responsibility to return the Equipment, it must return it in good order and working condition to the Owner at the Delivery Address on or prior to the expiration of the Period of Hire;
 - (c) Equipment must be delivered and returned to the owner during normal hours of trading as such address provided by the hirer in the hire agreement. Contact Southside Enterprises on 9417 2553 or email to admin@southsideenterprises.com.au for off hire address.
 - (d) Where the Owner is to collect the Equipment at the expiration of the Period of Hire, the Hirer must make it available for collection in good order and working condition at the Delivery Address;
 - (e) The owner and the hirer may agree that plant be picked up by or delivered to the owner outside normal hours of trading provided that the owner receives 3 days' notice;
 - (f) If the owner and the hirer agree pursuant to clause 7.4 (e), the owner

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- is entitled to charge the final invoice a nominal call-out fee of \$65.00.
- (g) The hirer must not allow nor authorise any other person or entity to use, on-hire or have possession of the plant at any time unless expressly agreed to by the owner in writing. The hirer must not allow nor authorise any other person or entity to use, on-hire or have possession of the plant at any time unless expressly agreed to by the owner in writing.
 - (h) The hirer agrees that before accepting the plant, the hirer has satisfied itself as to the suitability, condition and fitness for purpose of the plant for the job the hirer intends to use it for. The owner makes no representations and gives no guarantee or warranty that the plant is suitable for the hirer's intended purpose.
 - (i) The hirer must inform the owner prior to accepting delivery of any equipment, if the equipment is going to be used in any environment, which may cause parts of the equipment to wear at an excessive rate. The owner may change the hire charges if the equipment is used in such an environment.
 - (j) Whenever moving the plant, the hirer must ensure safe loading, securing and transporting of all plant in accordance with all laws and manufacturer's guidelines. The hirer must observe any safety directions advised by the owner and the manufacturer.
 - (k) Not tamper or in any way interfere with, or repair or attempt to repair the Equipment;
 - (l) Be responsible for all accidental damage to the Equipment, save and except where such damage is caused by the Owner;
 - (m) Be responsible for all loss or damage to the Equipment occasioned by theft, malicious damage, or other unlawful act, save and except where such loss or damage occurs when the Equipment is under the effective control of the Owner;
 - (n) At no time during the Period of Hire part with possession of the Equipment or in any way deal with it in a manner inconsistent with the rights of the Owner as owner;
 - (o) Ensure that the Equipment is secure at all time and where being stored in unlocked premises, supply such security measure to ensure that the Equipment is secure at all times;
 - (p) Keep the Equipment safe at all times during the Period of Hire;
 - (q) Not remove or deface any label, Manufacturer's serial numbers or other marks identifying the Equipment and/or The Owner's ownership of the Equipment;
 - (r) Not permit any person to improperly use the equipment.
- 7.5 In the event that the Equipment or any part of it is lost, stolen or damaged during the Period of Hire in circumstances where the Hirer bears responsibility under these Terms, the Hirer will be liable to the Owner and will indemnify it for the cost and expenses of the replacement of such lost or stolen Equipment and/or for the replacement of Equipment which, in the sole determination of the Owner, is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged equipment.
- 7.6 In the event that the Hirer fails or refuses for any reason whatsoever to return or make available for collection all the Equipment to the Owner at the expiration of the Period of Hire, then the Hirer will be in breach of an essential Term of this Contract and without prejudice to any other rights which the Owner may have, either pursuant to these Terms or at law, the Hirer will be liable to pay the Owner on a day-rate basis for the hiring for Equipment for such further period of time.
- 7.7 For the purposes of clause 7.6 above, such further period of time will commence at the expiration of the Period of Hire and conclude at the earliest to occur of, the date when the Equipment is returned to The Owner in good working order and condition or the date when the Owner receives from the Hirer full monetary compensation for the loss or damage to the Equipment. The loss or damage to the Equipment will be the replacement cost of the Equipment at that time or, where the Equipment cannot be replaced, the cost of new substitute Equipment that can substantially be used for the same purpose as the lost damaged or destroyed Equipment. In addition, the Hirer fully indemnifies the Owner for any other liability, loss or cost that the Owner might sustain as a consequence of the Owner being unable to meet any other contractual obligation to supply that Equipment (or any other item thereof) to any other person
- 7.8 Risk in the Equipment shall pass to the Hirer at the time of delivery.
- 7.9 A cleaning fee will be charged to the Hirer at a rate of \$125.00 for the

first hour and \$75.00 per hour thereafter for any equipment that requires cleaning upon return.

- 7.10 A late fee of \$20 per hour applies for late return of Equipment.

8 EQUIPMENT OPERATOR

The hirer must ensure that the equipment is only operated by a suitably experienced and qualified person who must operate the equipment in accordance with the manufacturers' recommendations. Operator is to be tested by the hirer to be suitable to operate equipment in a safe and prudent manner having regard to prevailing operating conditions.

9 PLANT BREAK DOWN/REPAIRS

- 9.1 If the equipment breaks down or becomes unsafe to use during the hire period, the hirer must:
- (a) Immediately stop using the equipment and notify the owner;
 - (b) Take all necessary steps to prevent any further damage to the equipment; and
 - (c) Not repair or attempt to repair the equipment without the owner's written consent.
- 9.2 All breakdown repairs electrical hydraulic hoses, fuel and oils leaks will be carried out by the owner at the cost of the hirer and charged to the hirer's account.
- 9.3 The owner has the right to carry out any repairs to the equipment on site
- 9.4 If the owner and the hirer agree that the hirer carries out the repairs on behalf of the owner:
- (a) The Hirer must send the owners separate invoice; and
 - (b) Any amount for the repairs must not be deducted from the hirer's hire payment.

10 LOST HIRE

If the Hirer damages any of the equipment, the hirer must pay the owner (in addition to the cost of repairs) a minimum of 50 hours per week (as part thereof) as dry hire rates while the repairs are being carried out.

11 INSURANCE REQUIREMENTS

- 11.1 The hirer agrees to maintain the following policies of insurance from the commencement of the hire agreement until the equipment is returned to the owner:
- (a) Direct physical loss and/or damage to the equipment for an amount to be advised by the owner; and
 - (b) Public liability insurance for a minimum of \$10,000,000.00 including the interest of the owner.
- 11.2 The hirer agrees that it is responsible for any damage caused to the plant whatsoever which is not covered by the insurance policy and to reimburse the owner for any such damage caused to the equipment.
- 11.3 The Hirer is responsible for any theft, loss or damage to the equipment and any attachments, tools and accessories while on hire irrespective of how the theft, loss or damage occurred.

12 MOBILISATION AND DEMOBILISATION

The hirer is responsible for all transport costs of equipment.

13 CONDITION OF RETURN

- 13.1 The equipment shall be returned from hire with a full tank of fuel. If not completed, the hirer will charge \$2.50/litre to refuel the equipment.
- 13.2 If the equipment is not in an excellent condition, photographic evidence must be taken and sent to the owner.
- 13.3 Photos and pre/post start checklist must be signed and emailed to the owner on admin@southsideenterprises.com.au immediately off hire.
- 13.4 It is the hirer's responsibility to inspect the equipment at the conclusion of the hire and to satisfy itself that the equipment is in a clean and serviceable condition.

14 PPSA

- 14.1 The Hirer acknowledges that under the Personal Property Securities Act 2009 (Cth) (PPSA) clause 6 of these Terms and Conditions of Hire creates a security interest in the Equipment that is registrable under the PPSA and that the Owner intend to register their security interest on the Personal Property Security Register. The Owner may exercise its rights under the PPSA and its rights under clause 9.2 are in addition to and not limitation of the Owner's rights under the PPSA.
- 14.2 This Contract is a security agreement for the purposes of the PPSA.
- 14.3 The Hirer consents to the Owner doing such things as required by the Owner and as required by the PPSA, for the purpose of the Owner

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registering its security interest in the Equipment on the Personal Property Securities Register.

- 14.4 The Hirer shall do such further acts and things and sign such further documents as are reasonably necessary to register the Owner's security interest in the Equipment under the PPSA, and the Hirer appoints the Owner as its attorney to sign such further documents as may be so required.
- 14.5 The parties agree to exclude the operation of ss. 95, 121(4), 130, 132(3)(d), 132(4), 135 and 143 of the PPSA. The Hirer waives its right under s.157 of the PPSA to receive notice of any verification of any registration.
- 14.6 Words and phrases defined in the PPSA have the same meaning in these conditions

15 SERVICES

15.1 Where the Owner provides Services for a Hirer at a Site, each of the following are Essential Terms of this Contract, which the Hirer must comply with. The Hirer must:

- (a) Ensure that the Owner is able to access the Site at all times specified by the Owner and at all other reasonable times so as to enable the Owner to provide the Services;
- (b) Ensure that the Equipment when installed remains in place at the Site for the Period of Hire and that the Site is not required for any other purpose which would require the Equipment to be dismantled and re-installed or which may put the whole or any part of the Equipment at risk of being lost damaged or destroyed;
- (c) Ensure that all access to the Site is given to the Owner and that such time as is required by the Owner is available at the conclusion of the Period of Hire to enable the Owner to dismantle and remove the Equipment from the Site;
- (d) Do all such things as are necessary to discharge the Hirer's obligations under all applicable Occupation Health and Safety legislation, regulations and codes of practice so as to ensure that the Site and the Equipment as installed are safe and free from defects and dangerous conditions;
- (e) Ensure that where the Equipment is being Installed on any structure or held in place by any structure that the structure is capable of holding the weight of the Equipment and that the structure is properly erected so as to be safe and so as to take the anticipated loads involved in holding the Equipment;
- (f) Ensure that the Site is safe for all of the Owner's employees and contractors to carry out the services required of the Owner under this Contract.

15.2 Where in the Details of Equipment to be Hired it states that the Owner will deliver the Equipment to the Site, then the Owner is responsible for the Equipment until it is delivered to the Hirer at the Site. Where in the Details of Equipment to be Hired it states that the Hirer will collect the Equipment from the Owner and the Hirer will deliver it to the Site, then the Hirer is responsible for the Equipment as and from the time the Hirer collects the Equipment from the Owner's Premises

15.3 The Hirer acknowledges that the Owner may in providing the Services be dependent upon other contractors preparing the Site for the Equipment or its installation. The Owner will not be liable for any delay in installing the Equipment or for providing the Services where such delay is a consequence of any act or omission on the part of such external contractors

15.4 Except where the Owner has expressly agreed to provide any Facilities, it is the exclusive responsibility of the Hirer to ensure that:

- (a) The Site is safe for the Installation and use of the Equipment;
- (b) All required Facilities are available and are in place, are safe and in good working order;
- (c) The Site is safe for the provision of the Services

16 DEFAULT EVENTS

16.1 The Hirer will be in default if:

- (a) It breaches any of its obligations under this Contract and fails to remedy such breach within seven (7) days of being requested by the Owner to do so;

- (b) It breaches any Essential Term of this Contract;
- (c) Where the Hirer being a corporation is insolvent, is wound-up or goes into liquidation or has an administrator appointed to it or has a receiver appointed over any of its assets;
- (d) Where the Hirer is a natural person, he or she is or becomes insolvent or makes an assignment for the benefit of his or her creditors or commits an act of bankruptcy under the *Bankruptcy Act* 1966 or is declared bankrupt.

16.2 On the happening of a Default Event the Hirer gives the Owner permission to, without prejudice to any of its other rights either under these Terms or at law and without previous notice to the Hirer, enter any premises where the Owner believes the Equipment to be stored or located, to retake possession and the Hirer hereby agrees not to make any claim or bring any action against the Owner as a result of the re-possession of the Equipment.

16.3 The Hirer agrees to indemnify the Owner and keep the Owner indemnified against any loss or liability expense or cost which might be incurred by the Owner in entering upon the premises and taking possession of the Equipment or any item thereof. Such indemnity covers any liability to any third party for trespass or for damage to the premises occasioned through the entry upon the premises, the re-possession of the Equipment or its removal from the premises.

17 LIMITATION OF LIABILITY

17.1 The liability of the Owner is limited as follows:

- (a) The Owner is not liable to the Hirer for any loss or damage which the Hirer might sustain as a consequence of the Hirer ordering the wrong Equipment or insufficient quantities of the Equipment or where the Equipment is hired for a purpose which is outside of the Equipment's specifications.
- (b) The Owner is not liable for any damage or loss suffered by the Hirer as a consequence of any late Delivery of the Equipment to the Site if Acceptance is communicated to the Owner within 5 days of the anticipated Date of Delivery.
- (c) The Owner will have no liability to the Hirer if it is the responsibility of the Hirer to prepare the Site for the Delivery and Installation of the Equipment or where it is the responsibility of the Hirer to provide the Facilities and at the time of Delivery of the Equipment to the Site, the Site is not so prepared or the Facilities or any of them are not available or unsuitable.
- (d) The Owner has no liability to the Hirer for any damage or loss which the Hirer might sustain where the cause of that damage or loss is the negligence of the Hirer or any of its servants, agents or contractors.
- (e) Where it is the responsibility of the Hirer to ensure that the Site is safe and that the facilities are safe, then the Hirer indemnifies the owner against any liability to any third party who suffers injury, loss or damage where such injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on the part of the Hirer to ensure that the Site is safe.

18 CANCELLATION AND CANCELLATION FEE

18.1 The Hirer may cancel the Contract by giving notification of the cancellation to the owner. Upon receipt of such cancellation, the Owner has no further obligation to deliver the Equipment, the subject of the cancellation, to the Site.

18.2 The cancellation sent by the hirer must clearly identify each and every item of the equipment which the hirer no longer requires.

18.3 The Owner may invoice the Hirer in accordance with the cancellation Fee in Clause 4.4. The Hirer agrees and acknowledges that it must pay the cancellation fee in full as invoiced by the owner.

19 DEPOSIT

19.1 The Owner may require the Hirer to pay to the Owner a Deposit in respect of the Equipment to be Hired. Unless The Owner waives the Deposit in writing, no Acceptance by the Hirer will be effective unless and until the Deposit is received.

19.2 If the Hirer Cancels the Contract, The Owner may apply such Deposit as a credit against any such Cancellation Fee.

20 PRIVACY

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- 20.1 If the Owner considers it relevant to assess an application by the Hirer for commercial credit, the Hirer agrees to the Owner obtaining from a credit reporting agency a credit report containing information about the Hirer's personal credit worthiness and activities.
- 20.2 The Hirer agrees that the Owner may obtain a consumer credit report about the Hirer from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed.
- 20.3 The Hirer agrees that the Owner may give to and seek from any credit providers as the Owner may choose information about the Hirer's credit arrangements including any information about the Hirer's credit worthiness and activities, that credit providers are allowed to exchange under the *Privacy Act 1988*.
- 20.4 The Hirer understand the information may be used for the following

purposes:

- (a) to assess an application by the Hirer for credit;
- (b) the fact that the Hirer has applied for credit and the amount;
- (c) to exchange information with other credit providers as to the status of this credit facility where I am/we are in default
- (d) with other credit providers;
- (e) to assess the Hirer's creditworthiness.

21 APPLICABLE LAW

This Contract shall be deemed to have been made in Western Australia and is governed by the law of Western Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia

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