GO HIRE SITE RENTALS

9-11 West Dapto Rd
Kembla Grange
(Corner Princes Hwy)

Phone:
02 4272 7777
Email: siterentals@gohire.au

Go Hire Site Rentals - TERMS & CONDITIONS OF HIRE

1. Definitions

a. **Business Day** means a day on which the banks are open for operation in Sydney, New South Wales and excludes a Saturday, a Sunday and a public holiday.
b. **Delivery / Pick Up docket** means the acknowledgement of delivery or collection of equipment to the hirer
c. **Equipment** means any item of plant and equipment listed in the Hire Schedule, including accessories.
d. **Fair Wear and Tear** means deterioration to the equipment which could be reasonably expected to occur during the Hire Period under normal operating conditions, where the Equipment is operated by a reasonably competent operator, having regard to the condition, age, existing wear and other specific characteristics of the Equipment as at the commencement of the Hire period, but excludes deterioration to the Equipment caused by use in Harsh Environments.
e. **Harsh Environments** includes:
    i. Sites with exposure to salt water;
    ii. manufacturing Sites;
    iii. mine Sites or prospective mine Sites;
    iv. Sites that consist of underground projects; and
    v. Sites with offshore locations.
f. **Hire Agreement** means the agreement as defined in clause 3.3 of these Terms and Conditions.
g. **Hire Cost** means the cost for the hire of the Equipment and/or provision of transport and Services for the Hire Period as set out in each Hire Schedule, including any extension to or variation thereof.
h. **Hire Documents** means the Delivery Docket, the Hire Schedule and such other documents as the Owner may require in its absolute discretion.
i. **Hire Schedule** means a document (signed or unsigned) in such form as determined by the Owner in their absolute discretion that sets out the Equipment being hired and any Services or Transport to be provided to the Hirer, including the particulars of the Equipment and/or Services, the Hire Period, the Hire Cost and such other information as the Owner may decide to include.
j. **Hire Period** means the period commencing on the Start Date and terminating on the Offhire Date or Return Date pursuant to the Hire Agreement.
k. **Hirer** means the person or entity hiring the Equipment and/or requesting the Services from the Owner as identified in the Hire Schedule.
l. **Offhire Date** means the date in the Hire Schedule that the Hirer communicates to the owner that the equipment is no longer required.
m. **Owner** means Tk Operations Pty Ltd trading as GO HIRE Site Rentals of 9-11 West Dapto Road, Kembla Grange NSW 2526.
n. **Parties** means the Owner and the Hirer.
o. **Purchase Order** is any order from, or documents supplied to The Owner in regards to ordering equipment.
p. **Return Date** means the date on which the equipment is returned to the physical possession of the Owner.
q. **Start Date** is the earlier of:
    i. The date of which the Hirer takes possession of the equipment and
    ii. The date of which the owner delivers the equipment to the Hirer
r. **Services** means any services requested of the Owner by the Hirer, including but not limited to delivery, collection, transport and tradesman services.
s. **Site** means any location in which the Hirer installs, places or keeps the Equipment.
t. **Terms and Conditions** means these terms and conditions of hire.

u. **Theft & Damage Waiver Fee** means the damage waiver fee described in clause 9 of these Terms and Conditions.

2. Interpretation - In these Terms and Conditions, unless context requires otherwise:

a. headings are for convenience only and shall not affect interpretation;
b. words denoting the singular include the plural and vice versa;
c. words denoting individuals include corporations and vice versa;
d. words denoting any gender include all other genders;
e. references to clauses, annexures and schedules are references to clauses, annexures or schedules of these Terms and Conditions;
f. references to any document or agreement (including these Terms and Conditions) include references to such document or agreement as amended, novated, supplemented or replaced from time to time;
g. references to any party to these Terms and Conditions or any other document or agreement include its successors or permitted assigns and where a party comprises more than one person or company the obligations imposed upon that party shall be imposed upon each of the said persons or companies jointly and each of them severally; and
h. "includes" in any form is not a word of limitation.

3. Hire Agreement

3.1 An Agreement is formed on the provision of a Hire Schedule to the Hirer by The Owner ("the Hire Agreement").

3.2 The Hire Agreement consists of:

a. these Terms and conditions;
b. A commercial credit application;
c. the Hire Schedule; and
d. any Special Conditions required by The Owner, which are specific to the type of Equipment The Hirer has hired; and for the avoidance of doubt, a reference to the Hire Agreement shall include a reference to any one or more of those documents outlined in clause 3.2(a) to (d) inclusive as the case may be.

3.3. The Hirer must review the Hire Agreement on receipt and unless they notify the Owner that it disagrees with anything in the Hire Agreement prior to the Start Date, the terms of the Hire Agreement will be deemed to have been agreed to by the Hirer.

3.4 Any terms contained in any document supplied by The Hirer, including any terms in the Hirer's purchase order, will not form part of the Hire Agreement.

3.5 Nothing in the Hire Agreement or any other document obliges the Owner to Provide or continue to provide the Equipment or Services to the Hirer

3.6 These Terms and Conditions apply to all equipment hired by the Hirer.

4. Hire of Equipment

4.1 Subject to clause 3, the Owner will allow the Hirer to take and use the Equipment for the Hire Period.

4.2 Any request for an extension of the Hire Period must be communicated to the Owner in writing and may be granted or refused by the Owner in their absolute discretion. The Hirer will be responsible for any additional fees payable in connection with any such extension.

4.3 If the Hirer fails to return the Equipment to the Owner on the Offhire Date and in accordance with the Hire Agreement, the Hirer shall pay a fee calculated on a daily basis for each day following the Offhire Date until and including the date on which the Equipment is returned to the Owner.

4.4 The Hirer acknowledges and agrees that:

(a) it accepts the Equipment in its present condition and that the Owner makes no warranties or representations as to the suitability of the Equipment for the Hirer's intended use and the Hirer must rely on its own enquiries as to use and suitability.
(b) from the Start Date the risk of loss or damage to the Equipment passes to the Hirer; and
(c) subject to clause 5, the Hirer will return the Equipment to the address of the Owner on or before the Offhire Date and that its failure to do so will constitute criminal theft and may be immediately reported to the police.
(d) they shall notify the owner at the conclusion of the hire period that all equipment is ready for collection. Failure to provide this notification will result in continued applicable charges (daily/weekly/monthly) for the equipment. Quoted dates or packaged periods do not serve as notification of the expected collection date.

5. Transportation, Installation, Collection & Ongoing Hire Responsibilities

5.1 If the Hirer requests that the Owner deliver the Equipment at the Start Date or collect the Equipment on the Offhire Date, the Hirer shall pay the Owner's costs for such delivery and/or collection including but not limited to all tolls, levies, fuel and consumables.

5.2 The Owner will use its best endeavours to deliver the Equipment by the agreed time but will not be liable to the Hirer for a late delivery, non-delivery or any associated loss or damage due to a late or non-delivery.

5.3 The Hirer acknowledges and agrees that the cost of delivery and/or collection may vary and is subject to availability of cost-effective transport services and any time constraints imposed on delivery and/or collection.

5.4 Delayed Delivery - The Hirer may delay the date for delivery of the Equipment up to fourteen (14) days without paying the Hire Cost. The Hirer will be charged the Hire Cost for any delay over fourteen (14) days.

5.5 Traffic control - Unless otherwise agreed by the Owner in writing, any required traffic control is to be implemented and provided by the Hirer at the Hirer's sole expense.

5.6 Services - The Hirer is responsible for the connection & disconnection of all services including, but not limited to water, sewer, power, phone etc.

5.7 Levelling of buildings - Unless otherwise agreed by the Owner in writing, the Hirer is responsible for levelling & removing any materials in conjunction with levelling, footings, piers etc. The Hirer is responsible for ensuring that any portable building is firmly fixed to foundations or securely anchored to the ground during the Hire Period.

5.8 Access stairs & landings - Unless otherwise agreed by the Owner in writing, the Hirer is responsible for supply, installation & removal of any access stairs and/or landings.

5.9 Craning on Site - Unless otherwise agreed by the Owner in writing, the Hirer is responsible for all crane and dogmen required for the installation, erection and use of the Equipment and all associated costs and expenses.

5.10 Cleaning - The Hirer is solely responsible for the cleaning and decontamination of the Equipment prior to returning the Equipment to the Owner. If the Equipment or any part thereof is returned to the Owner in a dirty condition and requires more than a basic wash and wipe or if there is graffiti, paint stains, resins, concretes or other residue, etc on any part of the Equipment the Hirer shall pay the Owners costs incurred to clean the Equipment

5.11 Site inductions -Unless otherwise agreed by the owner in writing all required site inductions for The Owners staff and any subcontractors will be charged at a rate of $99.00 per person per hour.

5.12 Pegging of Equipment (on request) -

a. The Hirer is responsible for any loss or damage to any underground services.
b. The Hirer must notify the Owner of the location(s) of any underground services prior to any installation of the Equipment.

5.13 Site Approval - The Hirer, at its sole cost, shall obtain all necessary approvals and clearances from councils and other statutory authorities.

5.14 Building Codes - The Hirer is responsible to comply with all relevant and applicable building laws, codes, standards and practices.

5.15 Test and Tag - The retesting and tagging of any Equipment will be sole responsibility of the Hirer. The Owner will provide an initial test and tag at the Start Date.

5.16 Wear and Tear Parts - The Hirer is responsible for the replacement of all wear and tear parts, including but not limited to cisterns mechanisms, light globes, fuses, circuit breakers during the Hire Period. All such works must be completed in a proper and workmanlike manner. The Hirer shall be responsible for any damage arising from improper works and will be responsible for the Owner's reasonable costs of repair or replacement of any damage or damaged parts.

5.17 Site Access - The Hirer shall ensure that access to and egress from the Site is adequate to suit delivery/collection and servicing of the Equipment. The Hirer is responsible for all costs and expenses incurred for any damage if adequate site access is not provided.

6. **Cancellation Policy –** Unless otherwise agreed by the Owner in writing, The Hirer must immediately pay to the Owner, a cancellation fee equal to 50% of the Hire Costs if the Hire Agreement is cancelled for any reason, including whether or not such reason is within the Hirer's control, within 48 hours of the Start Date.

7. **Rescheduling request** – The Hirer may request to reschedule or change the Hire Period and the Owner in its full discretion may agree or reject to this request and may impose such additional conditions as it thinks necessary.

8. **Payment**

8.1 The Hirer must pay the Hire Cost and any other amount payable in accordance with the Hire Agreement immediately on request by the owner(unless otherwise agreed by the owner in writing).

8.2 Where the Hirer varies, alters, adds or omits all or part of the Equipment and/or the Services, the Hirer agrees to pay all such costs and expenses associated with such variation, alteration, addition or omission.

8.3 The Hirer must pay all Hire costs on:

a. the date demanded or requested by the Owner; and
b. the date specified in the Owner's tax invoice as the due date for payment, without any set-offs or deductions.

8.4 The Owner may charge the Hirer a fee for accepting payment by credit card.

8.5 The Owner reserves the right at any time without notice to revise the any fees and charges related to the Hirer's lease of the Equipment and/or provision of Services by the Owner.

8.7 GST

a. Words defined in the GST Law have the same meaning as clauses in these Terms and Conditions about GST.
b. A recipient of a taxable supply under the Hire Agreement must pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under the Hire Agreement, without deduction or set off of any other amount, and must make that payment within fourteen (14) days of a written request by the supplier for payment of the GST.
c. Each Party making a taxable supply under the Hire Agreement must issue a tax invoice to the other Party for each taxable supply within a reasonable time after making the taxable supply.

d. If a Party is liable to make a payment under an indemnity or is required to reimburse a Party for a cost on which that other Party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that Party can obtain an input tax credit).

8.8 Credit Applications

a. The Hirer may apply to establish an ongoing credit facility account with the Owner.
b. For this purpose, the Hirer must submit an application for a credit facility account in the form required by the Owner from time to time.
c. The Owner may, in its absolute discretion, refuse or accept the Hirer's application.
d. If the Hirer's application is accepted, unless otherwise stated, fees incurred by the Hirer in requesting the Equipment or the Services shall be credited against the Hirer's account.
e. The Owner may, in its absolute discretion, impose any credit limit as it thinks necessary.
f. At the end of each month, the Owner shall issue to the Hirer, an invoice for all fees incurred by the Hirer. The Hirer must pay this invoice by the date for payment stated on the invoice or if the Hirer provides the Owner with their credit card information, the Hirer authorizes the Owner to direct debit the Hirer's credit card for the relevant amount on or after the date for payment.
g. The Owner reserves the right to vary, suspend or withdraw the credit facility account at any time without notice to the Hirer, at which point all amounts credited to the Hirer's account shall be immediately due and payable.

8.9 Interest & Late Fees

a. The Hirer must pay interest at a rate of 10% per annum on all amounts payable by the Hirer to the Owner where payment is more than seven (7) days overdue. Interest shall be calculated daily from the due date of payment until the date of payment.
b. The Hirer will pay to the Owner, all costs and expenses incurred by the Owner in relation to the collection of any monies owing to the Owner by the Hirer that are not paid in accordance with the Hire Agreement.

9. Theft & Damage Waiver Fee -

9.1 On or before the Start Date, The Hirer must:

a. pay a Theft and damage waiver fee in the amount of 10% of the Hire Cost ("Theft & Damage Waiver Fee"); or
b. produce a suitable insurance policy for loss or damage to the Equipment with the wording that includes "Hired Plant & Equipment" and in the amount which is the greater of:
    i. $200,000.00 per claim; and
    ii. the full replacement value of the Equipment hired at any one Site.

9.2 Subject to clause 9.6, upon payment by the Hirer of the Theft & Damage Waiver Fee the Owner shall be responsible for the cost of repairs and/or replacement of the Equipment due to damage occurring during the Hire Period subject to an excess payable by the Hirer of $5,000.00 per claim ("Excess) or the total value of the equipment which ever is less.

9.3 The Hirer must pay the Excess or equipment value to the Owner or as directed by the Owner immediately upon demand.

9.4 This clause in no way entitles the Hirer to, or implies the availability of, compensation from the Owner for any liability, cost or expense incurred by the Hirer in relation to the use of the Equipment.

9.5 This clause will not continue to operate after the expiration of the Hire Period unless an extension by the Owner is granted in writing and the additional agreed fee is paid.

9.6 This clause will not apply to loss or damage which relates to or arises from:

a. breach of any statutory laws or regulations in connection with the use of the Equipment by the Hirer;
b. misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use and/or overloading of the Equipment by the Hirer;

c. theft, loss or damage by whatever cause to tools and/or accessories supplied with the Equipment including but not limited to hoses, drills, bits, grease guns, electric leads, tyres and tubes;
d. lack of lubrication or non-adherence to other normal maintenance requirements that could reasonably be expected of the Hirer;
e. disregard for instructions given to the Hirer by the Owner in respect of the proper use of the Equipment or in contradiction of any manufacturer's instructions if supplied with the Equipment at the Start Date or posted on the Equipment;
f. unexplained disappearances of the Equipment;
g. theft of the Equipment in circumstances where Site security is available including, but not limited to, locked yards, buildings and sheds, where proper security is not used by the Hirer to secure the Equipment whilst they are left unattended; or
h. loading or offloading Equipment from maritime vessels, transportation of Equipment on maritime vessels or the use of Equipment on any wharf or bridge or over any body of water.
i. where the damage is caused by rolling or detachment while the Equipment is being driven or towed
j. where the damage is caused while the Equipment is being driven or towed on any road that is unsealed or is not a public road" or
k. where the damage is caused by flash flooding or general water damage

10. Hirer Warranties

10.1 The Hirer agrees that the use of the Equipment carries with it obvious dangers and risks of injury and the Hirer agrees to accept all dangers and risks.

10.2 The Hirer warrants and agrees:

a. that they have read these terms and conditions prior to entering into the Hire Agreement:
b. that the Equipment shall not be used by anyone other than the Hirer without the express written permission of the Owner;
c. to ensure that all persons operating or erecting the Equipment are fully instructed in its safe and proper use and where required hold valid proof of training and/or are fully licenced to use it;
d. to operate, maintain, store and transport the Equipment in a proper manner and where required strictly in accordance with any instruction provided by the Owner and with due care and diligence;
e. that the Equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by the Owner or posted on the Equipment regarding its operation, maintenance, and storage;
f. to comply with all occupational health and safety laws and regulations relating to the use of the Equipment and associated operations;
g. to shall ensure the Equipment is returned to the Owner clean of all foreign matter and if not, agrees to pay any cleaning fee charged by the Owner;
h. that the reasonable costs of fuel or other consumables provided by the Owner and used by the Hirer are to be paid to the Owner on the Return Date;
i. any damage to the Equipment caused by fusion or malfunction of electrical equipment is the Hirer's liability and the Hirer must take adequate precautions. The Hirer will be charged for any repairs required to the damaged Equipment;
j. that the Equipment will be used in accordance with the conditions outlined in the Hire Agreement.
k. that the particulars in the Hire Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
l. that the Hirer holds a valid current driver's licence, operating licence or permit valid for the type of Equipment hired;
m. that the Equipment will not be used for any illegal purpose;
n. that the Hirer's vehicle is suitable for towing the Equipment if required;

o. that the Hirer will not, without prior written consent of the Owner, tamper with, repair or modify the Equipment in any way, or permit another to do so;
p. that the Equipment has been received by the Hirer clean and in good working order; and
q. that the Hirer will not in any way part with possession of the Equipment, nor assign the Hire Agreement, nor remove the Equipment from New South Wales without the prior written consent of the Owner.

11. Indemnity

11.1 The Hirer agrees to indemnify and keep indemnified, the Owner against any and all liability, claims, action, costs (including legal costs on a full indemnity basis), expense, loss or damage suffered or incurred by the Owner arising directly or indirectly, out of or in connection with:

a. the Hirer's use or misuse, maintenance, repair, storage or transport of the Equipment during the Hire Period;
b. breach of the Hire Agreement by the Hirer;
c. any breach of any law, regulation, instruction or standard applicable to the use of the Equipment;
d. any personal injury to, disease of or death of any person caused or contributed to by the Hirer in using the Equipment;
e. any loss or damage to any real or personal property caused or contributed to by the Hirer in using the Equipment;
f. any environmental damage caused or contributed to by the Hirer in using the Equipment;
g. defective Equipment; and
h. any negligent act or omission of the Hirer.

11.2 Any liability of the Owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the Equipment or the cost of resupplying the Equipment, at the discretion of the Owner.

12. Loss, Damage or Breakdown of Plant and Equipment

12.1 Subject to clause 9, the Hirer agrees to be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred, excluding Fair Wear & Tear.
12.2 The Hirer is liable for the payment of the new list price of any Equipment not returned to the Owner on the Return Date, which shall be payable immediately on request by the Owner.
12.3 If there is a breakdown or failure of the Equipment the Hirer shall notify the Owner immediately for the appropriate action to be taken.
12.4 The Hirer is responsible for the security of the Equipment from the time of delivery by the Owner or collection by the Hirer until such time as it is returned by the Hirer or collected by the Owner.

13. Termination

13.1 Without prejudice to any other remedies the Owner may have against the Hirer and notwithstanding any other provision of the Hire Agreement, the Hire Agreement may be terminated by the Owner as follows:

a) upon giving the Hirer two (2) days written notice of termination at any time during the Hire Period for any reason;
b) without notice if the Hirer has a winding up petition presented against it, or be wound up, or go into voluntary liquidation, or has a receiver of any of its assets appointed, or it makes an assignment/compromise to the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business; and
c) without notice if the Hirer commits a breach of any part of the Agreement and/or the Hire Agreement.

14. Insurance

14.1 The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value. This insurance does not cover the Hirer unless they elect to pay the Theft & Damage Waiver Fee.

15. Disclaimer

15.1 To the fullest extent permitted by law the Owner disclaims all liability for the Equipment\ whilst in possession of the Hirer.

16. Title to equipment

16.1 The Hirer acknowledges that the Owner retains title to the Equipment and that the Hirer has rights to use the Equipment as a mere bailee only. The Hirer agrees that the Hirer has no right to pledge the Owner's credit in connection with the Equipment.

16.2 The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with possession or otherwise not to deal with the Equipment and not to conceal or alter the Equipment or make any addition or alteration to, the Equipment.

17. Repossession and remedies on default

17.1 The Owner may retake possession of the Equipment if the Hirer breaches any provision of the Hire Agreement or does not pay any amounts payable under the Agreement or these Terms and Conditions by the date specified on the Owner's invoice or such other document, notwithstanding anything else herein contained.

17.2 All costs and expenses incurred by the Owner in repossessing the Equipment due to a breach of the Hire Agreement are to be paid by the Hirer.

17.3 In the case of repossession due to a breach of the Hire Agreement, the Hirer agrees to grant the Owner permission to enter any premises or Site where the Equipment listed in the Hire Schedule is situated to disconnect, decommission and/or remove that Equipment.

17.4 In addition to the Owner's right to retake possession, the Owner is entitled in its discretion, following any breach of any provision of the Hire Agreement by the Hirer, to terminate the Hire Agreement and/or sue for recovery of any damages or charges or loss suffered by the Owner, and/or to cancel any insurances effective in respect of the Equipment hired.

18. Completion of the hire period

18.1 The Hire Period is completed when the Equipment has been returned to the Owner in the same condition as when it was hired:

a. on or by the date and time outlined in the Hire Schedule; or
b. on the date agreed for pick-up by the Owner.

18.2 Where pick-up is agreed, the Owner will arrange to pick-up the Equipment within a reasonable period after a request to do so.

18.3 The Hirer agrees to maintain the responsibility for the Equipment whilst it is awaiting collection.

18.4 The Hirer agrees to repack and restack the Equipment as delivered prior to collection. The Hirer will be charged labour costs if the Equipment is not replaced or restacked as delivered.

19. PPS law

19.1 This clause applies to the extent that this Agreement provides for a 'security interest' for the purposes of the *Personal Property Securities Act 2009* (Cth) ("PPS Law).

19.2 Words defined in the PPS law have the same meaning as in this clause 19.

19.3 References to PPS Law in this Agreement include references to amended, replacement and successor provisions.

19.4 The Owner may register its security interest as a PMSI. The Hirer must do anything (such as obtaining consents and signing documents) which the Owner requires for the purposes of:

a. ensuring that the Owner's security interest is enforceable, perfected and otherwise effective under the PPS Law;
b. enabling the Owner to gain first priority (or any other priority agreed to by the Owner in writing) for its security interest; and
c. enabling the Owner to exercise rights in connection with the security interest.

19.5 The Owner may recover from the Hirer the cost of doing anything under this clause, including but not limited to registration fees.

19.6 The rights of the Owner under this document are in addition to and not in substitution for the Owner's rights under other law (including PPS Law) and the Owner may choose whether to exercise rights under this document, and/or under other law, as it sees fit.

19.7 To the extent that Chapter 4 of the PPS applies to the security interest under this Agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this Agreement in respect of all goods to which that section can be applied:

a. section 95 (notice of removal of accession to the extent it requires the Owner to give notice to the Hirer);
b. section 96 (retention of accession);
c. section 121(4) (notice to grantor);
d. section 125 (obligations to dispose of or retain collateral);
e. section 130 (notice of disposal to the extent it requires the Owner to give notice to the Hirer);
f. section 129(2) and 129(3);
g. section 132(3)(d) (contents of statement of account after disposal);
h. section 132(4) (statement of account if no disposal);
i. section 135 (notice of retention);
j. section 142 (redemption of collateral);and
k. section 143 (re-instatement of security agreement).

19.8 The following provisions of the PPS Law confer rights on the Owner:

a. section 123 (seizing collateral);
b. section 126 (apparent possession);
c. section 128 (secured party may dispose of collateral);
d. section 129 (disposal by purchase); and
e. section 134(1) (retention of collateral).

19.9 The Hirer agrees that in addition to those rights, the Owner shall, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that the Owner may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.

19.10 The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

19.11 The Owner and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The Agreement in this subclause is made solely for the purposes of allowing the Owner the benefit of section 275(6)(a) and the Owner shall not be liable to pay damages or any other compensation or be subject to injunction if the Owner breaches

20. Security interests and sub-hire

20.1 The Hirer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of the Owner, which can be refused in its absolute discretion.

20.2 The Hirer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless the Owner first consents in writing, such consent may be withheld or refused in the Owner's absolute discretion. Any such sub-hire must be in writing in a form acceptable to the Owner and must be expressed to be subject to the rights of the Owner under the Hire Agreement.

20.3 The Hirer may not vary a sub-hire without the prior written consent of the Owner (which may be withheld or refused in its absolute discretion).
20.4 The Hirer must ensure that the Owner is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire
and the location and condition of the Equipment.
20.5 The Hirer must take all steps including registration under PPS Law as may be required to:

a. ensure that any of the Hirer and/or Owner's security interests arising under or in respect of the sub-hire are enforceable, perfected and otherwise effective under the PPS Law;
b. enable the Hirer to gain (subject always to the rights of the Owner) first priority (or any other priority agreed to by the Owner in writing) for the security interest; and
c. enabling the Owner and Hirer to exercise their respective rights in connection with the security interest.

20.6 The Owner may recover from the Hirer the cost of doing anything under this clause, including registration fees.

21. General

21.1 Disputes Both the Owner and the Hirer agree that any disputes arising from the hire and use of the Equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9998 2255) before litigation is pursued.
21.2 Notices given under the Hire Agreement must be in writing and delivered to that Party in one of the following ways:

a. personally;
b. posted to that Party's address, and it will be treated as having been received on the second Business Day after posting; or
c. emailed to that Party's email address, and it will be treated as having been received when it enters the recipient's information system.

21.3 Non-merger - The covenants, agreements and obligations contained in these Terms and Conditions will not merge or terminate upon the termination of the Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.
21.4 Severance - If any provision of these Terms and Conditions is wholly or partly invalid, unenforceable, illegal, void or voidable, these Terms and Conditions must be construed as if that provision or part of a provision had been severed from these Terms and Conditions and the Parties remain bound by all of the provisions and part provisions remaining after severance.
21.5 Assignment

a. The Hirer must not assign their rights and obligations under the Agreement without the prior written consent of the Owner, which can be withheld or refused in its absolute discretion.
b. The Owner may assign the Agreement at any time.

21.6 Waiver - No waiver of any of the Hire Agreement or of any breach of the Hire Agreement or failure or delay in enforcing the Hire Agreement either express or implied shall operate as a waiver of another of the Hire Agreement or another breach of the Hire Agreement.
21.7 Variation - No variation or amendment to the Hire Agreement shall have any force or effect unless agreed to by the Parties in writing.
21.8 Governing law - This Hire Agreement is governed by the laws of New South Wales and each party submits to the exclusive jurisdiction of the courts of that State.
21.9 Privacy policy

a. The Owner will comply with the National Privacy Principles in all dealings with Hirer.
b. A copy of the Owner's privacy policy is available at www.gohire.au and on request.

9-11 West Dapto Rd
Kembla Grange
(Corner Princes Hwy)

Phone:
02 4272 7777
Email: siterentals@gohire.au

The act of taking delivery of the Owner's equipment constitutes acceptance of these Terms and Conditions. A Hirer's terms and conditions cannot supersede these Terms and Conditions unless expressly agreed to by the Owner in writing

Terms and conditions were updated at 16th of October 2024