

HIRE CONTRACT CONDITIONS

NOTE TO CUSTOMER – You should read these Hire Contract Conditions very carefully. They contain terms and conditions which may impact you, including that;

- a. the liability of Hinterland Water Supplies to its Customers is excluded in some circumstances; and
- b. Customers may be liable for damage to goods that are hired by them, and for damage to goods or property owned by a third party; and
- c. Hinterland Water Supplies' Privacy Policy permits Hinterland Water Supplies in some circumstances and subject to compliance with the Australian Privacy Principles to provide data about a customer, or data provided by a customer, to a third party in a form that may enable the third party to identify the Customer.

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Hinterland Water Supplies and the Customer in writing. Hinterland Water Supplies agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment, Hinterland Water Supplies will issue to the Customer a Hire Schedule, setting out the terms of the hire of that Equipment. Each Hire Schedule is not a separate contract but forms a part of this Hire Contract between Hinterland Water Supplies and the Customer, together with any credit application, guarantee and indemnity or other contractual documents.

The Customer agrees to receive hire schedules and all associated documentation by electronic means, or by printed or other form where electronic means are not available. The Customer must check the Hire Schedule on receipt and unless the Customer notifies Hinterland Water Supplies before collection of the Equipment that it disagrees with anything in the Hire Schedule, the terms of the Hire Schedule are accepted by the Customer. Hinterland Water Supplies may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.

Amendment: These Hire Contract Conditions may be changed by Hinterland Water Supplies from time to time by Hinterland Water Supplies giving notice of the amendment to the Customer. Notice is deemed given when Hinterland Water Supplies does any of the following:

- (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
- (b) publishes the amended terms on its website or
- (c) displays the amended terms at premises from which Hinterland Water Supplies conducts hire operations.

Changes to these Hire Contract Conditions will only apply to Hire Schedules entered into after the change has been notified to the Customer by one of the methods mentioned above.

1. INTERPRETATION OF WORDS IN THIS CONTRACT;

COMMENCEMENT – The date and time when the Customer takes possession of the Equipment.

EQUIPMENT – Means any kind of equipment, machinery, vehicles, tools or other items whatsoever, which may be available for hire from Hinterland Water Supplies, this includes parts and accessories.

CUSTOMER – refers to the person, firm, organisation, partnership, corporation or other entity (including a trust) hiring the Equipment from Hinterland Water Supplies Hire as identified in the Credit Application or Hire Schedule.

EXCESSIVE CLEANING – Means any cleaning, in addition to a basic wash and wipe, required to return the Equipment to the condition immediately prior to the hire, excluding fair wear and tear. Excessive Cleaning includes but is not limited to removal of paint stains, resins, concrete, grout and cement.

HIRE CHARGE – The amounts shown on the Hire Schedule payable by the Customer to hire the Equipment.

HIRE PERIOD – Means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case, this can only be done if the Customer requests it and if Hinterland Water Supplies agrees. Hinterland Water Supplies may issue an amended Hire Schedule for any extension of the

Hire Period.

HIRE SCHEDULE – Means a document in such form as Hinterland Water Supplies shall require, setting out the terms of the hire of Equipment, including the particulars of the Equipment and the Hire Period and such other information as Hinterland Water Supplies may decide to include.

HINTERLAND WATER SUPPLIES – The company or companies listed on the Hire Schedule.

KILOMETRE CHARGE – The amount shown in the Hire

Schedule payable for the kilometres that a Motor Vehicle has, in the reasonable opinion of Hinterland Water Supplies, travelled during the Hire Period.

MOTOR VEHICLE – A truck or utility but not any other equipment such as a trailer.

REMOTE AREA – Any location which is more than 100 kilometres from the Hinterland Water Supplies branch from where the Equipment is hired, or any greater distance as agreed by both parties under Clause 6 below

2. HINTERLAND WATER SUPPLIES OBLIGATIONS

2.1. Hinterland Water Supplies will:

- 2.2. Allow the Customer to take and use the Equipment for the Hire Period;
- 2.3. Provide the Equipment to the Customer clean and in good working order;

3. OBLIGATIONS OF THE CUSTOMER

The Customer must:

- 3.1. Deliver the Equipment to Hinterland Water Supplies branch it was hired from when it is due back;
- 3.2. Return the Equipment to Hinterland Water Supplies in good repair;
- 3.3. Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 3.4. Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Hinterland Water Supplies or posted on the Equipment;

NOTE TO CUSTOMER: You MUST advise Hinterland Water Supplies if you require any further instruction on the operation and safe use of the Equipment.

- 3.5. **Indemnify** Hinterland Water Supplies for all injury and/or damage to the extent caused or contributed to by the Customer to

persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;

3.6. Ensure that any person collecting or taking

NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment.

delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised;

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

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

3.9. Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, or accept responsibility for items loaded and/or secured by Hinterland Water Supplies and indemnify Hinterland Water Supplies in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer;

3.10. Operate the Equipment with an adequate motor vehicle and/or power source safely in accordance with the manufacturers operating instructions and applicable law;

3.11. Report and provide full details to Hinterland Water Supplies of any accident or damage to the Equipment as soon as practicably possible and not more than two business

days of the accident or damage occurring;

3.12. Sign any documentation requested by Hinterland Water Supplies at such intervals as reasonably stipulated by Hinterland Water Supplies, to confirm the Customer's acceptance of these Hire Contract Conditions;

3.13. Assist and co-operate fully and promptly with Hinterland Water Supplies and/or its insurer in the investigation, settlement or defence of any claim or matter relating to a Hire Schedule on which the Customer is named;

3.14. Remain responsible for the care and safekeeping of the Equipment until delivered back to Hinterland Water Supplies.

3.15. Accept the insurance terms related to this Hire, specifically – It is hereby noted and agreed that standard excess for this Hire is

(a) where Material Damage occurs a charge 1% (with a minimum of \$1,000) of the Sum(s) Insured will be payable;

(b) where Insured Items suffering Insured Damage is removed and replaced with 1% (with a minimum of \$2,500) of the Sum(s) Insured of Insured Items suffering Insured Damage;

(c) where Claims arising from or in connection to the Theft by Hirer with 1% (with a minimum of \$5,000) of the Sum(s) Insured of the Insured Items suffering Insured Damage.

The Customer must NOT;

3.16. Tamper with, damage or repair the Equipment;

3.17. Lose or part with possession of the Equipment;

3.18. Rely upon any representation relating to the

Equipment or its operation other than those contained in this Contract;

- 3.19. Allow any person to drive a Motor Vehicle if the person:
- 3.20. does not hold a suitable licence to drive that class of Motor Vehicle; or is affected by drugs and/or alcohol.
- 3.21. Exceed the recommended or legal load and capacity limits of the Equipment;
- 3.22. Use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- 3.23. Exceed the recommended or legal speed limit for the Equipment.

4. PAYMENTS BY THE CUSTOMER TO HINTERLAND WATER SUPPLIES

- 4.1. On or before Commencement (or as otherwise specifically agreed with Hinterland Water Supplies), the Customer will pay the Hire Charge.
- 4.2. Immediately on request by Hinterland Water Supplies, the Customer will pay:
- 4.3. the new list price of any Equipment which is for whatever reason not returned to Hinterland Water Supplies
- 4.4. all costs incurred in Excessive Cleaning of the Equipment, or the cleaning fee as stipulated on the Hire Schedule;
- 4.5. the full cost of repairing any damage to the Equipment caused or contributed to by the Customer, unless expressly agreed otherwise in this Contract;
- 4.6. GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Customer's use of the Equipment;
- 4.7. all costs incurred by Hinterland Water

Supplies in recovering possession of the Equipment;

- 4.8. Interest for late payment of amounts owing by the customer, at the pre-judgement interest rate set by the Local Court of QLD from time to time;
- 4.9. the Kilometre Charge;
- 4.10. the cost of fuels and consumables provided by Hinterland Water Supplies and not returned by the Customer;
- 4.11. any reasonable expenses and legal costs (including commission payable to a commercial agent) incurred by Hinterland Water Supplies in enforcing this Contract due to the Customers default;
- 4.12. all costs of repairing or replacing tyres, including on-site service as required;
- 4.13. if any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract;
- 4.14. hire fees for the period from the commencement of the hire until the Equipment is returned; and
- 4.15. All non-recoverable costs incurred by Hinterland Water Supplies in the provision of Equipment and/or services due to cancellation or postponement by the Customer.
- 4.16. Without limiting the ability of Hinterland Water Supplies to recover all amounts owing to it, the Customer authorises Hinterland Water Supplies to charge any amount owing by the Customer to any credit card or bank account details of which are provided to Hinterland Water Supplies.

5. EXCLUSION OF WARRANTIES AND LIABILITIES.

- 5.1. Where the Australian Consumer Law applies,

the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.

- 5.2. Where the Australian Consumer Law applies and the Equipment is not of a kind ordinarily acquired for personal domestic or household use or consumption, Hinterland Water Supplies liability in respect of any guarantee is limited to the replacement or repair of the Equipment, or the cost of having the Equipment repaired or replaced.
- 5.3. To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply, Hinterland Water Supplies makes no representations and gives no warranties other than those set out in these Hire Contract Conditions and will not be liable to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Customer.

6. REMOTE HIRE

Where the Equipment is at any time hired by the Customer to be located in a Remote Area, the following clauses will also apply, in addition to the obligation of the Customer under Clause 3 and elsewhere in these Hire Contract Conditions;

- a. The Customer will pay an additional charge for any servicing and repair of the Equipment, and for any other attendance at the Remote Area by Hinterland Water Supplies ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometre rate travelled by Hinterland Water Supplies staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred

by Hinterland Water Supplies and its staff in connection with travel to and from the Remote Area;

- b. Multiple items of Equipment on hire by a Customer on the one site will only be charged for one call out fee;
- c. The Customer is responsible at its cost for daily maintenance and care of all items of Equipment on hire by a Customer and including lubrication of all grease points.
- d. The customer can only service and repair Equipment with the express permission of Hinterland Water Supplies and records of all maintenance activities performed by the Customer must be provided to Hinterland Water Supplies.

7. BREACH OF HIRE CONTRACT BY CUSTOMER

If the Customer breaches any significant provision of this Contract and does not remedy the breach within a reasonable period of time (having regard to the breach), or becomes bankrupt, insolvent or ceases business then:

7.1. Hinterland Water Supplies shall be entitled to:

- a. terminate this Contract; and/or
- b. sue for recovery of all monies owing by the Customer; and/or
- c. repossess the Equipment (and is authorised to enter any premises where the Equipment is located to do so), and any Damage and/or Theft Waiver referred to in clause 6 is immediately invalidated.

7.2. The Customer indemnifies Hinterland Water Supplies in respect of any damages, costs or loss, to the extent caused or contributed to by the customer resulting from a breach by the Customer of any provision of this Contract.

8. DISPUTES

- 8.1. The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Hinterland Water Supplies in writing within 30 days of the hire contract date. In the event that no communication is received from the Customer within that 30-day period, the Hire Charges are deemed to be accepted by the Customer.
- 8.2. If a dispute arises relating to this contract, the hiring or the use of the Equipment (except in regard to payments due to Hinterland Water Supplies), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.

9. EQUIPMENT DATA

Hinterland Water Supplies' Equipment may contain on-board devices (each a GPS Device) which enable the Equipment to be connected to the internet and to send commands to and receive certain information from the Equipment, including geolocation data from a global positioning system and other data including but not limited to speed, battery voltage and ignition status of such Equipment.

By hiring any Equipment from Hinterland Water Supplies, the Customer expressly consents to Hinterland Water Supplies' use of the GPS Device on such Equipment during the Hire Period and to Hinterland Water Supplies collecting, using and retaining information from the GPS Device in accordance with our Privacy Policy, and that Hinterland Water Supplies is the owner of that data subject to your rights as set out in our Privacy Policy.

10. GOVERNING LAW

- 10.1. The hire contract containing these Hire Contract Conditions is This Agreement is governed by and construed in accordance with the laws of Queensland.
- 10.2. Except where Hinterland Water Supplies in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, Hinterland Water Supplies and the Customer agree that this Contract is governed by the law of the state of Queensland, and the parties submit to the jurisdiction of the courts of that State.