

General Terms and Conditions of Hire

1 Definitions

- 1.1 "RJA" shall mean Rex J Andrews Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Rex J Andrews Pty Ltd.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Equipment" shall mean all Equipment (including any accessories) supplied on hire by RJA to the Customer (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 RJA to the Customer.
- 1.4 "Minimum Hire Period" shall mean the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by RJA to the Customer.
- 1.5 "Price" shall mean the cost of the hire of the Equipment as agreed between RJA and the Customer.

2 Price and Payment

- 2.1 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.
- 2.2 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by RJA.

3 Equipment Hire

- 3.1 The Customer shall;
- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment, pledge RJA's credit for repairs to the Equipment, nor be entitled to take a lien over the Equipment.
- (b) not 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.
- (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by RJA to the Customer.
- 3.2 The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, RJA's interest in the Equipment and agrees to indemnify RJA against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

4 Default & Consequences of Default

- 4.1 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 RJA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 4.2 If the Customer owes RJA any money the Customer shall indemnify RJA from and against all costs and disbursements incurred by RJA in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, RJA's collection agency costs, and bank dishonour fees).

5 Privacy Act 1988

- 5.1 The Customer agrees for RJA to obtain from a credit reporting agency a credit report containing personal

- credit information about the Customer in relation to credit provided by RJA.
- 5.2 The Customer agrees that RJA may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer.
- The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

5.3 The Customer consents to RJA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

- 5.4 The Customer agrees that personal credit information provided may be used and retained by RJA for the following purposes (and for other purposes as shall be agreed between the Customer and RJA or required by law from time to time):
- (a) the provision of Equipment on Hire; and/or
- (b) the marketing of services by RJA, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Equipment on hire; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the hire of the Equipment.

- 5.5 RJA may give information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

- 5.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that RJA is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of RJA, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);

- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;

- (h) that credit provided to the Customer by RJA has been paid or otherwise discharged.

6 Title

- 6.1 The Equipment shall at all times remain the property of RJA and is returnable on demand by RJA.
- 6.2 If the Customer fails to return the Equipment to RJA then RJA or RJA's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- 6.3 In the event that the Equipment is not returned to RJA in the condition in which it was delivered RJA retains the right to charge the Customer the full cost of repairing the Equipment. In the event Equipment is not returned at all and RJA is unable to repossess the Equipment as per clause 6.2 then RJA shall have right to charge the Customer the full cost of replacing the Equipment.

7 Personal Property Securities Act 2009 ("PPSA")

- 7.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 7.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Equipment that has previously been supplied and that will be supplied in the future by RJA to the Customer.
- 7.3 The Customer 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 RJA 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 7.3(a)(i) or 7.3(a)(ii);
- (b) indemnify, and upon demand reimburse, RJA 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 RJA;
- (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 RJA; and
- 7.4 RJA and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 7.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 7.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 7.7 Unless otherwise agreed to in writing by RJA the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 7.8 The Customer must unconditionally ratify any actions taken by RJA under clauses 7.3 to 7.5.
- 7.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.