



A-Safe, a division of A-Line Group Australia Pty Ltd (ABN 85 119 780 139), of 44 Levanswell Road, Moorabbin (the "Owner") agrees to hire to the party described as the Customer, the equipment described below on the terms and conditions set out below.

I hereby agree to the below terms and conditions for A-Safe hire.

Executed as an Agreement on the _____ day of _____ 20_____

Signed for and on behalf of the HIRER:

SIGNED: _____ Name: _____ Position: _____

AGREED HIRE TERMS

1. **DEFINITIONS**

"Commencement Date" means the date on and from which the Hirer has the right to use the Equipment being the date specified in the Schedule hereto;

"Damage Waiver Premium" means the amount paid by the Hirer to the Owner as set out in the Schedule hereto and described in clause 16. "Rent" means the sum or sums of money payable by the Hirer to the Owner in respect of the Hirer's use of the Equipment being the amount specified in the Schedule hereto.

"Term" means the term of this Agreement specified in the Schedule hereto.

2. **LETTING**

2.1 The Owner shall let and the Hirer shall hire the Equipment for the Term commencing on the Commencement Date until expiration of the Term or until earlier termination in accordance with the provisions of this Agreement.

2.2 Upon expiration of the Term in accordance with Clause 2.1, the Equipment must be immediately returned to the Owner's premises at the Hirer's expense.

3. **RENT**

The Hirer shall pay the Rent to the Owner at its address shown in this Agreement or such other person or place nominated by the Owner. Payment of the Rent shall be made monthly in advance, the first payment to be made on the Commencement Date (or the next business day which is not a public holiday) and each subsequent payment shall be made on the first day of each succeeding month during the term of this Agreement. If the Rent is payable in respect of part of a month the Rent shall be calculated and paid on a pro-rata daily basis.

3.1 If the Hirer returns the Equipment prior to the expiration of the Term, the Hirer will not be entitled to a discount or rebate.

3.2 The Owner may charge a fee for accepting payments made by credit card.

3.3 If the Hirer fails to pay Rent by the payment due date, a late payment fee of \$150 per month, compounding monthly, may be charged. In addition, without limiting Clause 10.4, the Hirer will be liable to indemnify the Owner for all expenses incurred by the Owner in recovering any amounts which the Hirer did not pay by the payment due date.

4. **VARIATION**

The Owner may at any time vary this Agreement by giving the Hirer 30 days written notice of its intention to do so. Any variation of these terms and conditions must be agreed in writing by the Owner and the Hirer.

5. **TAX AND GOVERNMENT CHARGES**

The Hirer will be liable for stamp/hire duty, GST and all other applicable taxes, duties, levies and any other government charges imposed on this Agreement. Where the Hirer claims exemption from duty or tax the Hirer must furnish appropriate exemption certificates to the Owner.

6. **MAINTENANCE AND RUNNING EXPENSES**

6.1 The Hirer shall properly keep and maintain the Equipment in good and serviceable condition and in accordance with any instructions of use provided by the Owner to the Hirer.

6.2 The Hirer shall pay all expenses connected with the proper running of the Equipment as well as its housing, washing, and safe custody during the term of this Agreement.

7. **INSPECTIONS**

7.1 The Owner shall have the right from time to time during the term of this Agreement to inspect the Equipment at its absolute discretion without giving to the Hirer any reason for doing so.

8. **REPOSSESSION**

8.1 On breach or termination of this Agreement for any reason, the Owner shall have the right to repossess the Equipment at its absolute discretion. For such purpose the Hirer permits and authorises the Owner personally or by any of its employees, agents or independent contractors to enter at any time upon any building or premises where the Equipment may for the time being be stored or housed and to break open by force if necessary any such building or premises. The Hirer further agrees to indemnify the Owner or the Owner's employees, agents or independent contractors against any loss or damage suffered by them whilst exercising or attempting to exercise the rights conferred by this clause.

8.2 Subject to clause 8.3, upon repossession of the Equipment by the Owner or the Owner's employees, agents or independent contractors this Agreement shall be deemed to be terminated.

8.3 Repossession of the Equipment shall not prejudice any claim or demand the Owner may have against the Hirer in respect of any matter or thing occurring prior to the date of such repossession.

9. **RESPONSIBILITY FOR DAMAGE**

The Hirer shall be responsible for damage to or loss of the Equipment by fire, accident or collision and for all damage to property, persons or animals caused by the Equipment.

10. **INDEMNITIES AND EXCLUSIONS OF LIABILITIES**

10.1 Subject to clause 10.2 and except as expressly provided to the contrary in this Agreement all terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to the Owner's obligations under this Agreement are excluded.

10.2 Where any Act of Parliament implies a term, condition or warranty in this Agreement and that Act of Parliament prohibits provision in a contract excluding or modifying the application, exercise or liability under that term, conditions or warranty, such term, condition or warranty will be deemed to be included in this Agreement provided that the liability of the Owner for breach of the term, condition or warranty is limited to (at the Owner's election) the repair or replacement of the Equipment or the

- supply of substitute Equipment (or the cost of doing so) and in no event will any liability for damages be greater than the total of the Rental payable under this Agreement.
- 10.3 Subject to clause 10.2, the Owner will not be under any liability to the Hirer for consequential loss or damage (including loss of actual or anticipated profits or revenue, economic loss of any kind or any loss suffered as a result of any claim or claims by third parties) in contract, tort (including negligence) under statute or otherwise from or in relation to use of the Equipment or arising from any breach of this Agreement.
- 10.4 The Hirer is liable for and indemnifies the Owner against all liability, claims, loss, costs and expenses (including, without limitation, legal fees and disbursements on the higher of a full indemnity basis and a solicitor/client basis, determined without taxation, assessment or similar process and whether incurred or awarded against the Owner) and any environmental loss, cost, damage or expense arising from or incurred in connection with the Hirer's hire and use of the Equipment or its breach of this Agreement.
- 10.5 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement. The Hirer must pay on demand any amount it must pay under an indemnity in this Agreement.
- 10.6 Subject to Clause 10.2, the Hirer agrees, prior to hiring the Equipment that it has satisfied itself as to the suitability, condition and fitness for purpose of the Equipment. The Owner gives no warranty that the Equipment is fit or appropriate for the Hirer's purpose.
11. **ACCIDENT OR BREAKDOWN**
The Hirer shall not be entitled to recover from the Owner any sum for any delay, inconvenience or loss of any kind due to any accident, breakdown or defect in the Equipment.
12. **FAILURE TO RETURN EQUIPMENT**
- 12.1 If the Hirer fails to return the Equipment at the expiration of the Term, the Term shall be automatically extended and Rent shall continue to be payable until the Equipment is back in the possession of the Owner.
- 12.2 In addition to Clause 12.1, if the Equipment is not returned to the Owner on the date of expiration or upon earlier termination of this Agreement, the Owner shall, without prejudice to any other rights and remedies the Owner may have at law or in equity, be at liberty to forthwith notify the Police of the circumstances and generally to take such action or proceeding as the Owner may deem necessary for the recovery of possession of the Equipment.
13. **NOTIFICATION OF DAMAGE OR ACCIDENT**
If any damage occurs to the Equipment or mechanical difficulty manifests itself in the Equipment, or any accident occurs in which the Equipment is involved, the Hirer agrees to immediately notify the Owner by telephone and in writing giving full details in respect thereof and furnish such further information in relation thereto as the Owner may reasonably require. The Hirer shall obey such reasonable instructions of the Owner in respect of the repair, removal or disposal of the Equipment as the Owner may communicate to it. The Hirer has no authority to pledge the Owner's credit for any repairs to the Equipment or to create any lien in respect thereof.
14. **DUTIES OF HIRER**
The Hirer warrants, covenants and undertakes that it will:
- a) not authorise, permit or suffer the Equipment to be used or operated by any other person or persons other than licensed, civil and trustworthy operators during the term of this Agreement;
 - b) not part with possession of the Equipment;
 - c) not remove or permit or suffer the Equipment to be taken outside of the State of Victoria without the prior written consent of the Owner;
 - d) comply with all relevant provisions of any statutes (and all rules or regulations made thereunder) in force in relation to the use or operation of the Equipment;
 - e) not sell, offer for sale, assign, mortgage, pledge, under-let or otherwise deal with the Equipment;
 - f) display on the Equipment in a prominent and visible place the fact that the Equipment is owned by the Owner, the particulars of the Owner and the contact details of the Owner; and
 - g) return the Equipment to the location from which the Equipment was collected by the Hirer.
15. **REMOTE AREA HIRE CONDITIONS**
- 15.1 Definitions:
- 15.1.1 "Remote Area" is a location in excess of 50km from nearest Owner's branch.
- 15.2 The repairs and maintenance for all Equipment operating in a Remote Area will be subject to a per kilometre travel charge, calculated by the Owner, both to and from the site nominated by the Hirer.
- 15.3 Multiple items of Equipment hired by the same Hirer on the one site will only be charged as one call out.
- 15.4 The Hirer otherwise remains responsible for daily maintenance and care of all Equipment in their possession.
- 15.5 If the Equipment breaks down in a Remote Area the Hirer will in addition to the travel costs in clause 15.2 also pay the Owner the costs associated with any attendance to the site.
16. **DAMAGE WAIVER**
- 16.1 Subject to the Exclusions in clause 16.2, where Damage Waiver Premium has been charged to the Hirer and paid by the Hirer, the Owner agrees, upon prompt submission of a written Police Report from the Hirer and any other written or photographic evidence requested by the Owner, to waive its right to claim for loss of damage to the Equipment caused by fire, storm, collision, accident, theft or burglary (**Damage Waiver**). Such waiving of rights is subject to payment by the Hirer of an excess for either the loss of the Equipment or damage to the Equipment, being the greater of \$500.00 per item or 15% of the cost of repairs or the new replacement costs of the Equipment (as the case may be).
- 16.2 Expressly excluded from the above Damage Waiver is loss or damage arising from the following causes:
- a) Damage due to misuse, abuse or overloading of the Equipment or any components thereof;
 - b) Wrongful conversion of the Equipment or any components thereof;
 - c) Loss or damage arising from use of the Equipment in contravention of the conditions of this Agreement;
 - d) Loss or damage from use in violation of any statutory laws and regulations;
 - e) Glass breakage or graffiti;
 - f) Damage caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid and the like;
 - g) Theft of the Equipment unless the Hirer has used best endeavours to ensure that the Equipment is stored in a locked and secure location;
 - h) Loss or damage to Equipment during transport, except where transported by the Owner;
 - i) Loss or damage to items where the Hirer has elected not to pay a Damage Waiver Premium and thereby has accepted liability for the Equipment; and
 - j) Loss or damage caused by the negligence of the Hirer.
- 16.3 Where the Owner determines in its discretion that one of the exclusions in clause 16.2 applies, Damage Waiver will not apply unless the Hirer is able to establish to the reasonable satisfaction of the Owner that the exclusion does not apply. The Hirer will provide the Owner with all the information requested by the Owner for the purpose of establishing whether one of the exclusions in clause 16.2 applies.

17. **TERMINATION**
- 17.1 This Agreement may be terminated by the Owner immediately if any of the following shall occur:
- a) any breach or default by the Hirer of any of the provisions of this Agreement;
 - b) any act of dishonesty or fraud by the Hirer in the conduct of any of its businesses or in relation to any matter pertaining to this Agreement;
 - c) the Hirer fails to fully comply with and observe all relevant governmental or judicial requirements pertaining to or governing the operation of its businesses or becomes no longer authorised or empowered to carry on the business activities contemplated by this Agreement; or
 - d) the bankruptcy, insolvency or liquidation of the Hirer;
- 17.2 The Owner may terminate the Hire Agreement for any other reason by giving 3 days written notice to the Hirer.
- 17.3 The termination of this Agreement shall not affect or limit any rights or remedies of a party that accrued prior to the termination of this Agreement.
18. **WAIVER**
Any failure by either party to enforce any provisions of this Agreement, or any forbearance, delay or indulgence granted by one party to the other party shall not be construed as a waiver of that party's rights under this Agreement, unless such waiver shall be by notice in writing signed by that party.
19. **NO ASSIGNMENT**
- 19.1 The Hirer shall not assign, sub-licence or sub-contract this Agreement or any right, power or obligation under this Agreement without the prior written consent of the Owner.
20. **OWNERSHIP AND SECURITY**
- 20.1 For the purposes of this clause, "PPSA" means the *Personal Property Securities Act 2009* (Cth) and all regulations made under that Act. All references to sections are to sections of the PPSA.
- 20.2 The Owner and the Hirer agree that all right, title and interest in the Equipment remains with the Owner notwithstanding:
- a) the delivery of the Equipment to the Hirer;
 - b) if the Equipment becomes a fixture; and
 - c) the possession of the Equipment by the Hirer, subject only to the rights of the Hirer as a mere bailee of the Equipment.
- 20.3 The Hirer acknowledges and agrees with the Owner that:
- a) this Agreement constitutes a PPS Lease and thereby creates a security interest for the purposes of PPSA;
 - b) The Owner may at its discretion register a financing statement in respect of any security interest created by this Agreement.
- 20.4 The Hirer undertakes to:
- a) sign any and all further documents and provide any and all further information, such information to be complete, accurate and up to date in all respects, which the Owner may reasonably require to register a financing statement or a financing change statement on the Personal Property Securities Register established under the PPSA;
 - b) not register a financing change statement or an amendment demand in relation to any security interest created by this Agreement without the prior written consent of the Owner; and
 - c) give the Owner not less than fourteen (14) days prior written notice of any proposed changes in the Hirer's name or any other change in the Hirer's details.
- 20.5 The Hirer agrees that nothing in sections 130 or 143 of the PPSA will apply to this Agreement, or the security thereunder.
- 20.6 The Hirer waives its right to do or have done any of the activities referred to in section 95, 132(2), 129(2), 132, 135(1) and 143 of the PPSA.
21. **FURTHER ASSURANCES**
- 21.1 The parties to this Agreement shall execute all such documents and do all actions, matters or things that may be necessary or desirable to give effect to the provisions of this Agreement.
- 21.2 The person who signs this Agreement for and on behalf of the Hirer covenants with the Owner that they are authorised by the Hirer to enter into the Agreement on the Hirer's behalf and bind the Hirer to the Agreement.
- 21.3 The person who signs the Agreement in accordance with Clause 21.2 indemnifies the Owner against all losses, costs and claims incurred by the Owner arising out of the person so signing the Agreement not in fact having such power and or authority.
22. **CREDIT ACCOMMODATION**
If the Owner has provided the Hirer with credit accommodation, the Owner may review and withdraw the credit accommodation, without notice and at any time, upon breach of this Agreement. If the Owner withdraws the credit accommodation, the Owner will provide the Hirer with a statement requiring payment within 7 days, of any amount due and owing.
23. **TIME**
Time shall be of the essence.
24. **RIGHT OF REFUSAL TO HIRE**
The Owner may refuse to Hire Equipment to a Hirer at its absolute discretion.
25. **NOTICES**
Any notice may be given by either party by prepaid registered post addressed to the other party at its last-known address, or in the case of a company at its registered office, and any such notice shall be deemed to have been received two (2) days after the day on which it was posted. Proof that such notice was properly addressed, prepaid and posted shall be sufficient evidence of service.
26. **ENTIRE AGREEMENT**
This Agreement constitutes the entire Agreement between the parties and any prior arrangements, agreements, representations or undertakings are hereby superseded.
27. **SEVERABILITY**
If any provision of this Agreement is held by a court of law having jurisdiction in the matter to be invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provision, which shall be deemed to be deleted.
28. **INTERPRETATION**
In the interpretation of this Agreement wherever a party comprises two (2) or more persons the obligations and benefits contained in this Agreement shall be joint and several. References to the singular shall include the plural and vice versa. References to one gender shall include all other genders. Headings in this Agreement are for convenience only and have no legal significance.
29. **GOVERNING LAW**
This Agreement shall be governed by and construed according to the laws in force for the time being in the State of Victoria and the parties hereby submit to the jurisdiction of the courts in the State of Victoria.
30. **COUNTERPARTS**

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

