

PAGE HIRE – ABN 86 312 511 565

1. Agreement to rent

- (a) Page Hire agrees to rent the Equipment to the Customer for the Hire Period and the Customer agrees to hire the Equipment and pay the Rental Charges and any other applicable costs on the terms and conditions set out in this Agreement.
- (b) The Customer is entitled to use the Equipment for the Hire Period and for any agreed extension on the terms herein.

2. Hire Charges

- (a) The cost to the Customer of hiring the Equipment will include the following charges:
- (i) Hire Charges as noted at www.pagehire.com.au or as otherwise advised by Page Hire from time to time;
- (ii) Any applicable fees, duties, charges penalties, fines, demands, or costs imposed by any authority on or in connection with this Agreement or the Customer's hiring of the Equipment;
- (iii) Any costs and expenses reasonably incurred by the Hirer in enforcing this Agreement;
- (iv) All costs associated in recovering overdue accounts and collection costs in accordance with clause 18;
- (v) damage to the equipment other than fair wear and tear as considered by Clause 4(c)(i)-(viii); and
- (vi) Cost of transport from and return to Page Hire's premises.

3. Payment of Hire Charges

- (a) The Customer agrees to pay all invoices issued by Page Hire as and when they fall due.

4. Damage Waiver

- (a) Upon paying the damage waiver, in the event of damages to equipment Page Hire will reduce the customers excess from \$10,000 to \$500 for repairs or replacement of the equipment due to loss or damage sustained to the equipment during its use under this agreement. This limitation is subject to any other terms of this agreement.
- (b) This clause in no way, implied or otherwise, entitles the Customer to compensation from Page Hire for any liability incurred by the Customer to any third party in relation to the use of the equipment.
- (c) This clause will not apply to loss or damage sustained to the equipment which arises from:
- (i) breach of any statute or other law or regulations in connection with the use of the equipment by the Customer;
- (ii) breach of this agreement where the breach results in increased risk of damage to the equipment;
- (iii) misuse, abuse, willful and/or malicious acts in connection with the use of the equipment;
- (iv) negligent and/or reckless use and/or overloading of the equipment;
- (v) lack of lubrication or non-adherence to other normal maintenance requirements that are required by or could reasonably be expected of the Customer for use of the equipment under this agreement;
- (vi) disregard for instructions given to the Customer by Page Hire in respect of the proper use of the equipment, or in contradiction of the manufacturer's instructions if supplied with the equipment at the commencement of hire;
- (vii) unexplained disappearance of the equipment;
- (viii) theft, loss or damage by whatever cause to tools and/or accessories supplied with the equipment;
- (ix) theft of the equipment in circumstances where the Customer has failed to take reasonable care to protect the equipment from theft. This includes, but is not limited to:
- (1) circumstances where the Customer fails to utilise site security to store the equipment which includes but is not limited to, locked yards, buildings and sheds, or other areas restricting public access;
- (2) circumstances where the Customer has acted negligently whilst using or storing the equipment which directly or indirectly causes the theft of the equipment; and
- (3) any other circumstances where the theft of the equipment results directly or indirectly from the negligent act or omission of the Customer, regardless of whether the theft was reasonably foreseen in the circumstances.

5. Delivery of Equipment

- (a) Unless delivery is requested by the Customer, the Equipment is to be collected by the Customer from Page Hire's primary place of business.
- (b) Unless otherwise agreed, where the Customer requests delivery of the Equipment by Page Hire under subclause (a) hereof Page Hire undertakes to deliver the Equipment only to the kerb alignment adjacent to the address specified by the Customer. The delivery vehicle will only enter that address or job area or private property at the absolute discretion of the driver and at the Customer's risk and responsibility without Page Hire being liable in any way for any loss or damage caused as a result of such entry of such vehicle however caused whether by negligence or otherwise.

6. Hire Period

- (a) Hire charges shall commence from either:
- (i) the time the Equipment is collected by the Customer from Page Hire's primary place of business; or
- (ii) the time the Equipment leaves Page Hire's premises if the Equipment is delivered to the Customer by Page Hire at the Customer's request (pursuant to clause 4 hereof);
- (iii) as the case may be.
- (b) Hire charges shall cease from either:
- (i) The time the Equipment is returned to Page Hire (subject to subclause 8.3(b)); or
- (ii) In the event of any Equipment not being returned to Page Hire by the Customer before 7:30am the day following the expiration of the Hire Period, then the Customer shall be deemed to have re-hired the Equipment for a further period of one day;
- (iii) As the case may be.

7. Page Hire warranties & obligations

- (a) Page Hire shall:
- (i) Make the Equipment available to the Customer at Page Hire's premises or, if so requested under clause 4 hereof, deliver the Equipment to the site nominated by the Customer with a full tank of diesel fuel and oils; and
- (ii) Be responsible for all repairs and replacements required to the Equipment and which arise from fair wear and tear, provided that these shall be at the expense of the Customer if attributable to or caused by the negligence or misuse on the part of the Customer.
- (b) Any warranty, condition, description, or representation whether express or implied as to the state, quality or fitness of the Equipment for the purpose for which the same is let on hire is excluded except for any conditions or warranties which may be implied in this Agreement by the *Trade Practices Act* or other legislation.

8. Customer warranties

- (a) The Customer warrants to Page Hire that:
- (i) All information provided by the Customer to Page Hire is correct and is not misleading in anyway including, without limitation, by omission;
- (ii) The Customer is competent to drive or operate the Equipment and will use it in the proper manner and purpose for which it was designed to be used;
- (iii) In selecting the Equipment, the Customer has not relied on any representations made by or on behalf of the Page Hire and agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Customer's required purpose; and

9. Customer obligations

- 9.1 The Customer will:
- (a) Maintain and use the Equipment in a skilful and workmanlike manner and at their own expense clean, and generally maintain the Equipment so that it will remain in good repair and condition (fair wear and tear excepted) and supply all fuels necessary for operation;
- (b) Not use the Equipment for any illegal purpose;
- (c) Complete daily pre-start inspections of the Equipment and complete the inspection log book.
- (d) At the expiration of the Hire Period, return the Equipment to Page Hire in the same condition it was supplied (including free from any mud, dirt, paint, plaster, damage etc) together with a full tank of fuel;
- (e) Be responsible for the safe keeping of the Equipment and tools or accessories supplied therewith and indemnify Page Hire for any loss suffered in this regard through misuse, theft or otherwise as detailed in clause 4;
- (f) Test and tag electrical items on long term (4 week +) hire when due;
- (g) Pay the Rental Charges and any other related costs to Page Hire at the agreed rates as and when requested by Page Hire;
- (h) Pay on request the relative delivery and collection charges, fuel charges, repair charges, cleaning charges and sundry charges;
- (i) Keep Page Hire indemnified against any injury or loss suffered by any person operating the Equipment by reason of misuse or otherwise;
- (j) Supply the operator and pay the operator's wages.
- (k) Be responsible for and indemnify Page Hire against all loss of the Equipment during the hire howsoever caused (other than directly due to fair wear and tear), including loss of fuel or any item on or in the machine from theft and damage pursuant to clause 4. It is recommended the machine be stored in a safe area onsite overnight away from public view where possible;
- (l) Prior to the use of the Equipment, determine the condition and suitability of the Equipment hired for the purpose required;
- (m) Ensure a Dial Before You Dig (<http://1100.com.au/>) has been completed and that the operator is aware of all services prior to any excavation works. Page Hire takes no responsibility for any damage to private or public assets. This is not covered by the Page Hire insurance;
- (n) Ensure that all safety information supplied with the Equipment or at www.pagehire.com.au will be conveyed to any person using the Equipment;
- (o) Attach to the Equipment and maintain any safety signs supplied with the Equipment and bring them to the attention of any person using the Equipment and ensure that they are clearly legible by the operator of the Equipment;
- (p) Ensure that all safety and operating instructions and notices are observed and not defaced or removed from the Equipment;
- (q) Ensure that all operators of the Equipment wear suitable clothing and any protective equipment required or recommended by the manufacturers safety and operating instructions or as recommended by the owner;
- (r) Not perform work with the Equipment, nor cause, permit, allow, or employ and person to perform work with the Equipment, in an occupation prescribed under the *Workplace Health and Safety Act*, unless the Customer or such

person is the holder of a current certificate of competency, permit, or authority to operate the Equipment issued for that occupation under such Act;

- (s) Notify Page Hire immediately of any damage, loss, breakdown or mechanical issue to any Equipment, and from such notification the Hire Period shall cease unless the breakdown is a result of misuse or negligence on the part of the Customer; and
- (t) Make the Equipment available while on hire at any stage for inspection, maintenance, or service by Page Hire or any of its agents or subcontractors.

9.2 The Customer will:
(a) be liable for any breach of this Agreement committed by the Customer's servants or agents.

9.3 If the Customer breaches clause 9.1(d), then:

- (a) The Customer will be liable for any cleaning, re-fuelling and sundry charges; and
- (b) If the Equipment is returned in an unsatisfactory condition the item of Equipment will remain on hire and the Customer must continue to pay hire charges until the Equipment is returned to Page Hire in a satisfactory condition to be re-hired; or until Page Hire can return the Equipment to a satisfactory condition to be re-hired.

10. Cancellation

- (a) If the Customer wishes to cancel a booking, the Customer must pay the following cancellation fees at Page Hire's discretion:
- (i) 7 days or more prior to hire – no charge
- (ii) 7 days to 48 hours prior to hire – 25% of hire fee
- (iii) 24 to 48 hours prior to hire – 50% of hire fee
- (iv) 24 to 0 hours prior to hire – 100% of hire fee

11. Title to Equipment

- (a) The Customer acknowledges that Page Hire retains title to the Equipment and that the Customer's right to possess the Equipment is as a mere bailee only; and
- (b) The Customer agrees not to:
- (i) sell, transfer, assign, sub-let, lend, pledge, mortgage (including registration of a security interest under the *Personal Property Securities Act 2009*) let or hire or otherwise part with or attempt to part with the personal possession of the Equipment or otherwise deal with the Equipment to any person or party; or
- (ii) attempt, offer or purport to do any of the things listed in subclause (i); or
- (iii) remove the Equipment from the State of Tasmania; or
- (iv) conceal or alter the Equipment in any way or make any addition or alteration to, or repair of, the Equipment.

12. Maximum Hire Use

- (a) The Customer agrees that during the Hire Period, the maximum use for the Equipment is:
- (i) per day: 8 hours use with no more than 200 kilometres; and
- (ii) per week: no more than 40 hours use and no more than 1000 kilometres.
- (b) In the event that the Customer is in excess of the hours and kilometres specified in clause (a) above, the Customer will be charged for the additional time and/or kilometres as applicable.

13. Liability

- (a) To the extent permitted by law, Page Hire excludes all warranties, conditions, rights and remedies to which the Customer would otherwise be entitled; and
- (b) Page Hire shall not be responsible or liable to the Customer whether on the ground of breach of contractual duty or on the ground of negligence for any loss or damage to property, person, business, or otherwise directly or indirectly suffered or sustained by the Customer and arising from defects in or malfunction, breakdown or failure of performance of the Equipment or otherwise and the Customer indemnifies and releases Page Hire from all claims and demands in respect thereof.

14. Termination

- (a) Subject to subclauses (b) and (c) hereof, this Agreement will terminate upon the expiration of the Hire Period or when Page Hire recovers possession of the Equipment, whichever is the later.
- (b) Notwithstanding anything to the contrary herein contained, Page Hire may terminate this Agreement by giving the Customer verbal or written notice, such termination to be effective immediately.
- (c) If the Customer commits any breach of this Agreement, or commits any act of bankruptcy or be made bankrupt, or being a company has a winding up petition presented against it or is wound up or goes into voluntary liquidation, then Page Hire in its absolute discretion shall be entitled to terminate the Agreement without notice and be entitled to recover possession of the Equipment for which purpose the Customer hereby irrevocably authorises Page Hire and its agents to enter any land or premises of the Customer or under the Customer's control for the purpose of repossessing the Equipment.
- (d) Upon termination as aforesaid or upon Page Hire taking possession of the Equipment this Agreement shall be at an end except the Customer shall be liable for any prior breach thereof and shall indemnify Page Hire in respect of any claims, damages and expenses arising out of any action taken under this Agreement.

15. Insurance

- (a) The parties acknowledge that public liability insurance on the Equipment is included in respect of Page Hire equipment but not the hirer being negligent in the agreed Hire Charges.
- (b) Theft cover will not be provided pursuant to Clause 4(c)(viii).
- (c) In the event that the Equipment is damaged by the Customer pursuant to Clause 4(c)(i)-(ix), then the following insurance excess fees will be charged to the Customer per item of Equipment:
- (i) Standard Excess: \$10,000
- (ii) Theft Excess in respect to any theft or attempted theft claim: \$10,000

16. Indemnity

- (a) The Customer will release, hold harmless and indemnify Page Hire from and against all liabilities, actions, claims, damages, losses, costs and expenses of whatever nature, howsoever occurring which may accrue against or be suffered by Page Hire arising out of or in any way connected with the hiring of the Equipment unless caused by the wilful misconduct of Page Hire or its servants or agents acting within the scope of their employment.

17. Advertising

- (a) Page Hire shall be permitted to affix any sign or advertising device or identification marks to the Equipment as it shall determine.

18. GST

- (a) All prices in this Agreement and quoted on www.pagehire.com.au are GST exclusive unless otherwise advised.

19. Late Payments

- (b) Invoices not paid by the Customer by the due date may incur a late fee of up to 20%, invoiced monthly.
- (c) Invoices not paid by the Customer by the due date may be deducted from customer supplied credit card held on Page Hire system.
- (d) Invoices not paid by the Customer may be forwarded on to collection agencies where applicable costs will be added to the invoice.

20. Additional rates

- (a) Page Hire reserves the right to revise hire rates and related charges without notice including Clause 20 (c)
- (b) Plant Risk assessments are noted at www.pagehire.com.au or as otherwise advised by Page Hire from time to time.
- (c) Additional rates (delivery, cleaning, repairs etc.) are noted at www.pagehire.com.au or as otherwise advised by Page Hire from time to time.
- (d) Afterhours access to Page Hire's yard is by appointment and fees may apply.

21. Collection of information

- (a) The Customer agrees that Page Hire may obtain from and provide to third parties information about the Customer's creditworthiness and payment record.
- (b) The Customer agrees that Page Hire may use any personal information held on the Customer for any purpose.
- (c) Page Hire advises the Customer that any personal information is generally collected:
- (i) For the primary purposes of maintaining a customer record, delivery, supply of goods and services, account keeping, invoicing, debt collection, locating and or retrieving Page Hire Equipment, credit reference checks, credit listing; and
- (ii) For the secondary purposes of marketing activities, marketing planning, product development, customer and market research and product recalls.
- (d) A Customer's personal information may be disclosed to Page Hire's agents, distributors, contractors, and related entities, to facilitate the primary and secondary purposes mentioned in subclause (c) hereof, or as otherwise required by law.

22. Definitions

- (a) "Agreement" means this Hire Agreement and the Particulars of Hire Agreement;
- (b) "Customer" means (unless agreed otherwise by Page Hire) the person or entity who signs this Agreement including its servants or agents;
- (c) "Equipment" means the plant or equipment hired by the Customer and as identified in the Particulars of Hire Agreement;
- (d) "GST" means the goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* or any amendment or replacement Act.
- (e) "Hire Charges" means the agreed charges for the Hire Period in accordance with Clause 2.
- (f) "Hire Period" means the period commencing under clause 6(a) and ceasing under Clause 6(b);
- (g) "Insurer" means Page Hire's nominated insurer from time to time.
- (h) "Page Hire" means Page Hire ABN 86 312 511 565;
- (i) "Particulars of Hire Agreement" means the particulars attached hereto.