



Hire Agreement

HIRE DETAILS

The Hirer named below hereby offers to hire from E.I Group Consulting Project Management Pty Ltd trading as **Braeside Rentals**' ABN 28 601 083 881 (**E.I Group**) the Equipment described below. The Equipment is hired according to this Hire Agreement comprising these Hire Details and the attached **E.I Groups**' Standard Terms and Conditions of Hire (**Terms**) which become binding on acceptance of the offer by **E.I Group**.

Hirer name: **ABN**

Hirer address

Contact name **Contact numbers**

Equipment

Hire Period

Rental fees

Commencement Date

Collection Site

Relocation Site

Security Bond

HIRER'S APPROVED/AUTHORISED AGENT:

This offer is made on behalf of the Hirer by:

Name _____

Telephone _____

who acknowledges receipt of a copy of the attached copy of the Standard Terms and Conditions of Hire (2 pages) and plan or specifications describing the Equipment, if and who claims they have authority to make this offer on the Hirer's behalf, and that the Hirer exists as an entity capable of making a legal contract.

X _____
Signature of authorised person on behalf of Hirer

X _____
Date

E.I Group accepts this offer to hire.

X _____
Signature of authorised person on behalf of E.I Group

X _____ Signature
Date

Standard Terms and Conditions of Hire

1 Definitions & interpretation

- (a) These terms and conditions of hire (**Terms**), together with the Hire Details, form a binding agreement between the Hirer and E.I Group Consulting Project Management Pty Ltd trading as Auzbilt Transportable Buildings ABN 28 601 083 881 (**E.I Group**)(**Hire Agreement**).
- (b) In these Terms unless the context requires otherwise:
- (i) headings are for reference only;
 - (ii) a reference to E.I Group included a reference to any person to which E.I Group may assign the ownership of the Equipment and the benefit of the Hire Agreement;
 - (iii) **ACL** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
 - (iv) **Applicable Laws** includes all relevant Commonwealth, State and local government legislation, by laws, ordinances and regulations;
 - (v) **Business Day** means a day that is not a Saturday, Sunday or any other day that is a public holiday or a bank holiday in Melbourne, Victoria;
 - (vi) **Claim** means any and all claims arising from or in relation to the Hire Agreement howsoever caused, whether wilfully or otherwise (including repudiation), and whether for fundamental or non-fundamental breach of contract, in tort (including negligence) or for breach of any statutory provision;
 - (vii) **Collection Date** means the date on which the Equipment is collected by the Hirer or the Hirer's agent from the Collection Site;
 - (viii) **Collection Site** means the collection site specified in the Hire Details;
 - (ix) **Commencement Date** means the date specified as the commencement date in the Hire Details or such other date as is agreed between E.I Group and the Hirer in writing;
 - (x) **Description** means the description of the Equipment set out in the Hire Details;
 - (xi) **Equipment** means the equipment specified in the Hire Details;
 - (xii) **GST, GST Law, Taxable Supply, Tax Invoice and Commissioner** have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**);
 - (xiii) **Hirer** means the person (including company or firm) named as the Hirer in the Hire Details, and any assignees of the Hirer permitted by E.I Group;
 - (xiv) **Hire Details** means the document described as such to which these Terms are attached;
 - (xv) **Hire Period** means subject to clause 8 of these Terms, the hire period specified in the Hire Details or such other period as is agreed between the Hirer and E.I Group;
 - (xvi) **Personal Property Securities Register, Purchase Money Security Interest, Security Agreement and Security Interest** have the meanings given to those terms in the PPSA;
 - (xvii) **PPSA** means the *Personal Property Securities Act 2009* (Cth);
 - (xviii) **Rental Fee** means the rental fee specified in the Hire Details;
 - (xix) **Scheduled Hire Period** means the hire period specified in the Hire Details; and
 - (xx) **Security Bond** means a security deposit in the amount specified in the Hire Details, if any;
- (c) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 Collection & inspection

- (a) E.I Group shall make the Equipment available in good and substantial repair to the Hirer for collection at the Collection Site on the Commencement Date.

- (b) The Hirer may arrange with E.I Group to inspect the Equipment for defects or any failure to meet the Description prior to collection.
- (c) If the Hirer collects the Equipment the Hirer is deemed to have accepted that the Equipment meets the Description.

3 Hire Period

The period of hire of the Equipment by the Hirer shall commence on the Commencement Date, or on the day the Hirer (or the Hirer's agent) collects the Equipment from the Collection Site, whichever is earlier, and shall terminate:

- (a) on the expiry of the Hire Period or such other date agreed by the Hirer and E.I Group; or
- (b) upon termination of the hire in accordance with clause 8.

4 Payment of Rental, Stamp Duty & GST

- (a) The Hirer shall pay the Rental Fee for:
 - (i) the Scheduled Hire Period to E.I Group in full on the Collection Date; and
 - (ii) for any extension to the Scheduled Hire Period (whether agreed by E.I Group or not), on demand by E.I Group.
- (b) E.I Group shall reimburse the Hirer the proportion of any Rental Fee which relates to a period after the date on which the Equipment is returned to the Collection Site or other location agreed by E.I Group.
- (c) The Hirer shall pay E.I Group:
 - (i) the amount of any state stamp duty levied on E.I Group in respect of the Hire Agreement before the Collection Date; and
 - (ii) any other amount payable to E.I Group under the Hire Agreement when due or, if no due date is specified in these Terms, on demand.
 - (iii) interest calculated at the rate of 10% simple interest per annum on any amounts payable by the Hirer to E.I Group which remain unpaid for 14 days after the date for payment set out in E.I Group's invoice for such amounts, or on demand by E.I Group, as applicable, until payment has been received by E.I Group in full.

5 Hirer's general obligations

- (a) The Hirer agrees and acknowledges that E.I Group owns the Equipment and the Hirer only has the right to use Equipment during the Hire Period; and
- (b) The Hirer shall not, without E.I Group's written consent:
 - (i) sell, assign, or encumber the Equipment;
 - (ii) remove any attachment to or part of the Equipment;
 - (iii) create any lien or charge over the Equipment;
 - (iv) alter any identifying number or mark on the Equipment; or
 - (v) attempt or purport to do any of such things.
- (c) The Hirer shall:
 - (i) use the care of a prudent owner in the use and maintenance of the Equipment in good order and repair during the Hire Period, fair wear and tear excepted, and observe the recommendations of the manufacturer and E.I Group;
 - (ii) notify E.I Group in writing immediately following the loss of or any damage to Equipment however caused;
 - (iii) subject to clause 8(a)(i), make good any damage to Equipment using new parts supplied by the manufacturer of the Equipment or a supplier recommended by such manufacturer or procure an insurer of the Equipment to do so;

- (iv) subject to clause 8(a)(i), deliver up the Equipment upon expiry or termination of the Hire Period in good order and repair in conformity with clause 5(c)(i);
- (v) deliver up the salvage of the Equipment upon E.I Group's declaring that any damage cannot be repaired; and
- (vi) where E.I Group is insured in respect of theft of or damage to the Equipment which gives rise to termination of this Hire Agreement under clause 8 or in respect of delivery of the Equipment as referred to in clause 5(c)(v), deliver to E.I Group a properly completed insurance report in respect of the theft or damage and shall provide any other information or report which E.I Group or the insurer may require.

6 Indemnity and Compensation

The Hirer shall:

- (a) use and operate the Equipment at its own risk;
- (b) indemnify E.I Group and keep if indemnified to the full extent permitted by law from and against all proceedings and demands (including proceedings and demands in respect of injury to person or property) by any person whatsoever arising out of or alleged to arise out of the Hirer's possession, use, operation or otherwise in respect of the Equipment;
- (c) indemnify E.I Group and keep them indemnified against any state duty and where applicable in respect of any amount payable under the Hire Agreement, to pay the appropriate amount;
- (d) pay to E.I Group on demand any moneys which E.I Group may see fit to remedy the Hirer's default in the performance of its obligations in respect of the Equipment including any amounts paid or payable in respect of the repair of damage;
- (e) indemnify E.I Group in respect of any amount it expends on notifying its interest in any Equipment under any statute;
- (f) compensate E.I Group for any loss or diminution in value (fair wear and tear excepted) of the Equipment; and
- (g) compensate E.I Group for any damage it suffers in consequence of the Hirer repudiating its obligations in respect of the Equipment under this Agreement.

7 Hirer's obligations continue

- (a) E.I Group and the Hirer agree that notwithstanding any defect in or breakdown of or damage to the Equipment:
 - (i) subject to clause 7(b), the obligations of the Hirer to pay the Rental Fee shall continue; and
 - (ii) except as required by Applicable Law, E.I Group shall not be liable to the Hirer for or in respect of any loss or damage to the Equipment or other of the Hirer's property.
- (b) If E.I Group advises the Hirer that repairs required for any item of Equipment cannot be effected as soon as E.I Group would ordinarily expect, E.I Group may supply replacement equipment.

8 Termination of the right to possession and repossession

E.I Group and the Hirer agree that:

- (a) E.I Group may by notice writing to the Hirer terminate the Hire Agreement and the Hirer's right to possession of the Equipment, if:
 - (i) the Hirer declares that the Equipment has been stolen pursuant to clause 8(b)(i), or E.I Group declare that any damage to Equipment cannot be repaired;
 - (ii) the Hirer repudiates its obligations under the Hire Agreement;
 - (iii) if the Hirer commits an act of insolvency; or
 - (iv) the Hirer suffers a change of control as referred to in section 50AA of the *Corporations Act 2001*;
- (b) The Hirer may by notice writing to E.I Group terminate the Hire Agreement if:

- (i) the Equipment has been stolen and has not been recovered within ten Business Days and the Hirer declares to E.I Group that the Equipment has been stolen; or
- (ii) E.I Group repudiates its obligations under the Hire Agreement.

9 Return or collection of the Equipment

- (a) If the Hire agreement is terminated under clause 8(a) or upon expiry of the Term, the Hirer must, at its cost, return the Equipment to E.I Group by delivering the Equipment to an address nominated by E.I Group.
- (b) If the Hirer terminates this agreement in accordance with clause 8(b), the Hirer must make the Equipment available for collection by E.I Group during normal working hours.
- (c) All Equipment returned to or collected by E.I Group (other than Equipment returned for replacement or repair) must be:
 - (i) accompanied by all accessories and manuals provided by E.I Group to the Hirer; and
 - (ii) in as good condition as when delivered to the Hirer (subject to normal fair the wear and tear)(**Original Condition**).
- (d) In the event that any Equipment is returned to or collected by E.I Group other than in accordance with clause 9(b), the Hirer indemnifies E.I Group in respect of, and will pay on demand, E.I Group's costs of replacing accessories or manuals or for restoring Equipment to its Original Condition

10 Repossession of Equipment

- (a) The Hirer acknowledges and agrees that, if it fails to return the Equipment when it is required to do so under these Terms, in addition to E.I Group's other rights, E.I Group or its authorised agents may (subject to clause 10(b) and complying with any Applicable Law) take all necessary steps to enter any premises where E.I Group reasonably believes the Equipment may be located and repossess the Equipment.
- (b) E.I Group will give the Hirer 24 hour notice before exercising E.I Group's rights under clause 10(a) unless the law provides that this is not required.

11 Disclaimer of warranties

- (a) Upon delivery of the Equipment, the Hirer must inspect the Equipment and satisfy itself that the Equipment is in good operating order and condition.
- (b) The Hirer agrees that it must rely on its own judgment as to the:
 - (i) quality and condition of the Equipment; and
 - (ii) fitness and suitability of the Equipment for any particular purpose.
- (c) Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or liability implied in these Terms or protected by law (including any guarantees under Australian Consumer Law) to the extent such exclusion, restriction or modification would render these Terms or any provision of the Hire Agreement void, illegal or unenforceable (**Consumer Guarantees**).
- (d) Subject to any Consumer Guarantees, any condition, warranty, right or liability which would otherwise be implied in these Terms and the Hire agreement or protected by law is excluded.
- (e) The Hirer represents and warrants that:
 - (i) it has the right and authority to enter into and perform its obligations under the Hire Agreement;
 - (ii) it has received and carefully read each document which forms the Hire Agreement prior to entering into the Hire Agreement, and has based its decision to hire Equipment solely on their contents.

12 Liability

- (a) The total liability of E.I Group for any and all Claims is limited in the aggregate as follows:
 - (i) for Claims in relation to Consumer Guarantees to:
 - (A) in the case of the Equipment, anyone or more of the following:

- (I) the replacement of the Equipment or supply of equivalent equipment; the repair of the Equipment;
- (II) the payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or
- (III) the payment of the cost of having the Equipment repaired; and
- (B) in the case of services, anyone or more of the following:
 - (I) supplying the services again; or
 - (II) payment of the cost of having the services supplied again; and
- (ii) for all other Claims, to an amount equivalent to the Hire Fees paid by Hirer under this agreement during the first 12 months of the Term (or during such shorter period in the event the Claim arises within 12 months after the Commencement Date).
- (b) Subject to applicable Consumer Guarantees, E.I Group may make any election contemplated by clause 12(a)(i).
- (c) Subject to applicable Consumer Guarantees, E.I Group will not be liable for any indirect or consequential, incidental, special or indirect cost, loss or liability, delay costs, or any loss of business, opportunity, revenue, goodwill, profit or savings.

13 GST

- (a) In this clause and the rest of the Hire Agreement, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.
- (b) To the extent that a party makes a taxable supply in connection with the Hire Agreement, except where express provision is made to the contrary and subject to this clause, the consideration payable by a party under the Hire Agreement represents a value of the taxable supply for which payment is to be made.
- (c) If a party makes a taxable supply in connection with the Hire Agreement for consideration, then the party liable to pay for the taxable supply shall also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- (d) A party's right to payment under the Hire Agreement is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

14 PPSA

- (a) The Hirer must do anything E.I Group reasonably asks and considers necessary (at the Hirer's own expense) such as obtaining consents, signing and producing documents, getting documents completed and signed, and supplying information to:
 - (i) provide more effective security over the Equipment, or any other personal property over which E.I Group have a Security Interest for payment of money owing to E.I Group in connection with the Hire Agreement;
 - (ii) bind the Hirer and any other person intended to be bound under the Hire Agreement;
 - (iii) ensure that a Security Interest is enforceable, perfected (including where possible, by control in addition to registration) and otherwise effective;
 - (iv) enable E.I Group to apply for any registration, or give any notification, in connection with a Security Interest created by the Hire Agreement so that the Security Interest has the priority E.I Group require and any notice in relation to it;
 - (v) enable E.I Group to exercise its rights in connection with the Equipment; and
 - (vi) show whether the Hirer is complying with the Hire Agreement.
- (b) E.I Group may, at the Hirer's expense, apply for any registration, or give any notification, in connection with a Security Interest created under the Hire Agreement.
- (c) The Hirer agrees that E.I Group:

- (i) need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4) of the PPS Act, or any other provision of the PPS Act notified to the Hirer by E.I Group after the date of this agreement, to the extent the law permits them to be excluded;
- (ii) may not exercise rights under sections 142 and 143 of the PPSA to the extent the law permits them to be excluded; and
- (iii) need not give any notice required under the PPSA including a notice of a verification statement, but not including a statement under section 135) unless the requirement to give the notice cannot be excluded;

and the Hirer acknowledges that, subject to the PPSA, if the Equipment gives rise to proceeds (by being dealt with or otherwise), the Security Interest:

- (A) continues in the Equipment; and
- (B) attaches to the proceeds (and nothing in the Hire Agreement will be taken to provide otherwise).

15 Chargee's rights

The Hirer acknowledges and agrees:

- (a) E.I Group as owner may charge the Equipment, or may have charged the Equipment in favour of a bank or other financier (**Chargee**) to secure finance to E.I Group;
- (b) any such Chargee shall have the same rights of inspection and access to the Equipment as E.I Group has under these Terms;
- (c) the Hirer shall not hinder or obstruct the Chargee from taking possession of the Equipment under its charge and in such event this Hire Agreement shall automatically terminate and E.I Group shall not be liable to the Hirer in relation to such termination.

16 Security Bond (if applicable)

- (a) The Security Bond secures E.I Group against any failure by the Hirer to comply with the conditions of this Hire Agreement relating to the care or repair of the Equipment or the payment of the Rental Fee or other charges due.
- (b) In the event of a breach of the Hire Agreement by the Hirer, E.I Group may apply the Security Bond wholly or in part to any loss or damages sustained, or unpaid charge and claim payment accordingly.
- (c) The Hirer shall not apply the Security Bond as part of the Rental Fee without E.I Group's written consent.
- (d) Following redelivery of the Equipment to, or collection of the Equipment by, E.I Group, E.I Group shall repay to the Hirer any part of the Security Bond which has not been applied pursuant to this Hire Agreement.

17 Notices

- (a) A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:
 - (i) in writing, in English and signed by a person authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post, or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.
- (b) A Notice given in accordance with clause 17(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post:
 - (A) within Australia, five Business Days after the date of posting; or
 - (B) to or from a place outside Australia, seven Business Days after the date of posting;
 - (iii) if sent by electronic means, upon provision of a receipt;

but if the delivery, receipt or transmission is not on a Business Day, the Notice is taken to be received on the next Business Day.

18 General

- (a) The Hire Agreement may be executed in counterparts. All executed counterparts constitute one document.
- (b) No variation, waiver or modification of the terms of the Hire Agreement shall be valid unless in writing and signed by or on behalf of the parties to the Hire agreement.
- (a) In the event of any dispute in connection with the Hire Agreement, its terms are to be governed by the laws of Victoria, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia in connection with matters concerning the Hire Agreement.