

CENTENARY HIRE TERMS & CONDITIONS

1. DEFINITIONS

In this agreement:

1.1 "Centenary" means Jaevale Pty Ltd (ACN 121 250 780) trading as Centenary Hire & Sales;

1.2 "Hirer" means the person, business or corporation specified overleaf hiring the Equipment from Centenary;

1.3 "Equipment" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer and specified overleaf.

2. INSPECTION

The Hirer has inspected the Equipment prior to taking possession of the Equipment and is:

2.1 satisfied that the Equipment is clean, in good repair and in safe working order;

2.2 aware of the proper use for which the Equipment is designed and is satisfied that it is suitable for the purpose required;

2.3 satisfied with the instructions given in the proper and safe manner of using the Equipment and is familiar with its proper and safe use.

3. USE OF EQUIPMENT

The Hirer agrees that the Equipment is to be used.

3.1 in a skilful and proper manner and for the purpose and within the capacity for which it was designed;

3.2 for legal purposes and in a legal manner and the Hirer will comply at its own expense with requirements of all government authorities and relevant legislation;

3.3 at the address provided by the Hirer, and the Equipment is only to be removed from this address for the purpose of returning it to Centenary;

3.4 by the Hirer or suitably competent employees or, with the approval of Centenary, by a suitably competent, certified or licensed operator in accordance with any manuals, operating instructions or safety advices provided with the Equipment, and the Hirer must ensure that such matters are brought to the attention of anyone operating the Equipment.

4. PERIOD OF HIRE

The period of Hire will commence from either:

4.1 the commencement date and time as shown overleaf; or

4.2 the time when the Equipment is delivered to the Hirer at the address specified overleaf whichever is the earlier; and will terminate;

4.3 the time when the Equipment is returned to Centenary; or

4.4 the time the Hirer notifies Centenary that the Equipment is ready for collection by Centenary. Such notification will be deemed to have been properly given only when the Hirer has received from a member of the office hire control staff of Centenary, an off hire number.

This period of hire will terminate on whichever is the later event of 4.3 or 4.4.

Notification by the Hirer that the Equipment is ready for collection and the receipt by the Hirer of an off hire number will not relieve the Hirer for liability for the Equipment until it is collected by Centenary. Centenary will collect the Equipment within 48 hours of being requested to do so by the Hirer and issuing an off hire number to the Hirer.

5. RETURN OF EQUIPMENT AND TERMINATION

5.1 The Hirer must return the Equipment to Centenary during regular business hours.

5.2 Centenary may terminate this agreement at its sole discretion and the Hirer authorises Centenary and representatives to enter without notice upon such land as may be necessary to recover the Equipment.

6. HIRING CHARGES

The Hirer must pay the hire charges at the rate and in the manner specified during the hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer.

7. LATE RETURN

If the Equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for each extra hour or part thereof.

8. DELIVERY, INSTALLATION AND COLLECTION

If the Hirer requests Centenary to deliver, install or collect the Equipment, the Hirer agrees to pay to Centenary all of Centenary's reasonable expenses occurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to prepare the site.

9. UNLOADING AND LOADING EQUIPMENT

9.1 The Hirer is responsible for dismantling Equipment before it is collected by Centenary. If an employee of Centenary assists in the loading, unloading or dismantling of the Equipment the Hirer agrees to indemnify Centenary for any property damage or personal injuries in relation to this assistance whether or not due to negligence. If Centenary is required to dismantle the Equipment before collecting it, the Hirer must pay Centenary's reasonable expenses of doing this.

9.2 The Equipment will be delivered to a place with vehicle access, and the hirer must make it available for collection at the same place with vehicle access.

10. EQUIPMENT MAINTENANCE

The Hirer agrees to:

10.1 keep and maintain the Equipment in a clean condition and good repair and working order;

10.2 service the Equipment in a skilful and proper manner and to supply all oil and grease necessary for operation of the Equipment at its own expense or, if the Hirer cannot service the Equipment, contact Centenary to service the Equipment, in which case Centenary may charge reasonable expenses for this service;

10.3 supply all fuel necessary for the operation of the Equipment at its own expense;

10.4 repair or replace damaged tyres; and

10.5 give Centenary access to the Equipment for inspection at any reasonable time without Centenary giving prior notice.

11. EQUIPMENT FAILURE

If Equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of the Equipment and to notify Centenary immediately. The Hirer must not attempt to repair the Equipment without the consent of Centenary and will immediately return the Equipment to Centenary's premises if required to do so by Centenary. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, Centenary agrees, in its discretion, to:

11.1 repair the Equipment within a reasonable time;

11.2 make similar Equipment available, or

11.3 adjust the rental charge.

Centenary will in no circumstances be liable for any loss sustained by the Hirer.

12. ACCIDENT

The Hirer must immediately notify Centenary of any accident involving the Equipment.

13. CLEANING AND REPAIR

If the Equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted), Centenary may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the Equipment, restoring it to good repair and working order, or replacing Equipment which cannot reasonably be repaired.

14. LOSS

The Hirer will be liable for the cost of replacement of Equipment lost or stolen while in its possession. The Hirer agrees to advise Centenary immediately of the loss, theft or damage.

15. PAYMENT

Accounts are due and payable at the end of the Hire period. Hire, delivery, installation and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. Where credit is extended terms are cash either 30 days or 10 days (depending on the terms of the Hirer's credit application) from date of statement. Payments must be finalised immediately upon return of the Equipment. Any deposit paid, or credit card provided, by the Hirer may be used by Centenary in payment of any hire or other charges payable under this agreement.

16. COLLECTION COSTS

The Hirer must pay all costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period on an indemnity basis.

17. PURCHASE ORDER

The use of Hirer's purchase order number on this contract is for the Hirer's convenience and identification only. Absence of a purchase order number will not be grounds for non payment of rental charges when the Hirer has had possession, or the right to possession, of the Equipment.

18. HIRER MUST NOT DEAL WITH EQUIPMENT

Centenary may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer must not allow any lien to be created over the Equipment nor sell, transfer, sublease, mortgage or charge the Equipment and will indemnify Centenary against any losses or expenses incurred as a result of its loss of possession of the Equipment for any of these reasons.

19. STAND DOWN

If the Hirer wishes to stand down an item of Equipment he must phone Centenary each day on the day stand down is required and seek a stand down number from Centenary who will have the discretion to refuse the stand down and require the Equipment to be returned forthwith or made available for collection. Any stand down will commence from the time permission is granted to the Hirer by Centenary. A reduced rate of 50% of the normal daily rate may apply at the sole discretion of Centenary.

20. EXCLUSION OF WARRANTIES

This contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the Equipment is suited for its intended use. The Hirer warrants that it has made its own independent inspection and has not relied on any representations by Centenary.

21. INDEMNITY

The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the Equipment during the hire period whether or not due to the negligence of Centenary, its employee or agent or any other person and agrees to indemnify Centenary with respect to these claims.

22. NO INSURANCE

The Hirer acknowledges that the Equipment is not insured by Centenary while it is on hire.

23. CALCULATION OF CHARGES

23.1 Charges are based on time out not time used.

23.2 One day's hire is for eight hours work in twenty four.

23.3 One week is seven consecutive days including weekends and holidays.

23.4 Extra days are charged at 1/5th of the weekly rate.

23.5 Payments to be made under this agreement have been calculated exclusive of any

GST or duty, and the Hirer agrees to pay Centenary any GST or duty payable in relation to the hire of the Equipment.

24. GENERAL

24.1 The provisions of this contract are severable, so that the invalidity, unenforceability, or waiver of any of the provisions will not affect the remaining provisions.

24.2 The law relating to this agreement will be the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland courts.

24.3 All payments to Centenary will be made without set-off, deduction or counterclaim.