

Conditions of Hire:

1. Definitions and Interpretation –

1.1 In these Terms and Conditions:

(1) Account Holders means a Hirer who holds an account with Aldeck.

(2) Agreement means these Terms and Conditions of Hire together the quotation provided by Aldeck (if any), by which the Hirer has agreed to hire the Equipment.

(3) Aldeck means the Aldeck Group Pty Ltd ABN 75 605 702 270.

(4) Business Hours are 9.00am to 4.00pm on weekdays other than public holidays.

(5) Cycle Billing Period means the period between the expiry of the Initial Period and the return or collection of the Equipment, during which the Hirer will be billed on a periodic basis for the hire of the Equipment. The Cycle Billing Period will commence automatically following the expiration of the Initial Period, and will continue indefinitely until the Equipment is returned or collected in accordance with this Agreement.

(6) Delivery of the Equipment is deemed to have occurred when it is collected by the Hirer or transported to a location at the request of the Hirer and Delivered has a corresponding meaning.

(7) Equipment means the goods hired by the Hirer from Aldeck in accordance with this Agreement.

(8) Hire Fees means the price payable in respect of the hire of the Equipment calculated in accordance with the Rates, as specified in the Invoice.

(9) The Hirer means the person, company or other legal entity hiring the Equipment from Aldeck. Where the context permits, it includes the Hirer's Personnel.

(10) Initial Period means the fixed initial hire period agreed between Aldeck and the Hirer, commencing on the date of Delivery, or pick up of the Equipment.

(11) Invoice means a tax invoice issued by Aldeck to the Hirer

specifying the Hire Fees and any ancillary costs payable by the Hirer to Aldeck for the hire of the Equipment.

(12) Intellectual Property is all of Aldeck's and its Related Bodies Corporate's present and future patents and patent application; rights to inventions; copyright and related rights; trademarks; service marks; trade names; domain names and URLs; rights in goodwill or to sue for passing off; rights in designs; registered designs; rights in computer software; database rights; and any other intellectual property rights.

(13) Insolvency Event means:

(a) the Hirer, being an individual, commits an act of bankruptcy;

(b) the Hirer becomes insolvent;

(c) the Hirer ceases, or threatens to cease, carrying on the business.

(d) the Hirer is unable to pay Aldeck's debts as they fall due;

(e) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of the Hirer's assets, operations or business.

(14) Non-Account Holders means a Hirer who does not hold an account with Aldeck.

(15) Personnel means any employee, agent, sub-contractor, contractor, partner or officer of a party.

(16) PPSA means the Personal Property Securities Act 2009 (Cth).

(17) PPSR means to the Personal Property Securities Register.

(18) Rates means Aldeck's rates of hire.

(19) Rental Period means:

(a) the Initial Period; and

(b) the Cycle Billing Period.

(20) Terms means these Terms and Conditions of Hire.

(21) Use means use, installation, removal, storage, maintenance or transport by or on behalf of the Hirer.

1.2 Every provision of this Agreement is independent of the others. Any provision which is prohibited or unenforceable will be deemed removed to the extent of the prohibition or unenforceability without invalidating the remaining provisions.

1.3 This Agreement will be governed by the laws of Victoria and Aldeck and the Hirer submits to the non-exclusive jurisdiction of the courts of that State.

1.4 These Terms supersede all previously issued Terms. Aldeck is not bound by any terms and conditions contained in any document issued by the Hirer whether issued before or after this Agreement.

1.5 The Hirer is deemed to have agreed to these Terms upon signing these Terms or by taking Delivery of the Equipment.

2. Hire Period –

2.1 The Rental Period commences when the Hirer takes possession of the Equipment, or when Aldeck delivers the equipment in accordance with the Hirer's instructions, and for Non-Account Holders the Rental Period ends when the Equipment is returned to Aldeck's possession. For Account Holders the Rental Period ends when a call is placed to Aldeck to arrange collection of the Equipment and an "off hire" number is issued. The Rental Period also includes weekends and public holidays.

2.2 The minimum Rental Period will be 14 days for all customers.

2.3 The Hire must pay the Hire Fees and any other expenses payable under this Agreement in the manner and on the due date set out in the Invoice.

2.4 If the Hirer is not an Account Holder, the Equipment will not be Delivered to the Hirer until Aldeck receives payment of the full amount of the Hire Fees and any other expenses payable under this Agreement in the manner set out in the Invoice.

2.5 The Hirer must notify Aldeck within seven (7) days of any errors with the Invoice.

2.6 If the Hirer fails to make payment of any amount on the Hire Fees or

other expenses payable under this Agreement on the due date and in the manner set out in the Invoice:

(a) it will be considered a material breach of this Agreement;

(b) the Hirer must pay to Aldeck interest on the full amount outstanding at the rate equal to 3% higher than the penalty interest rates fixed by the Attorney-General of Victoria pursuant to section 2(1) of the Penalty Interest Rate Act 1983 (Vic) calculated monthly from the period from the due date until the payment is received; and

(c) The Hirer must pay Aldeck on demand on a full indemnity basis, all costs incurred in recovering any amount owed to Aldeck by the Hirer.

2.7 The Hirer is not permitted to claim a reduction in Hire Fees for Equipment returned before the end of the Initial Period, except as provided for in clause 11.6. Aldeck will not refund any Hire Fees prepaid by the Hirer for any period outside of the Rental Period.

2.8 The Hirer must not deduct any part of the Hire Fee as retention money.

2.9 The Hirer must not set off against the Hire Fees any amounts due from Aldeck.

2.10 All Hire Fees, and all other expenses payable under this Agreement in relation to the supply of goods and services are exclusive of GST (as defined under the relevant legislation), unless stated otherwise, and will be payable by the Hirer to Aldeck.

3. Delivery, Pick up, Installation and Removal –

3.1 The Hirer may pick up the Equipment or ask Aldeck to deliver the Equipment.

3.2 If Aldeck agrees to Deliver, pick up, install, or remove the Equipment, Aldeck will do so as the agent of the Hirer. All Hire Fees assume collection and return of Equipment by the Hirer from and to Aldeck's depot. Delivery, installation, dismantling and pickup costs are not included in the Hire Fees, and are additional payments which are payable by the Hirer at the

same time as the Hire Fees are due to be paid.

3.3 The Hirer acknowledges and agrees that provision of clear access for delivery vehicles is the sole responsibility of the Hirer.

3.4 If Aldeck is delayed or prevented from delivering or removing the Equipment to or from any location for any reason beyond its reasonable control, it may charge the Hirer additional delivery charges. The additional delivery charges will be based on the duration of delay or the time spent by Aldeck in unsuccessfully attempting to deliver or remove the Equipment, and will be calculated for every period of 15 minutes (or part thereof).

3.5 If the Hirer elects to return the Equipment, rather than retaining Aldeck to collect the Equipment, the Equipment must be returned during Business Hours, and to either the Aldeck location from which the Hirer initially collected the Equipment, or such other location as nominated by Aldeck.

3.6 The Hirer must "off hire" the Equipment when the hire is complete by contacting the office of Aldeck and obtaining an "off hire" number (which the Hirer should retain) once the Equipment has been returned or Aldeck is retained to collect the Equipment. The "off hire number" confirms the expiration of the Rental Period. The Hirer will be invoiced for the Rental Period.

3.7 The Hirer is liable for all costs, expenses, damages or loss (including consequential loss) which may arise as a direct or indirect result of the Delivery, pick up, installation or removal of the Equipment by Aldeck as agent for the Hirer, whether caused by the Hirer, Aldeck, or any other person.

3.8 Aldeck will not be liable to the Hirer for any failure to perform, or delay in performing Aldeck's obligations under this Agreement if the failure or delay is due to an act of war, revolution or terrorism, or an act of God, or any other event beyond the control of Aldeck. If such failure or delay continues for a period of 30 days Aldeck may terminate this Agreement

by giving written notice. This clause does not apply to any obligations to make payments under this Agreement.

4. Receipt of Equipment –

4.1 On Delivery of the Equipment, the Hirer must notify Aldeck within 24 hours of any defects in the Equipment, and must return the defective Equipment to Aldeck. Failing such notification, the Hirer will be deemed to have accepted the Equipment in the condition in which it was provided, and as suitable and fit for the purpose for which the Hirer intends to use the Equipment.

4.2 Risk in the Equipment passes to Hirer upon the Equipment being despatched for Delivery. The Hirer accepts all risk involved in the Use and possession of the Equipment.

5. Use of the Equipment –

5.1 The Hirer must ensure that the Equipment is used at all times in a proper, professional and responsible manner. The Hirer must also ensure that the Equipment is used strictly in accordance with Aldeck's instructions and procedures.

5.2 The Hirer must at all times ensure that the Equipment is maintained in good condition and kept clean. The Hirer will be liable for the costs of any cleaning which Aldeck considers necessary before or after the return of the Equipment to Aldeck.

5.3 The Hirer must not, without Aldeck's prior written consent, alter or make additions to the Equipment.

5.4 The Hirer must not deface the Equipment, or deface, remove or conceal any Aldeck logo, identifying mark or number on the Equipment.

5.5 The Hirer must ensure that the Use of the Equipment is at all times strictly in accordance with:

- (1) all applicable laws, and
- (2) any relevant industry usage, custom and standards for goods similar to the Equipment.

5.6 The Hirer must obtain and maintain, at its own expense, any insurance, permit or license that may

be required under any law or by any statutory or other authority for the use of the Equipment, including its installation or removal. Without limiting the Hirer's obligations under this clause, the Hirer must obtain all permits required under any relevant planning, environment or health and safety legislation, and must ensure that its personnel are appropriately inducted, trained and supervised so as to ensure the safe and lawful use of the Equipment.

5.7 The Hirer must insure the Equipment against all loss or damage, and Aldeck's interest must be noted on such insurance policy.

6. Retention of Title –

6.1 The Hirer acknowledges and agrees that property in and title to any Equipment or any part of the Equipment remains with Aldeck and does not pass to the Hirer.

6.2 The Hirer and Aldeck further agree that:

(1) the Hirer must hold the Equipment as bailee of Aldeck;

(2) the Equipment must be kept separate and identifiable;

(3) if the Hirer fails to make any payment in accordance with the Agreement or Invoice, Aldeck may give notice in writing to return the Equipment to Aldeck and, if the Hirer fails to return the Equipment, Aldeck is hereby authorised to enter the Hirer's premises or the premises of any agent at which the relevant Equipment is located, without liability for trespass or any resulting damage, and take possession of the Equipment;

(4) in the event that the Equipment is converted or comingled with other Equipment, property in and title to the end Equipment vests in Aldeck;

(5) under no circumstances will the Equipment be deemed to be a fixture.

6.3 The Hirer must not change the Equipment in any way nor offer, sell, assign, sublet, mortgage, pledge, grant or otherwise give any interest in the Equipment, or otherwise deal with the Equipment in anyway which is inconsistent with the rights of Aldeck as the owner.

6.4 The Hirer must at all times ensure that the Equipment is used in a safe manner, and must not deliberately damage, abuse or mistreat the Equipment or allow the Equipment to be deliberately damaged, abused, or mistreated.

6.5 If any damage, loss, theft or destruction of the Equipment occurs, whether the Hirer was responsible or not, the Hirer must immediately notify Aldeck and provide full details of the damage, loss theft or destruction.

6.6 The Hirer must not make any representation or do anything that may tend to induce any person to believe the Equipment is not the property of Aldeck. If possession of the Equipment is taken by any third party for any reason, the Hirer must account to Aldeck for the proceeds of the sale, disposal or transfer of the Equipment until the Hirer's total indebtedness to Aldeck is discharged. Further, the Hirer authorises Aldeck to take any action it deems necessary to protect its rights in the Equipment, at the cost of the Hirer.

7. Personal Properties Securities Act 2009 –

7.1 The Hirer acknowledges that this Agreement together with any Invoice:

(1) constitute a security agreement for the purposes of the PPSA;

(2) create a Security Interest in all Equipment described in the Agreement or Invoice or both;

7.2 The Hirer acknowledges and agrees that Aldeck may effect a registration on the PPSR in relation to any Security Interest arising under or connection with any Agreement, including a Purchase Money Security Interest.

7.3 The Hirer agrees that it must:

(1) promptly sign any further documents and provide any further information which Aldeck may reasonably require to:

(a) register a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPSR;

(b) register any document required to be registered by the PPSA;

(c) correct a defence in a statement referred to in clauses 7.3(1) or 7.3(2) above;

(2) indemnify, and upon demand reimburse Aldeck for all expenses incurred in registering a Financial Statement or Financing Change Statement on the PPSR or releasing any Equipment charged thereby;

(3) not register a Financing Change Statement in respect of any Security Interest without Aldeck's prior written consent; and

(4) not register, or permit to be registered, a Financing Statement or Financing Change Statement in relation to the Equipment in favour of a third party without Aldeck's prior written consent.

7.4 The Hirer hereby waives its right to receive any notice under the PPSA (including notice of a verification statement) unless such notice is required by the PPSA and cannot be excluded.

7.5 If chapter 4 of the PPSA applies to the enforcement of a Security Interest arising under or in connection with this Agreement, the Hirer agrees that the following provisions of the PPSA will not apply to the enforcement of that Security Interest and the Hirer hereby waives any rights associated with the following provisions:

(a) section 95 (notice of removal of accession), to the extent that it requires Aldeck to give the Hirer a notice;

(b) section 96 (when a person with an interest in the whole may retain an accession);

(c) section 121(4) (enforcement of liquid assets – notice to grantor);

(d) section 125 (obligation to dispose of or retain collateral);

(e) section 130 (notice of disposal), to the extent that it requires Aldeck to give the Hirer a notice;

(f) section 132(3)(d) (contents of statement of account after disposal);

(g) section 142 (redemption of collateral);

(h) section 143 (reinstatement of security agreement);

(i) section 157 (notification of verification statement).

7.6 Where a person is a controller in relation to the Equipment, part 4.3 of the PPSA does not apply to the enforcement of any Security Interest in the Equipment by that controller.

7.7 Neither Aldeck, nor the Hirer, will disclose information of the kind specified in section 275(1) of the PPSA (except in the circumstances required by sections 275(7)(b) to (e) of the PPSA).

7.8. Expressions used in this clause 7 and in the PPSA have the same meaning as when used in the PPSA.

7.9 Aldeck is not obliged, before exercising a right under this Agreement or conferred by law, to give the Hirer any notice or demand, or allow a lapse of time, that is required by law unless the notice, demand or lapse of time cannot be excluded. A reference to a notice under this clause includes any notice under the PPSA.

8. Damaged and Missing Equipment –

8.1 If the Equipment is returned or collected in a condition which in the opinion of Aldeck renders it unusable for hire, or if the Equipment is stolen or missing, the Hirer must pay Aldeck on demand the cost of replacement or repair of the Equipment, calculated in accordance with the relevant Damaged & Lost Materials price list as published on Aldeck's website, www.aldeck.com.au, from time to time.

8.2 Other than for the costs of replacing or repairing the Equipment, which will be dealt with under clause 8.1. the Hirer will be liable for all costs, expenses, damages and loss (including consequential loss), incurred by Aldeck arising out of the Equipment not being returned or collected, including where the Equipment has been stolen or is missing.

8.3 The Hirer is at all times responsible for the Equipment while in its possession or under its control.

8.4 The Hirer must notify Aldeck immediately of any damage to or loss of the Equipment, and must provide Aldeck with full particulars and details of the nature and cause of the damage or loss of the Equipment.

8.5 Aldeck may enter any premises where the Equipment or any part of it is, or believed to be located for the purpose of:

- (1) Inspecting or testing the Equipment,
- (2) Protecting Aldeck's rights or interest in the Equipment,
- (3) Ensuring compliance with any law, including any law relating to health and safety, or
- (4) Exercising its right to take possession or control of the Equipment.

9. Intellectual Property –

9.1 The Hirer acknowledges and agrees that:

- (1) the Intellectual Property remains the property of Aldeck;
- (2) the Agreement does not confer on the Hirer any proprietary right or title to any of the Intellectual Property;
- (3) it will notify Aldeck as soon as practicable of any infringement or suspected infringement of intellectual property by a third party.

10. Damage Waiver –

10.1 When a damage waiver charge is paid by the Hirer, Aldeck will not make a claim against the Hirer for any accidental damage to the Equipment during the period covered by the charge. This damage waiver is conditional upon the damage being covered under Aldeck's insurance policy and the Hirer has paid to Aldeck the amount of any excess payable by Aldeck under that insurance policy. If the Hirer does not pay a damage waiver then they must ensure they have adequate insurance in place to cover any damage to the Equipment

11. Termination –

11.1 Aldeck may immediately terminate this agreement without notice:

- (1) if an Insolvency Event occurs;
- (2) if the Hirer breaches a term of this Agreement.

11.2 If Aldeck terminates this Agreement in accordance with clause 9.1 Aldeck:

- (1) will immediately retake possession of the Equipment, and the Hirer will be liable for any unpaid Hire Fees; and
- (2) the Hirer will be required to pay liquidated damages equal to 2 weeks' Hire Fees (which the parties agree to be a reasonable estimate of the costs incurred by Aldeck in order to retake possession of the Equipment).

11.3 Aldeck may terminate this Agreement for convenience by providing 30 days' prior written notice to the Hirer.

11.4 The Hirer may terminate this Agreement with immediate effect by written notice if Aldeck:

- (1) commits a material breach of this Agreement which is not remediable, (or where the breach is capable of remedy) is not remedied within 30 days after being required by notice to do so.; and
- (2) materially breaches a term of this Agreement.

11.5 The Hirer may terminate this Agreement by providing 30 days' prior written notice to Aldeck.

11.6 If Aldeck terminates this Agreement in accordance with clause 11.2, Aldeck will refund the Hirer a pro-rata payment for any Hire Fees paid by the Hirer as at the date of termination, less a deduction for reasonable expenses incurred by Aldeck in connection with the recovery and/or transport of the Equipment.

11.7 Nothing in this clause 11 limits any rights Aldeck may have:

- (1) In respect of the Equipment;
- (2) Against the Hirer; or

(3) Against any other person, at any time.

11.8 Aldeck may sub-contract all or any part of its rights and obligations under this agreement without the Hirer's consent.

12. Warranties and Guarantees –

12.1 Aldeck acknowledges that the Hirer may be a consumer for the purposes of applicable State or Federal law, with the consequence that

(1) Certain warranties or conditions may be implied into this Agreement; and

(2) Certain guarantees may be conferred on Hirer and certain rights and remedies may be conferred on Hirer, which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, Aldeck's liability to Hirer is limited at Aldeck's option to:

(3) In the case of goods:

(a) Replacement or repair of the goods; or

(b) Payment of the cost of replacing or repairing the goods; and

(c) In the case of services:

(d) Resupply of the services; or

(e) Payment of the cost of resupplying the services.

12.2 Subject to clause 10.1 and to the maximum extent permitted by law:

(1) Aldeck excludes all conditions, warranties, guarantees or representations (expressed or implied) in relation to this Agreement or its subject matter, including all warranties and guarantees as to the quality, suitability or fitness of the Equipment for any particular purpose;

(2) Aldeck is not responsible to Hirer or to any other person for any loss (including consequential loss), damage, or injury, caused by, resulting from or in any way connected with, the Use of the Equipment, howsoever caused, including due to Aldeck's negligence, breach of contract, breach of any law, in equity, or under any indemnity; and

(3) Aldeck will not be responsible for failure or delay in Delivery, pick up, installation or removal and will have no liability to Hirer or any other person for any loss (including any consequential loss) arising out of such failure or delay.

13. Liability and Indemnity –

13.1 The Hirer is liable for all costs, expenses, damages or loss (including consequential loss) whether caused by the Hirer or any other third party, arising directly or indirectly out of the Use of the Equipment.

13.2 To the maximum extent permitted by law, the maximum amount recoverable by the Hirer from Aldeck under or in connection with this Agreement is limited to the Hire Fees paid by the Hirer to Aldeck under this Agreement.

13.3 In the case of dry hire of equipment the hirer acknowledges and agrees that it is solely responsible for the correct erection and use of the equipment and the hirer must ensure it complies with any relevant legislation concerning occupational health and safety requirements associated with the installation or use of the equipment.

13.4 The Hirer agrees to indemnify and keep indemnified Aldeck and Aldeck's Personnel from all liabilities (including legal costs), damages, suits, actions, claims and demands which they may suffer or incur arising either directly or indirectly out of the Use of the Equipment.

13.5 The Hirer must not do or allow to be done any act matter or thing which may invalidate or prejudice:

(1) any insurance policy held by Aldeck,

(2) Aldeck's defence or prosecution of any claim, or

(3) any rights right Aldeck may have against any person.

14. Location and Use of Equipment –

14.1 The Hirer must expressly inform Aldeck of the location of the Equipment during the Rental Period.

14.2 The Hirer must not:

(1) Part with possession of the Equipment;

(2) Allow any other person to use the Equipment; or

(3) Permit removal of the Equipment from the location at which the Hirer represented it would be located, without the prior written consent of Aldeck.

14.3 The Hirer must store the Equipment in a safe place, and do all other things necessary to ensure the continued safety and preservation of the Equipment.

15. Collection, Storage and Use of Information –

15.1 The Hirer authorises Aldeck to collect, store, use and disclose information about the Hirer for the purposes related to the provision of hire services (including whether to allow credit on the

Hirer's account), reporting information to any credit agency, marketing Aldeck's goods and services, and enforcing any rights under this Agreement.

15.2 If personal information is collected, stored or used by Aldeck, it will be dealt with in accordance with the Privacy Act 1988. In particular, any individual may access personal information held about him or her (subject to the permissible limitations contained in the Privacy Act 1988), and may request correction of that personal information.

16. The Hirer's Warranties –

16.1 Any person signing any document on behalf of the Hirer in respect of the hire of the Equipment warrants that they:

(1) Have the Hirer's authority to contract with Aldeck on the Hirer's behalf; and

(2) Have been authorised by the Hirer to bind the Hirer to hire the Equipment under this Agreement, and agrees to indemnify Aldeck against all losses, costs and claims incurred by Aldeck if this is not the case.



16.2 If there is any variation to the legal structure or management of the Hirer, including (but not limited to) change in directors, senior management or trustee, or change in partnership or conversion to or from a company or to or from a trust, the Hirer must notify Aldeck in writing within 7 days providing details of that change.

16.3 The Hirer may not assign in whole or in part this Agreement or any benefit under this Agreement without Aldeck's prior written consent.

17. Changes to Terms and Conditions –

17.1 Aldeck may amend these Terms at any time by publishing the amendments on its website www.aldeck.com.au, or otherwise notifying the Hirer in writing.

18. General –

18.1 Any failure of Aldeck to insist upon strict performance by the Hirer of these Terms will not be construed as a waiver of Aldeck's right to demand strict compliance.

18.2 Aldeck may exercise its rights under this Agreement personally or through its agents.

Executed By:

Business Name: _____

A.B.N.: _____

Business Address: _____

Postal Address: _____

Business Telephone: _____

Mobile Number: _____

Email: _____

Authorised Person Signature: _____

Authorised Person Print Name: _____