

**Between** Grove Hire Pty Ltd ABN 30 076 376 442 and Grove Toilet Hire Pty Ltd ABN 35 114 053 128("Grove Hire").  
Grove Hire's head office is 5 Mega Rise, Pakenham, Victoria 3810.

**And** Name:

Cardholder's Name:

Phone No:

Visa

Mastercard

Card No:

Expiry Date:

CVV:

### 1 Interpretation

1.1 Terms defined in Grove Hire's Terms and Conditions of Trade have the same meaning in this Credit Card Direct Debit Service Agreement (Direct Debit Agreement).

### 2 Debiting The Hirer's Credit Card

- 2.1 By signing the Direct Debit Agreement, the Hirer authorises Grove Hire to debit funds from the Hirer's nominated credit card account for any amount payable under the Agreement and any other agreement between the Hirer and Grove Hire.
- 2.2 If any payment falls due on a non-business day, it will be debited from the Hirer's nominated credit card account on the following business day.
- 2.3 All enquiries should in the first instance be directed to Grove Hire.
- 2.4 The Hirer's records and account details held by Grove Hire will be kept confidential, except information required by Grove Hire's financial institution in the event of a claim or in relation to an alleged incorrect or wrongful debit.

### 3 Changes

- 3.1 If the Hirer wants to request a change to the debit arrangements, the Hirer must contact Grove Hire at least 14 days prior to the next scheduled debit date. The Hirer should contact Grove Hire before contacting the Hirer's financial institution.
- 3.2 These requests may include:
- (a) deferring the debit;
  - (b) stopping an individual debit;
  - (c) suspending the Direct Debit Agreement; or
  - (d) cancelling the Direct Debit Agreement completely.
- 3.3 However, as Grove Hire has relied on the Hirer's agreement to honour the Direct Debit Agreement, Grove Hire would be

unlikely to agree to a request to change it, unless the Hirer provides a reasonable proposal as to how the Hirer will make good the payment obligations under the Agreement.

### 4 Hirer's Obligations

- 4.1 It is the Hirer's responsibility to:
- (a) ensure that the Hirer's nominated credit card account can accept direct debits (the Hirer's financial institution can confirm whether the Hirer's credit card account can accept direct debits);
  - (b) check the Hirer's nominated credit card details with the Hirer's financial institution before completing the Direct Debit Agreement; and
  - (c) advise Grove Hire immediately if the nominated credit card account is transferred or closed.
- 4.2 If the Hirer's debit is returned or dishonoured by the Hirer's financial institution, the Hirer should contact Grove Hire to make suitable arrangements to rectify the non-payment. If no contact is made, Grove Hire reserves the right to redraw the non-payment plus any reasonable damages and fees payable pursuant to the Agreement at any time at Grove Hire's discretion.
- 4.3 If the debit is returned or dishonoured, the Hirer will be responsible for paying any varying charges including, but not limited to, taxes, reasonable damages payable pursuant to the Agreement and any other fees and charges.

### 5 Disputes

- 5.1 If the Hirer believes there has been an error in the direct debit, the Hirer should immediately contact Grove Hire during business hours before contacting the Hirer's financial institution.
- 5.2 The Hirer will receive a refund of the debit amount if Grove Hire cannot substantiate the reason for the debit.

By signing this Credit Card Direct Debit Service Agreement, the Hirer acknowledges having read and understood the terms and conditions contained in this Credit Card Direct Debit Service Agreement.

Date:

Date:

Signature:

Signature:

Print Name:

For and on behalf of the Hirer

Print Name:

For and on behalf of Grove Hire

### Office Use Only

Site Address:

Contract #:

Licence #:

Invoice #:

## Conditions Of Trade

Grove Hire Pty. Ltd. ABN 30 076 376 442 and Grove Toilet Hire Pty. Ltd ABN 35 114 053 128

### 1 Definitions

- 1.1 In this agreement:  
"ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated Regulations as amended. "Consumer" is as defined in the ACL and in determining if the Hirer is a consumer, the determination is made if Hirer is a consumer under this agreement. "Equipment" means the items hired out by the Owner to the Hirer, including all portable buildings, containers, toilets, temporary fencing and accessory items. "Hirer" means any person, firm or corporation, jointly and severally if more than one, who hires equipment from Grove Hire Pty. Ltd. "Owner" means Grove Hire Pty. Ltd. (ABN 30 076 376 442 ACN 076 376 442) and Grove Toilet Hire Pty. Ltd. (ABN 35 114 053 128 ACN 114 053 128). "PPSA" means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended. "Terms" means these Conditions of Trade.

### 2 Basis of Contract

- 2.1 The Terms apply exclusively to every agreement for the hire of Equipment by the Owner to the Hirer and cannot be varied or replaced by any other terms without the Owner's prior written consent.
- 2.2 Any written quotation provided by the Owner to the Hirer concerning the proposed hire of Equipment is valid for 30 days and is an invitation to treat only.
- 2.3 Any terms in the Owner's quotation form part of the Terms and, if inconsistent, will prevail to the extent of the inconsistency.

### 3 Terms of Payment

- 3.1 Unless otherwise agreed, hire charges will commence from the time the Equipment leaves the Owner's premises (if collected by the Hirer) or from the time it arrives at the destination the Hirer specified (if delivered by the Owner) until termination of the hire of the Equipment in accordance with clause 13.
- 3.2 Hire charges will be based upon a twenty-four-hour period from the date specified on the delivery docket and will continue to accrue over weekends and public holidays.
- 3.3 The rate of hire charges will be as specified by the Owner from time to time and may be varied by the Owner at its sole discretion immediately upon giving the Hirer written notice. Variations will apply from the time of written notification of the variation to the Hirer.

- 3.4 The Hirer will pay a deposit as required by the Owner which will be forfeited to the Owner if the Hirer breaches this agreement. Forfeiture will not affect any other rights of the Owner under this agreement.

- 3.5 In addition to the hire charges specified by the Owner the Hirer will pay to the Owner the amounts of any GST, tax duty, levy, charge or other expense paid or payable by the Owner to any government or government authority in respect of the use of the Equipment together with the Owner's standard delivery and/or collection charges from time to time together with any expenses incurred by the Owner as a result of a breach by the Hirer of its obligations pursuant to the agreement.

- 3.6 The Hirer agrees to pay the Owner's hire and other charges at the time and in the manner specified by the Owner or, if not specified within seven days of the date of the relevant invoice without set-off or demand. The Owner may at its option render invoices to the Hirer at the commencement or completion of the hire period or periodically throughout the hire period.

- 3.7 Unless otherwise agreed, no relief from hire charges nor any claims will be allowed by the Owner for stoppages due to causes out of the Owner's control including, without limitation, bad weather or site conditions.

### 4 Payment Default

- 4.1 Where any amount becomes overdue all unpaid amounts which would become payable by the Hirer to the Owner at a later date, will immediately become due and payable by the Hirer to the Owner without the requirement of any written notice to the Hirer, and the Owner may, without prejudice to any of its other accrued or contingent rights:

(a) charge the Hirer interest on any unpaid sum at the rate of 20% per annum;

(b) charge the Hirer for, and the Hirer must indemnify the Owner from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with this agreement or to recover any Equipment;

(c) cease or suspend supply of any further Equipment to the Hirer.

- 4.2 The only discounts available to the Hirer will be those agreed in writing by the Owner. If the Hirer breaches this agreement, then any discounts on any unpaid invoice is automatically revoked and the full price is payable for all hire charges from that time onwards.

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### 5 Property and Risk

- 5.1 Ownership of the Equipment will at all times remain with the Owner.
- 5.2 No person will be entitled to use, dispose of or otherwise deal with the Equipment in any way which is inconsistent with the Owner's rights or these Terms.
- 5.3 Neither payment of compensation nor any other circumstances or event will amount to, constitute or result in any transfer of property or interest in the Equipment from the Owner.
- 5.4 The Hirer acknowledges that the Owner may inspect the Equipment at any time during the period of hire, whether notice of such inspection is given to the Hirer or not, and the Hirer shall provide to the Owner all assistance and co-operation necessary to facilitate such inspection of the Equipment. The Hirer shall indemnify the Owner in relation to any action from trespass in the course of the Owner reasonably exercising its right to inspect the Equipment.
- 5.5 This agreement is personal to the Hirer and the Hirer will not:
- (a) assign or sub-contract its rights and obligations; or
  - (b) sell or offer for sale, assign, mortgage, pledge, lend or otherwise part with possession of the Equipment; or
  - (c) allow any other person to use or have possession of the Equipment; or
  - (d) allow any lien to be levied upon the Equipment whether for repairs or otherwise without the prior written consent of the Owner, which may be withheld at the Owner's absolute discretion.
- 5.6 The Hirer will protect the Equipment against execution or seizure and will indemnify the Owner against all resultant losses (including any consequential losses), costs, charges damages and expenses (including any legal costs on a solicitor and client basis) incurred by the Owner as a result of a breach of this clause 5 by the Hirer.
- 5.7 The Hirer will maintain the Equipment on a daily basis in compliance with the requirements of the Owner.
- 5.8 The Owner may assign or sub-contract its rights and obligations under this agreement without notice to the Hirer.
- 5.9 The Hirer agrees that Equipment hired out by the Owner to, or at the request of, the Hirer shall be at the Hirer's risk immediately on delivery to the Hirer or collection by the Hirer.

### 6 Loss of or Damage to Equipment

- 6.1 If, once the Equipment has been collected from the Owner or delivered to the Hirer, the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under this agreement to safeguard the Equipment.
- 6.2 In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall:
- (a) immediately stop using the Equipment;
  - (b) take all steps necessary to prevent the Equipment from sustaining any further damage;
  - (c) take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment, and;
  - (d) not repair or attempt to repair the Equipment without the Owner's prior written consent.
- 6.3 Subject to clauses 6.4 and 6.5, breakdowns or defects in the Equipment resulting from:
- (a) proper and ordinary use of fair wear and tear; or
  - (b) the development of an inherent fault or a fault not ascertainable prior to commencement of the period of hire; may, at the Owner's option, either be repaired or the Equipment replaced at the Owner's expense. No charge will apply from the date of notice of breakdown until the repair or replacement of the Equipment.
- 6.4 If the Hirer is a consumer and the defect or breakdown cannot be remedied or is a "Major failure" as defined in the ACL, then nothing in this clause limits the consumer's rights under section 259(3) of the ACL.
- 6.5 If the Hirer is not a consumer and the repair is impracticable and replacement Equipment is not available, the Owner may terminate this agreement and will not have any liability whatsoever to the Hirer for such termination or any consequences for breakdown.
- 6.6 If the Equipment is lost or damaged, and the loss of or damage to the Equipment is caused by the negligence of the Hirer or the breach of any term of this agreement by the Hirer, the Hirer shall be liable for the following:
- (a) any costs incurred by the Owner in repairing or replacing the Equipment; and
  - (b) hire charges for the Equipment until the Equipment is repaired or replaces any other costs whatsoever incurred by the Owner as a result of the damage to or the loss of the Equipment.

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### 7 Delivery and Transport

- 7.1 Unless delivered by the Owner, the Hirer must arrange appropriate transport of the Equipment from the Owner's premises to its own.
- 7.2 If the Equipment requires transportation for repair or replacement, then cost of transport is born by the Owner unless the repair or replacement is due to damage or breakdown of the Equipment caused by the Hirer.
- 7.3 Any period or date for delivery of the Equipment stated by the Owner is an estimate only and not a contractual commitment.

### 8 The Hirer's Obligations

- 8.1 The Hirer will:
- (a) pay all hire charges together with any other charges or amounts that may become due and payable to the Owner under these Terms;
  - (b) upon delivery or collection of the Equipment immediately examine the Equipment to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Equipment. In accepting the Equipment, the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as required. The Hirer acknowledges that it has not in any way relied upon the skill or judgment of any representations made by or on behalf of the Owner in respect of the Equipment, its purpose, use or performance and it has not made known, either expressly or by implication, to the Owner any purpose for which it requires the equipment;
  - (c) use the Equipment in a skillful, proper, safe and prudent manner and only for the purpose and within the capacity for which it was designed;
  - (d) comply with any directions, instructions, specifications and recommendations as to the use of the Equipment given by the Owner;
  - (e) hold all necessary licence, permits and permits necessary for the operation of the Equipment;
  - (f) at its own expense clean, and keep and maintain the Equipment in good condition and repair, failing which, the Hirer will reimburse the Owner for any costs, claims, loss, damage, or expenses incurred by the Owner;
  - (g) The Hirer will pay all costs associated with the cleaning of the equipment and all accessory items;
  - (h) ensure that the Equipment is stored safely, securely and protected from theft, fire and distress;
  - (i) not alter, make additions to, deface or erase any identifying mark, plate, trademark writing or number on or in the Equipment or interfere with or modify the Equipment in any other manner;
  - (j) be responsible for any damage, other than fair wear and tear, to the Equipment;

- (k) be liable for the cost of freight to retrieve Equipment that has been abandoned for any reason;
- (l) comply at its own expense with all local authority, State and Federal laws, ordinances and regulations including in particular any occupational health and safety laws which may affect the Equipment while it is the possession of or being used by the Hirer;
- (m) not without the prior written consent of the Owner keep or store in the Equipment or on or near any of the Equipment any volatile spirits or explosive goods or goods which are or may become dangerous, corrosive, highly combustible, offensive (including radioactive materials) or likely to encourage any vermin or pests. Any such goods stored in or near the Equipment may at any time be destroyed, disposed of, abandoned or rendered harmless by the Owner without compensation to the Hirer and without effecting the Owner's rights under this agreement. The Hirer authorises the Owner to have unrestricted access to the Equipment for the purpose of exercising the Owner's rights under this clause;
- (n) supply the operator of the Equipment with all necessary manuals and instructions (both written and oral) necessary for the safe use of the Equipment.

### 9 Personal Property Securities Act

- 9.1 For the purposes of this clause the terms used in this clause 9 have the same meaning as contained in the PPSA.
- 9.2 If the Owner determines that any agreement for hire between the Owner and Hirer is or contains a security interest for the purposes of the PPSA, the Hirer must, at its cost and immediately upon the Owner's request:
- (a) do all things reasonably required (including execution of documents) to ensure the Owner has a continuously perfected security interest (as defined in the PPSA) created in the Equipment pursuant to any agreement for hire. This includes, but is not limited to:
    - (i) providing details of any item of collateral sufficient to complete registration of the security interest in accordance with the requirements of the PPS legislation;
    - (ii) enabling the Owner to apply for registration of or give any notification in relation to the security interest;
    - (iii) enabling the Owner to exercise rights in relation to the security interest;
  - (b) procure from any person considered by the Owner to be relevant to its security position, such agreements and waivers as the Owner may at any time require to ensure the Owner attains the highest-ranking security possible in respect of the security interest.

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- 9.3 In circumstances where any agreement for hire constitutes a PPS Lease, the Hirer acknowledges that it is the grantor and the Owner is the secured party holder of a Purchase Money Security Interest ("PMSI") by virtue of the agreement for hire and the PPSA.
- 9.4 The Hirer must not, except with the Owner's express written consent, allow to be, or be liable to become, perfected or attached in favour of any person, a security interest in any of the Equipment, and whether to a provider of new value or otherwise.
- 9.5 Where permitted by the PPSA, the Hirer waives any right to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
- 9.6 The Owner and Hirer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA shall apply to the agreement for hire.
- 9.7 9.7 To the extent permitted by the PPSA:
- (a) the provision of Chapter 4 of the PPSA which are for the benefit of the Hirer or which place obligations on the Owner will apply only to the extent that they are mandatory, or the Owner agrees to their application in writing;
- (b) where the Owner has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- 9.8 For the purposes of section 275(6) of the PPSA, the Owner and Hirer agree and undertake that any agreement for hire and any information pertaining to the rental of the Equipment and details of the Equipment shall be kept confidential at all times. Neither party may disclose any information pertaining to any agreement for hire or the rental of the Equipment, except as otherwise required by law or that is already in the public domain.
- 9.9 The Hirer hereby consents and appoints the Owner to be an interested person and the Hirer's authorised representative for the purposes of section 275(9) of the PPSA.
- 10 Exclusion of Warranties, Etc.**
- 10.1 Except as specifically set out in the Terms or contained in any express warranty provided with the Equipment, this agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly manufacture, design or performance of the Equipment, or any contractual remedy for their failure.
- 10.2 If the Hirer is a consumer, nothing in these Terms restricts, limits or modifies the Hirer's rights or remedies against the Owner for failure of a statutory guarantee under the ACL.
- 10.3 If clause 10.2 does not apply, then other than as stated in the Terms or any written warranty statement, the Owner is not liable to the Hirer in any way howsoever arising under or in connection with the use of, storage or any other dealings with the Equipment by the Hirer or any third party.
- 10.4 The Owner is not liable for any indirect or consequential losses or expenses suffered by the Hirer or any third party, howsoever caused, including but not limited to loss of turn over, profits, business or goodwill or any liability to any other party, except to the extent of liability imposed by the ACL.
- 10.5 The Owner will not be liable for any loss or damaged suffered by the Hirer where the Owner has failed to meet any delivery date or cancels or suspends the supply of the Equipment.
- 10.6 Nothing in the Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods which cannot be so excluded, restricted or modified.
- 11 Release and Indemnity**
- 11.1 The Hirer is solely responsible for all risks relating to or arising from the selection, use, storage and location of the Equipment.
- 11.2 The Hirer must indemnify the Owner and keep the Owner harmless from all costs, actions, claims, demands, loss or damage (including all legal costs on a full indemnity basis) arising from or in connection with the Equipment or as a result of its use, storage or location, except where the Owner has failed to comply with a statutory guarantee under the ACL.
- 11.3 The Owner is not responsible for any property stolen from or damaged whilst in the Equipment or any property left in the Equipment after the Equipment has been returned to the Owner.
- 12 Theft and Damage Waiver**
- 12.1 The Theft and Damage Waiver is compulsory for Cash Sale Clients. The Owner agrees to waive its rights under this agreement to claim from the Hirer any sum of money in excess of \$1,500 inclusive of GST or 15% whichever is the greater which arises out of any loss, destruction of or damage to Equipment which is caused by fire, storm, earthquake, collision, accident, theft or burglary, provided that in the case of theft or burglary the Hirer has supplied to the Owner satisfactory evidence that:
- (a) the Hirer has promptly reported the theft or burglary to the police; and
- (b) the Hirer has taken adequate and reasonable precautions to protect the Equipment against theft or burglary. As a minimum, the Hirer must keep the Equipment in a safe secure locked private compound when not in use.

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- 12.2 In addition, the theft and damage waiver contained in clause 12.1 will not apply to loss of or damage to the Equipment in the following circumstances:
- (a) loss or damage resulting from overloading, exceeding rated capacity, failure to maintain, misuse, abuse, or improper servicing of the Equipment.
  - (b) loss or damage due to mysterious disappearance of the Equipment;
  - (c) loss or damage caused by misappropriation or wrongful conversion of the Equipment by the Hirer;
  - (d) loss or damage by the use or operation of the Equipment in contravention of any of these conditions;
  - (e) loss or damage by the use or operation of the Equipment in violation of any law regulation or by-law;
  - (f) glass breakage;
  - (g) loss or damage occurring whilst the Equipment is being carried over water;
  - (h) loss or damage to accessories tables, chairs, sinks, toilet pans and systems. Markings or holes in portable building walls or roofs and other similar accessories and situations; or damage caused by exposure to any corrosive substance, including any caustic, hazardous or toxic materials, cyanide, salt water or acid.
- 12.3 The Hirer acknowledges that nothing in this clause derogates from the Hirer's obligations contained in clause 8.
- 13 Termination of Hire**
- 13.1 The Owner may at any time and in its unfettered discretion terminate the hire of the Equipment to the Hirer whereupon the Hirer shall immediately attend to any of the obligations remaining under this agreement and make the Equipment available for collection.
- 13.2 The Hirer may terminate the hire of Equipment by:
- (a) delivering the Equipment to the Owner during normal working hours; or
  - (b) notifying the Owner that the Equipment is ready for collection, provided that the Hirer keeps the Equipment safe and secure until collection. When notifying the Owner that the Equipment is ready for collection, the Hirer must obtain an "off hire" number, failing which the Hirer will not be deemed to have notified the Owner that the Equipment is ready for collection.
- 13.3 If the Equipment is returned to or collected by the Owner in a state which is unsatisfactory or in breach of the Terms then the hire period will be deemed to continue until the Equipment is in a state which is satisfactory to the Owner, or any breach of this agreement has been remedied (whichever is the later). The Owner undertakes to take all reasonable steps to put the Equipment into a satisfactory state as soon as is reasonably possible after the return or collection of the Equipment.
- 13.4 Upon termination of hire, the Owner is entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner as his agent and authorizes and licences the Owner to:
- (a) enter upon any land or premises upon which the Equipment is situated or where the Owner has any reason to believe that the Equipment may be situated;
  - (b) disconnect, dismantle and remove the Equipment whether or not it is affixed to the land or the premises, connected to property or equipment not owned by the Owner, in use by the Hirer or any other person or containing property not owned by the Owner.
- 13.5 The Hirer releases the Owner from and indemnifies the Owner against any claims arising from removal and collection of the Equipment in accordance with the clause. Should the Equipment contain any property not owned by the Owner, the Owner shall store that property for a period of 14 days from the termination of hire. The Owner may charge the Hirer reasonable storage fees for the storage of that property. Should the property not be collected at the expiry of 14 days after the termination of the hire of the Equipment the Owner may sell the property, and the Hirer releases the Owner from and indemnifies the Owner against any claims which any person may have directly or indirectly arising from the sale of the property or whether through negligence, sale at under value, sale of property owned by a third party or howsoever.
- 13.6 After termination of hire, and until the Equipment has been collected by the Owner, the Equipment shall remain the sole risk of the Hirer, and the Hirer will indemnify the Owner in respect of any loss of or damage to the Equipment in those circumstances and where an off hire number has been obtained but the Owner has not collected the Equipment.
- 14 Insurance**
- 14.1 The Hirer will maintain at its own expense all appropriate policies of insurance, including:
- (a) for all damage to or arising out of the hire of the Equipment in an amount not less than the full replacement cost of the Equipment howsoever occurring, unless the Hirer has taken the benefit of the theft and damage waiver option pursuant to clause 8 in which case such insurance policies need not cover the loss or damage specified in clause 12; and
  - (b) for all third party and public liability risks in respect of the hire or use of the Equipment by the Hirer for not less than \$10 million for any one occurrence.

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| <p><b>15 Director/s Guarantee/s</b></p> <hr/> <p>15.1 The Hirer acknowledges and agrees that its Director/s may be required execute the attached Deed of Guarantee and Indemnity, guaranteeing and indemnifying the Owner from any liability attaching to the Hirer pursuant to the Terms.</p> <p><b>16 Customer Restructure</b></p> <hr/> <p>16.1 The Hirer must notify the Owner in writing of any change in its structure or management including any change in director, shareholder or management or change in partnership or trustee within 7 days of the date of the change.</p> <p><b>17 Miscellaneous</b></p> <hr/> <p>17.1 The law of Victoria from time to time governs the Terms. The parties agree to the non- exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.</p> <p>17.2 This agreement replaces and supersedes all other terms and conditions of hire, if any, previously in force between the Owner and the Hirer and no variation of these conditions will bind either party unless confirmed by the Owner in writing.</p> <p>17.3 A notice or invoice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices or invoices sent by pre-paid post are deemed to be received upon posting. Notices or invoices sent by email or facsimile are deemed received on the confirmation of successful transmission.</p> <p>17.4 The person signing this agreement for and on behalf of the Hirer agrees with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.</p> | <p>17.5 If this agreement or any clause of it becomes void or unenforceable for any reason, then that part will be severed from this agreement to the intent that all parts that do not become void or unenforceable will remain in full force and effect and be unaffected by any severance of other parts.</p> <p>17.6 The rights and obligations of the Hirer and the Owner will continue and not be affected by termination of the hire of the Equipment. Termination of the hire of the Equipment will be without prejudice to any right of action already given to the Hirer or Owner in respect of any breach of this agreement by the other party.</p> <p>17.7 Subject to clause 17.2, the parties acknowledge that this agreement contains the entire agreement concluded between the parties notwithstanding any prior or subsequent negotiations or discussions or representations. Any such conditions, warranties or representations are hereby expressly excluded.</p> <p>17.8 Time is to be the essence of all obligations of the Hirer in this agreement.</p> <p>17.9 Failure by the Owner to insist upon strict performance of any terms contained herein, or to exercise in whole or in part any right that it may have under this agreement at law, shall not be deemed to be a waiver of any rights that the Owner may have and shall not be deemed a waiver of any subsequent breach of any of the Terms.</p> <p>17.10 A statement in writing made up from the books of the Owner and signed by any director, secretary or credit manager of the Owner of the amount due or owing by the Hirer as at the date mentioned in that statement will be prima facie evidence that that amount is due and owing without it being necessary to produce any books or vouchers to verify the same.</p> <p>17.11 Any credit accommodation granted may be withdrawn at any time for any reason without notice.</p> <p>17.12 The Hirer acknowledges and agrees that its Director/s shall execute the attached Privacy Act Authorisation/Agreement to enable the Owner to check on the creditworthiness of the Director/s and the Hirer, for the purpose of this agreement.</p> |
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