

**RELIABLE HIRE AUST PTY LTD**  
**ACN 149 347 928 ABN 64 149 347 928**  
 56 Enterprise Street  
 SVENSSON HEIGHTS QLD 4670  
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 Fax: (07) 4153 2324  
 Email: accts@reliablehire.com.au  
 Website: www.reliablehire.com.au



**APPLICATION FOR COMMERCIAL CREDIT**

**Customer**

<b>Trading name</b>			
<b>Name of company, trust, person(s) or partnership operating business</b>			
<b>ACN</b>		<b>ABN</b>	
<b>Business street address</b>			
<b>Business postal address</b>			
<b>Contact person</b>		<b>Tel (b/h)</b>	
<b>Fax (b/h)</b>		<b>Email</b>	
<b>Name of bank</b>		<b>Branch</b>	
<b>Account no.</b>		<b>BSB</b>	
<b>Date business commenced</b>		<b>Nature of business</b>	

**Details of directors/partners**

<b>Name</b>		<b>DOB</b>	
<b>Address</b>		<b>Drivers licence</b>	
<b>Title</b>		<b>Mobile</b>	

<b>Name</b>		<b>DOB</b>	
<b>Address</b>		<b>Drivers licence</b>	
<b>Title</b>		<b>Mobile</b>	

**Trade references**

<b>Name</b>		<b>Telephone</b>	
<b>Address</b>		<b>Fax</b>	
<b>Name</b>		<b>Telephone</b>	
<b>Address</b>		<b>Fax</b>	
<b>Name</b>		<b>Telephone</b>	
<b>Address</b>		<b>Fax</b>	

# TERMS AND CONDITIONS

## Definitions

- In this Agreement, the following expressions shall have the following meaning:
  - 'Agreement'** means this agreement and any annexure of attachment.
  - 'Reliable Hire'** means Reliable Hire Aust Pty Ltd ACN 149 347 928 and its related bodies corporate (as that term is defined in the *Corporations Act 2001*).
  - 'Customer'** means the person, firm, organisation, partnership, corporation, trust or other entity hiring Equipment from Reliable Hire.
  - 'Equipment'** means all or any equipment (including, unless otherwise agreed, any replacement parts, components, and other items used to service and maintain the Equipment), including associated or attached tools, accessories and parts hired by Reliable Hire to the Customer in accordance with this Agreement, as the context requires.
  - 'Commencement Date'** means the date the Hire Period commences, being the earlier of:
    - the date of delivery of the Equipment to the Customer; or
    - the date the Customer collects the Equipment from Reliable Hire's premises.
  - 'Hire Period'** means the term the Equipment is hired by the Customer as agreed between the Parties and starting on the Commencement Date.
  - 'Hire Charge'** means the amount payable by the Customer to Reliable Hire to hire the Equipment for the Hire Period, as based on Reliable Hire's current price list (as amended from time to time) or as based upon rates set out in this Agreement (where applicable).
  - 'Additional Costs'** means any and all amounts which are or may become payable by the Customer under this Agreement in addition to the Hire Charge, including, but not limited to, the costs of consumables, applicable travel, transport and/or float charges, toll charges, traffic management expenses, disposal fees, recovery charges, and any other costs and/or expenses incurred by Reliable Hire in relation to the supply of Equipment on hire and/or resulting from the loss and/or damage to the Equipment.
  - 'Fair Wear and Tear'** means wear and tear which would be normal for similar Equipment operating in usual conditions, but excludes:
    - dents or other impact damage;
    - damage to glass or instrumentation; and
    - panel or structural damage from collision or abuse and damage to the drive system.
  - 'Parties'** means Reliable Hire and the Customer, and Party means either one of them.
  - 'PPSA'** means the *Personal Property Securities Act 2009*.
  - 'PPSR'** means the Personal Property Securities Register.

## Formation of contract

- Quotations shall remain valid for a period of thirty (30) days from the date of quotation, unless otherwise specified in writing. Reliable Hire, in its discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 3.
- Quotations made by Reliable Hire will not be construed as an offer or obligation to supply in accordance with the quotation. Reliable Hire reserves the right to accept or reject, at its discretion, any offer received by it upon provision of written reasons to the Customer. Only written acceptance by Reliable Hire of the Customer's offer will complete a contract.
- Placement of an order, either verbally or in writing, will imply acceptance of these terms and conditions.
- At Reliable Hire's sole discretion a security deposit may be required. The security deposit amount or percentage of the Hire Charge due will be stipulated at the time of the order and shall immediately become due and payable upon the formation of a contract in accordance with clause 3.

## Purpose of credit

- The Customer acknowledges and agrees that the credit to be provided to the Customer by Reliable Hire is to be applied wholly or predominantly for commercial purposes.

## Hire of Equipment

- The Customer may collect the Equipment from Reliable Hire's premises or may retain Reliable Hire to deliver the Equipment to the Customer's nominated address on the Commencement Date.
- Upon delivery of the Equipment in accordance with clause 30, the Customer must inspect the Equipment and must, within twenty-four (24) hours, notify Reliable Hire if the Equipment is unsuitable for the purpose of hire or is not in good order. If the Customer fails to provide Reliable Hire with such notice, then, to the extent permitted by law, the Customer shall be deemed to have inspected the Equipment and accepted the Equipment in the condition it was provided and satisfied itself as to the suitability of the Equipment for the purpose of hire.
- The Hire Period shall commence on the Commencement Date and shall conclude on the date agreed between the Parties, unless extended in accordance with clause 10 hereof.
- At any time prior to the conclusion of the Hire Period, the Customer may request that the Hire Period be extended. Reliable Hire may at its discretion agree to such an extension.
- If Reliable Hire agrees to an extension of the Hire Period pursuant to clause 10, the Customer shall be liable to pay to Reliable Hire additional charges for each day (or part thereof) until such time as the Equipment is either:
  - collected by Reliable Hire; or
  - returned to Reliable Hire's premises.
- Upon conclusion of the Hire Period:
  - if it is agreed that the Equipment is to be collected by Reliable Hire, the Customer shall ensure that the Equipment is ready for collection by Reliable Hire at the time and place agreed between the Parties in an accessible location in the same state of cleanliness and condition that it was in at the time the Customer took possession of it (Fair Wear and Tear excepted); or
  - if it is agreed that the Equipment is to be returned to Reliable Hire's premises by the Customer, then the Customer shall return the Equipment to Reliable Hire's premises by the time and date required in the same state of cleanliness and condition that it was in at the time the Customer took possession of it (Fair Wear and Tear excepted).

## Pricing and payment terms

- The terms of payment are strictly thirty (30) days from end of month (or such other period as nominated by Reliable Hire herein). Where the Customer does not have an approved credit account with Reliable Hire, payment shall be due and payable immediately upon completion of the Hire Period.
- In consideration of Reliable Hire supplying Equipment on hire, upon completion of the Hire Period, the Customer shall be liable to pay to Reliable Hire:
  - the Hire Charge; and
  - all Additional Costs.
- The Customer must check all invoices and advise Reliable Hire of any errors or omissions within seven (7) days of receipt. Failing advice from the Customer that the invoice contains any errors or omissions, the invoice may be deemed accepted by Reliable Hire.
- Should the Customer not pay for the Equipment supplied on hire by Reliable Hire in accordance with the credit terms as provided herein, or as agreed in writing by Reliable Hire and the Customer from time to time, after issuing a written demand to the Customer demanding payment within fourteen (14) days, Reliable Hire will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.
- The Customer acknowledges that Reliable Hire shall be at liberty to charge a surcharge for credit card transactions equal to the merchant fees incurred by Reliable Hire.

## Variations

- Where the Customer requests or directs that any Equipment be supplied that is not strictly in accordance with the quotation, then such additional Equipment shall constitute a variation, unless otherwise agreed between the Parties.
- The Customer acknowledges that:
  - all variations must be agreed between the Parties in writing prior to the Equipment being supplied on hire; and
  - all variations shall be, at Reliable Hire's discretion, invoiced at the rate(s) specified in the quotation, as specifically quoted, or in accordance with Reliable Hire's prevailing price list (as updated from time to time).
- Notwithstanding clauses 18 and 19, and subject to any rights the Customer might have under any relevant legislation, Reliable Hire reserves the right to vary the quoted price if:
  - there is any movement in the cost of supplying the Equipment specified in the Customer's order;
  - the Equipment specified in the Customer's order are varied from the Equipment specified in Reliable Hire's quotation; or
  - otherwise provided for in these terms and conditions.

## Cancellation of orders

- Unless otherwise agreed in writing between the Parties, the Customer may not cancel an order (or any part of an order) unless the Customer pays to Reliable Hire (in Reliable Hire sole discretion)

any and all costs incurred by Reliable Hire in relation to the cancelled order (or cancelled part of an order) up until and including the date of cancellation.

- Notwithstanding any other rights Reliable Hire may have under this Agreement, Reliable Hire may cancel any order or delivery of any order for the supply of Equipment on hire, by providing written notice to the Customer if the Customer:
  - defaults in payment of any invoice by the due date;
  - enters into liquidation or, in the case the Customer is an individual, becomes bankrupt; or
  - breaches an essential term of this Agreement.
- To the fullest extent permitted by law, Reliable Hire accepts no liability for any loss whatsoever incurred by the Customer or any third party as a result of Reliable Hire exercising its rights under clause 22.

## Cancellation of terms of credit

- Reliable Hire reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.
- Notwithstanding clause 24, if the Customer defaults in the payment of any amount due to Reliable Hire pursuant to this Agreement and does not cure such default within seven (7) days after being given notice of such default, Reliable Hire may terminate this Agreement (to be effective immediately) upon notice to the Customer.
- Upon the withdrawal of credit in accordance with clause 24, or upon termination of this Agreement in accordance with clause 25, all liabilities incurred by the Customer become immediately due and payable to Reliable Hire.
- For the avoidance of doubt, termination of this Agreement will not affect:
  - the right of any Party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
  - the rights and/or obligations pursuant to this Agreement which by their nature are intended to survive termination of this Agreement.

## Delivery

- The Customer acknowledges and accepts that any estimated delivery or supply of Equipment provided by Reliable Hire is an estimate only and Reliable Hire will not be liable for any loss suffered by the Customer as a result of any delay in delivery or non-delivery of the Equipment.
- Delivery will be made within normal business hours between Monday to Friday, 8.00am to 5.00pm only (unless otherwise agreed to in writing).
- Delivery of the Equipment is deemed to have occurred when the Equipment is collected by the Customer from Reliable Hire's premises (or by a third party on behalf of the Customer) or transported to a location at the Customer's request, and deliver, delivering, and delivered each have a corresponding meaning.
- If the Customer retains Reliable Hire to deliver the Equipment, Reliable Hire is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Customer does not, or is unable to, accept delivery of the Equipment.
- The Customer accepts that Reliable Hire may deliver the Equipment by instalments.
- The Customer acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery or non-delivery of the Equipment.

## Returns

- Equipment wrongly ordered and returned will incur a handling and administration charge of fifteen (15) percent of the Hire Charge of the returned Equipment.

## Risk and title

- The Customer acknowledges that Reliable Hire owns the Equipment and in all circumstances retains title to the Equipment (even if the Customer goes into liquidation or becomes bankrupt during the Hire Period). The Customer's rights to use the Equipment are as a bailee only.
- Risk of damage to or loss of the Equipment passes to the Customer on delivery and remains with the Customer until such as the Equipment is either collected by Reliable Hire or returned to Reliable Hire's premises. The Customer must insure the Equipment on or before delivery.
- If the Equipment is damaged, destroyed, or stolen following delivery due to any fault of the Customer, its servants, agents, employees or invitees, including through failure to comply with any term of this Agreement, the Customer shall:
  - pay to Reliable Hire all money past due under this Agreement plus the cost of replacement of the Equipment; and
  - indemnify Reliable Hire in respect of any such loss and/or damage, including any consequential losses associated with the loss of the Equipment.
- Notwithstanding clause 37, if the Equipment is damaged, destroyed or stolen following delivery, Reliable Hire is entitled to receive all insurance proceeds payable for the Equipment. The production of these terms and conditions by Reliable Hire is sufficient evidence of Reliable Hire rights to receive the insurance proceeds without the need for any person dealing with Reliable Hire to make further enquiries.
- If the Customer requests that the Equipment be delivered either to an unattended location or left outside, the Customer acknowledges that Reliable Hire will deliver the Equipment as requested at the Customer's risk.

## Security interest

- The Customer hereby consents to Reliable Hire recording the details of this Agreement on the PPSR (in any manner Reliable Hire considers appropriate) and the Customer undertakes to do anything that is required by Reliable Hire:
  - so that Reliable Hire can acquire and maintain one or more perfected security interest under the PPSA in respect of the Equipment and its proceeds;
  - to register a financing statement or financing change statement; and
  - to ensure that Reliable Hire's security position, and rights and obligations, are not adversely affected by the PPSA.
- Unless the Customer has obtained Reliable Hire's prior written consent, the Customer undertakes not to:
  - register a financing change statement in respect of a security interest contemplated or constituted by this Agreement; and
  - create or purport to create any security interest in the Equipment, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party.
- The Customer:
  - waives its right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under the Agreement;
  - agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
  - agrees that the following provisions of the PPSA will not apply and the Customer will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- The Customer agrees that it will, if requested by Reliable Hire, sign any documents, provide any information or do anything else Reliable Hire requests, to ensure that any security interest created in Reliable Hire's favour by this Agreement is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.
- Notwithstanding section 275 of the PPSA, the Parties agree to keep confidential all information of the kind referred to in section 275 of the PPSA, unless compelled by law to disclose such information.
- The Customer irrevocably grants to Reliable Hire the right to enter upon the Customer's property or premises, with notice, and without being in any way liable to the Customer or to any third party, if Reliable Hire has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Customer shall reasonably indemnify Reliable Hire from any claims made by any third party as a result of such exercise.
- The Customer will be responsible for Reliable Hire's reasonable costs and expenses in exercising its rights under clause 45. Where Reliable Hire exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against Reliable Hire, its employees, servants or agents.

## Customer's obligations

- The Customer warrants and acknowledges that it shall:
  - protect the Equipment against acts of theft and vandalism, and store the Equipment safely and securely (at its own cost);
  - keep the Equipment in its possession, in a suitable place, and not part with possession of any Equipment or enter into any sub-lease agreement in respect of the Equipment without Reliable Hire's prior written consent;

- (c) not sell, pledge, assign or otherwise deal with the Equipment in a manner inconsistent with Reliable Hire's rights and interest in the Equipment, or remove the Equipment from the nominated address for hire;
- (d) not alter, tamper with, modify, repair (or attempt to alter, tamper with, modify or repair) any Equipment without the express written consent of Reliable Hire;
- (e) not alter, remove, deface, or cover up any label, plates, or marks on the Equipment supplied on hire, which bear the name of Reliable Hire, or any other entity, or any trade marks or trade names used in relation to the Equipment;
- (f) ensure that Reliable Hire can, and allow Reliable Hire to, enter at all reasonable times, land or buildings owned or occupied by the Customer to inspect the condition of, monitor, and otherwise enforce Reliable Hire's rights and carry out its obligations in respect of the Equipment;
- (g) not allow any person to operate or occupy (or attempt to operate or occupy) the Equipment, except for properly trained, licensed (where applicable) and competent personnel;
- (h) observe warranties and maintenance guidelines given by the manufacturer of the Equipment;
- (i) use the Equipment properly and skilfully in accordance with the manufacturer's manuals and recommendations and Reliable Hire's directions;
- (j) use best endeavours to use the Equipment in a manner that will minimise damage to the Equipment;
- (k) comply on time with all of its obligations in connection with the Equipment, including statutes and requirements and orders of government authorities;
- (l) give Reliable Hire immediately any notice or order received from any government authority about the use or condition of the Equipment;
- (m) use best endeavours to ensure that the Equipment is not contaminated with any noxious or hazardous substances; and
- (n) promptly notify Reliable Hire in writing of loss of, or material damage to, the Equipment (however so caused).
- Security/charges**
48. The Customer charges in favour of Reliable Hire all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
49. The Customer charges in favour of Reliable Hire all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
50. The Customer appoints as its duly constituted attorney Reliable Hire company secretary from time to time to execute in the Customer's name and as the Customer's act and deed any real property mortgage, bill of sale or consent to any caveat Reliable Hire may choose to lodge against real property that the Customer may own in any Land Titles Office in any state or territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Customer (in the event that there is no default by the Customer in carrying out its obligations hereunder).
51. Where the Customer has previously entered into an agreement with Reliable Hire by which the Customer has granted a charge, mortgage or other security interest (including a security interest as defined in the PPSA over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this Agreement and will secure all indebtedness and obligations of the Customer under this Agreement. Reliable Hire may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.
- Indemnities**
52. The Customer agrees to indemnify Reliable Hire in respect of all liability, claims, damage, loss, costs and expenses that Reliable Hire may suffer or incur at any time, directly or indirectly, as a result of:
- (a) loss of, or damage to, the Equipment by any cause (including lawful confiscation) while the Equipment is at the Customer's risk;
- (b) damage to property or death of, or injury to, any person caused directly or indirectly by the Equipment while the Equipment is at the Customer's risk;
- (c) any claim against Reliable Hire in relation to any incident concerning the Equipment or its use, operation, transportation or storage where such incident occurs while the Equipment is at the Customer's risk;
- (d) any other thing in relation to which the Customer has assumed the risk or liability under this Agreement; or
- (e) any default by the Customer in the performance or observance of the Customer's obligations under this Agreement.
53. The Customer's liability to indemnify Reliable Hire will be reduced proportionally to the extent only that:
- (a) any negligent act or omission by Reliable Hire or a breach of Reliable Hire's obligations under this Agreement has contributed to the liability, claim, damage, loss, cost or expense which is the subject of the indemnity; or
- (b) this Agreement makes Reliable Hire specifically liable for any cost or expense or rectifying or repairing any defect in, malfunction of or damage to the Equipment.
54. The Customer's liability to indemnify Reliable Hire is a continuing obligation separate and independent from the Customer's other obligations and survives termination of this Agreement.
55. It is not necessary for Reliable Hire to incur expense or make any payment before enforcing its rights of indemnity conferred by this Agreement.
- Provision of further information**
56. The Customer undertakes to comply with any reasonable written requests by Reliable Hire to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
57. If the Customer is a corporation (with the exception of a public listed company), it must advise Reliable Hire of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders Reliable Hire may ask for new guarantors to sign a guarantee and indemnity.
- Corporations**
58. If the Customer is a corporation, the Customer warrants that all of its directors have signed this Agreement and that all of its directors may be required to enter into a guarantee and indemnity with Reliable Hire in relation to the Customer's obligations to Reliable Hire.
- Trustee capacity**
59. If the Customer is the trustee of a trust (whether disclosed to Reliable Hire or not), the Customer warrants to Reliable Hire that:
- (a) the Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- (b) the Customer has the right to be reasonably indemnified out of trust assets;
- (c) the Customer has the power under the trust deed to sign this Agreement; and
- (d) the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising Reliable Hire.
60. The Customer must give Reliable Hire a copy of the trust deed upon request.
- Partnership**
61. If the Customer enters into this Agreement as partners, the Customer warrants that all of the partners have signed this Agreement and that all of the partners may be required to enter into a guarantee and indemnity with Reliable Hire in relation to the Customer's obligations to Reliable Hire.
62. If the Customer is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising Reliable Hire. In the case of a change of partners, Reliable Hire may ask for new guarantors to sign a guarantee and indemnity.
- Insolvency**
63. If the Customer becomes insolvent, the Customer remains liable under this Agreement for payment of all liabilities incurred hereunder. The Customer remains liable under this Agreement even if Reliable Hire receives a dividend or payment as a result of the Customer being insolvent.
- Waiver**
64. A waiver of any provision or breach of this Agreement by Reliable Hire must be made by an authorised officer of Reliable Hire in writing. A waiver of any provision or breach of this Agreement by the Customer must be made by the Customer's authorised officer in writing.
- Costs**
65. The Customer must pay for its own legal, accounting and business costs and all costs incurred by Reliable Hire relating to any default by the Customer under this Agreement. The Customer must also pay for all stamp duty and other taxes payable on this Agreement (if any).
66. The Customer will pay Reliable Hire costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.
67. Subject to clause 68, payments by, or on behalf of, the Customer will be applied by Reliable Hire as follows.
- (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 46 and 66.
- (b) Secondly, in payment of any interest incurred in accordance with clause 72.
- (c) Thirdly, in payment of the outstanding invoice(s).
68. To the extent that payments have been allocated to invoices by Reliable Hire in its business records, Reliable Hire may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at Reliable Hire absolute discretion, including in a manner inconsistent with clause 67 herein.
69. Payments allocated (and/or reallocated) under clause 67 and/or 68 will be treated as though they were allocated (and/or reallocated) in the manner determined by Reliable Hire on the date of receipt of payment.
- Taxes and duty**
70. The Customer must pay GST on any taxable supply made by Reliable Hire to the Customer under this Agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
71. If as a result of:
- (a) any legislation becoming applicable to the subject matter of this Agreement; or
- (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
- Reliable Hire becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay Reliable Hire these additional amounts on 48 hours' written demand.
- Interest rates**
72. The interest rate on any outstanding debts is a fixed rate of ten (10) percent per annum.
- Set-off**
73. All payments required to be made by the Customer under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by Reliable Hire and the Customer in writing.
74. Any amount due to Reliable Hire from time to time may be deducted from any monies which may be or may become payable to the Customer by Reliable Hire.
- Miscellaneous**
75. Reliable Hire is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, acts of God or any other activity beyond Reliable Hire's control.
76. In relation to the supply of Equipment, Reliable Hire's liability is limited to:
- (a) replacing the Equipment or supplying similar Equipment;
- (b) repairing the Equipment;
- (c) providing the cost for replacing the Equipment or for acquiring equivalent Equipment; and
- (d) providing the cost for having the Equipment repaired.
77. In relation to the supply of services, Reliable Hire's liability is limited to:
- (a) supplying the services again; or
- (b) providing for the cost of having the services supplied again.
78. Reliable Hire is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer as a result of the Equipment supplied under this Agreement.
79. To the maximum extent permitted by law, Reliable Hire's maximum aggregate liability for all claims relating to the Equipment or this Agreement, whether in contract, tort, in equity, under statute or on any other basis, is limited to an amount equal to the Hire Charge paid by the Customer.
80. The Customer agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to Reliable Hire by the Customer or the Customer's authorised representative.
81. The Customer further agrees that where Reliable Hire has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
82. Nothing in this Agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Equipment pursuant to this Agreement of all or any of the provisions the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.
- Severance**
83. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
84. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.
- Variation of Agreement**
85. The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of Reliable Hire at any time by written notice to the Customer. The Customer will be provided with fourteen (14) days to accept the variation(s), failing which the variations may be deemed accepted by Reliable Hire.
86. If the Customer does not agree with the variations proposed by Reliable Hire, they must notify Reliable Hire in writing within fourteen (14) days from receipt of the written notice that the variations are not agreed to. Reliable Hire and/or the Customer will then be at liberty to suspend/withdraw credit facilities if no agreement can be reached between the Parties regarding the proposed variations. Absent notice from the Customer, the varied terms and conditions of trade may be deemed accepted. Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction without notification.
87. Any proposed variation to these terms and conditions by the Customer must be requested in writing. Reliable Hire may refuse any such request without providing reasons either orally or in writing.
88. Variations requested by the Customer will only be binding upon Reliable Hire if they are accepted in writing.
- Consent to register**
89. The Customer hereby consents to Reliable Hire recording the details of this Agreement on the PPSR and agrees to do all things necessary and reasonably required by Reliable Hire to effect such registration.
90. The Customer waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the PPSR.
- Jurisdiction**
91. The Customer acknowledges and agrees that this Agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
92. The Customer acknowledges and agrees that any contract for the supply of Equipment on hire between Reliable Hire and the Customer is formed at the address of Reliable Hire.
93. The Parties to this agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.
- Entire agreement**
94. This Agreement constitutes the entire Agreement between the Parties relating in any way to its subject matter, unless agreed to otherwise by Reliable Hire and the Customer in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect. No oral explanation or information provided by a Party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.
95. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Customer and Reliable Hire, these terms and this Agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
96. For the avoidance of doubt, the Customer understands and agrees that these terms will prevail over, and Reliable Hire will not be bound by, any conditions (express or implied) added or provided by the Customer, whether in an order or otherwise, unless otherwise agreed in writing by Reliable Hire.
- Privacy Act**
97. The Customer agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

The Customer hereby applies for the opening of an account and provides the above information in support thereof.

I am/We are authorised to sign this credit application form on behalf of the Customer and the information given is true and correct to the best of my/our knowledge.

<b>Signature</b>		<b>Signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

<b>Signature</b>		<b>Signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

**FOR COMPLETION BY RELIABLE HIRE**

The Customer's credit application is accepted. Signed for and on behalf of Reliable Hire Aust Pty Ltd.

<b>Signature</b>		<b>Position</b>	
<b>Name (print)</b>		<b>Date</b>	

**ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS**  
(Reliable Hire to nominate)

**PRIVACY STATEMENT**

- This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) (Act).
- The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
- For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
- Reliable Hire may collect personal information about the Customer and/or Guarantor(s) for Reliable Hire's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
- The Customer and/or Guarantor(s) consent to Reliable Hire collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
- Reliable Hire may collect, and may already have collected, Information from the Customer and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by Reliable Hire it may restrict or impede upon Reliable Hire trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate.
- The Customer and/or Guarantor(s) consent to Reliable Hire obtaining and making disclosure of Information about the Customer and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. Reliable Hire notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
- Reliable Hire may provide personal information about the Customer and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. Reliable Hire intends to disclose default information to any or all of the credit reporting bodies listed below. The Customer and/or Guarantor(s) consent to such disclosure. Reliable Hire's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what Reliable Hire may disclose and the Customer and/or Guarantor(s)' right to request limitations to the use of their information.

Equifax Australia Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312	NCI Level 2, 165 Grenfell St ADELAIDE SA 5000 Tel: 1800 882 820
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Illion Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100
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- Reliable Hire may disclose Information to, and about them and the Customer and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to Reliable Hire's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
- By reason of the Customer's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to Reliable Hire's dealing with the Customer's and/or Guarantor(s)' Information.
- A full copy of Reliable Hire's privacy policy and credit reporting policy can be obtained from Reliable Hire's website (details above) or by making a request in writing directed to Reliable Hire's privacy officer. Reliable Hire's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how Reliable Hire will deal with any such complaint.
- The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to Reliable Hire within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with Reliable Hire after receipt of this Statement or, if the Customer and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with Reliable Hire after receipt of this statement.

## DEED OF GUARANTEE & INDEMNITY

**To** Reliable Hire Aust Pty Ltd ACN 149 347 928 and its related bodies corporate **(Reliable Hire)**

<b>Name of guarantor</b>		<b>Address</b>	
<b>Name of guarantor</b>		<b>Address</b>	

**(Guarantors)** hereby covenant and undertake and if more than one, jointly and severally, as follows.

**Jurisdiction**

- The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws Queensland, and the laws of the Commonwealth of Australia which are in force in that state.
- The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

**Consideration**

- In consideration of Reliable Hire extending or agreeing to extend credit or further credit to the Customer at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods supplied on hire from time to time, the Guarantors guarantee payment to Reliable Hire of all money which is now or at any time in the future becomes due and payable to Reliable Hire by the Customer on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Customer to Reliable Hire arising out of a relationship of trustee and beneficiary.

**Guarantee and indemnity**

- The Guarantors agree to guarantee and indemnify Reliable Hire against all losses damages or expenses that Reliable Hire may suffer as a result, either directly or indirectly, of any failure by the Customer to make due payment of any money owing to Reliable Hire whether for goods sold or otherwise or to observe the terms of any agreement between the Customer and Reliable Hire, including costs on an indemnity basis of any attempt or attempts to recover from the Customer or any Guarantor and whether successful or not or whether frustrated by the Customer or Guarantor or by operation of law and including costs ordered by a court to be paid by Reliable Hire to the Customer or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to Reliable Hire.
- This guarantee and indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by Reliable Hire to the credit of any account of the Customer or the Guarantors, or deemed to be held on trust by the Customer for Reliable Hire, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.
- Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and Reliable Hire will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
- Reliable Hire will have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Customer to pay and with or without notice to the Customer, as if the primary liability for any money owing was the Guarantors' own. Further, Reliable Hire will have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
- This guarantee and indemnity will continue in force until such time as Reliable Hire releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Customer.
- This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of Reliable Hire against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
  - any other security taken by Reliable Hire from the Customer or from any other person;
  - any waiver or indulgence, whether as to time or otherwise, given to the Customer or to the Guarantors or any one or more of the Guarantors;
  - by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or
  - any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

**Right of subrogation**

- In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Customer whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Customer unless and until Reliable Hire has been paid in full.
- In the event of the Customer going into liquidation, the Guarantors will be prohibited from proving in competition with the Customer unless and until Reliable Hire has been paid in full.

**Insolvency of Customer**

- No sum of money which the Customer pays to Reliable Hire and Reliable Hire later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Customer by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee and indemnity, be

considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Customer.

**Costs**

- Reliable Hire is at liberty from time to time to charge the account of the Customer with all costs, charges and expenses, legal or otherwise that Reliable Hire incurs in connection with:
  - the account of the Customer;
  - this guarantee and indemnity;
  - any other security in respect of the indebtedness of the Customer to Reliable Hire;
  - the preparation, completion and stamping of this deed; or
  - the exercise or attempted exercise of any right, power or remedy conferred on Reliable Hire under or by virtue of this deed;
 and the same will be part of the monies secured by this deed.

- The Guarantors agree to pay Reliable Hire's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.

- The Guarantors appoint as their duly constituted attorney Reliable Hire's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat Reliable Hire may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

**Variation**

- The Guarantors authorise Reliable Hire to give time or any other indulgence or consideration to the Customer in respect of compliance with its obligations to Reliable Hire, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
- The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by Reliable Hire making any variation or alteration in the terms of its agreement(s) with the Customer, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

**Severance**

- If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

**Security/charge**

- The Guarantors charge in favour of Reliable Hire all of their estate and interest in any real property, whether held in its own right or as capacity as trustee, the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- The Guarantors charge in favour of Reliable Hire all of their estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
- This guarantee and indemnity secures the repayment of all monies owed by the Customer whatsoever, and this deed constitutes the entire guarantee.
- Where the Guarantors have previously entered into an agreement with Reliable Hire by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed and will secure all indebtedness and obligations of the Guarantors under this deed. Reliable Hire may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

**Personal Property Securities Act**

- For the avoidance of any doubt, the security interest(s) created by this instrument in favour of Reliable Hire constitutes security interests pursuant to the *Personal Property Securities Act 2009*.
- The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the PPSR.

**Service of notices**

- The Guarantors agree to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to Reliable Hire by the Guarantors or the Guarantors' authorised representative.

**Privacy Act**

- The Guarantors agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

**Dated**

<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	
	<b>Name (print)</b>	
	<b>Position</b>	
	<b>Witness signature</b>	
	<b>Name (print)</b>	
<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	
	<b>Name (print)</b>	
	<b>Position</b>	
	<b>Witness signature</b>	
	<b>Name (print)</b>	