

GENERAL TERMS AND CONDITIONS

DEFINITIONS

In these terms and conditions:

"agreement" means these general terms and conditions (as set out under the heading "general terms and conditions") and, as the case requires, the hire terms and conditions (as set out under the heading "hire terms and conditions"), or the sale terms and conditions (as set out under the heading "sale terms and conditions") and any quotation, invoice or hire contract provided by the Company to the Customer. Any contract terms, specifications or trading conditions commonly used by the Customer shall not bind the Company regardless of when and in what circumstances they were served on the Company. The Customer agrees that such contract terms, specifications and trading conditions (if any) do not under any circumstances, form part of this agreement.

"Company" means as the case requires,
Instant Toilets & Showers Pty Ltd t/as Instant Products Hire
(ACN 146 796 134) (ABN 97 146 796 134),
Instant Sea Containers Pty Ltd
(ACN 604354047) (ABN 74604354047)
all of 18 Rogers Way, Lansdale WA 6065.

"Customer" means the addressee of the quotation, invoice or hire contract.

"Goods" means all goods, including but not limited to any equipment together with all accessories and other apparatus attached thereto or used in connection therewith, which is sold, hired out or supplied by the Company to, or at the request of, the Customer.

"PPSA" means the PPS Act and any other legislation and regulations in respect of it and the following words in the PPSA clause of this agreement have the respective meanings given to them in the PPS Act: collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest, proceeds and verification statement.

"PPS Act" means the *Personal Property Securities Act 2009* (Cth).

"Price" means, as the case may be:

- (a) the hire charges for the goods specified as such on the quotation or hire contract; or
- (b) the purchase price of the goods specified as such on the quotation or hire contract.

"Term" means, in relation to the hire of goods, the term of hire of those goods described in the quotation or hire contract.

GENERAL

In this agreement, words in the singular includes the plural and vice versa, and reference to any gender includes the other gender.

If any party to this agreement comprises two or more parties each of those parties is jointly and severally liable on the covenants and obligations herein.

If any part of this agreement becomes void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect.

This agreement shall be governed by and construed in accordance with the laws of Western Australia.

All legal costs, charges, duties and other expenses incurred by the Company in respect of this agreement or other documentation required under this agreement, or incurred as a result of the Customer failing to perform their covenants and obligations contained in this agreement, shall be paid by the Customer to the Company on a full indemnity basis. The expenses include, but are not limited to, the commission payable to a mercantile agent or a debt collector to pursue or recover outstanding monies pursuant to this agreement and the liability to pay this commission arises at the time the recovery is placed in the hands of the debt collector.

The Customer must pay any stamp duty assessed on this agreement.

The Company may, from time to time, vary these terms and conditions by giving the Customer notice in writing, which notice will be effective immediately.

In this agreement, time is of the essence unless otherwise stipulated.

This agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications between the parties.

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or any other power or right under this agreement. A waiver of a breach does not operate as a waiver of any other breach.

The Customer cannot assign or otherwise transfer the benefit of this agreement without the prior written consent of the Company.

Any notice under this agreement will be deemed to have been properly given if such notice is:

- (a) posted or hand delivered to the last known trading address of the recipient or to the address to which, in the case of the Customer, the Company normally renders its invoices to; or
- (b) sent by facsimile transmission to the last known facsimile number of the recipient.

Notices are deemed to have been received:

- (a) 2 business days after posting;
- (b) if delivered by hand:
 - i. before 4pm, then immediately upon delivery; or
 - ii. after 4pm, then on the following business day; or
- (c) the day the facsimile transmission is transmitted.

The Company reserves the right to cease the supply of goods to the Customer where:

- (a) any moneys are due and owing but unpaid by the Customer to the Company; or
- (b) the Company considers that the Customer is unable to comply with its obligations under this agreement.

CERTIFICATE

The Customer agrees that a certificate by the Company or any person authorised by the Company to give the same shall be conclusive evidence as to the amount owed to the Company by the Customer the intent being that the amount mentioned in the certificate shall be deemed to be the amount owed by the Customer to the Company.

CHARGE

Where the Customer is the owner of real property capable of being charged, the Customer agrees that, for the purpose of securing its obligations and liabilities under this agreement, and in consideration of the Company supplying or hiring the goods to the Customer, hereby charge and mortgage all its legal and equitable interest of whatsoever nature held in any real property both present and future in favour of the Company and the Customer hereby consents to the Company lodging a caveat or caveats as security for such interest.

CREDIT ACCOUNTS

Any credit allowed by the Company under this agreement is not unlimited. The Company may at any time withdraw or suspend this facility or increase or decrease the limit of this facility without notice to the Customer. The Company may require security satisfactory to the Company (including guarantees) to be given as a condition precedent to the continuation or commencement of this facility. The Company may at any time require payment in advance of the whole or any part of the Price as a condition precedent to the supply or hire of goods and/or services, or continued supply or hire of goods and/or services, by the Company to, or at the request of, the Customer.

CUSTOMER DETAILS

The Customer must immediately notify the Company of any variation in the information supplied in this agreement concerning the Customer and the proprietorship of the Customer's business or a variation in the structure of the Customer's business (such as transfer or issue of shares).

DELIVERY OR COLLECTION BY INSTALLMENTS

The Company reserves the right to dispatch, or make available for collection, the Customer's order in one delivery or collection or by instalments. If an order is dispatched or collected in instalments, the Company may issue separate tax invoices in relation to the goods delivered in each instalment.

The Customer acknowledges and agrees that failure to deliver any such instalment does not entitle the Customer to repudiate this agreement as to any remaining instalments.

DELIVERY & COLLECTION CHARGING

The Company will as standard procedure invoice to the Customer on its first invoice under this contract the price for Delivery and, or Collection of the goods. These amounts are payable by the Customer in accordance with these Terms and Conditions.

INDEMNITY

The Customer hereby indemnifies and holds indemnified the Company and the Company's employees, servants, agents and sub-contractors from and against all claims, actions, demands, costs (including legal costs on a full indemnity basis) and expenses in any way arising out of damage caused to an obstruction to a delivery site or the goods arising from obstructed access to a delivery site not being provided, loss or damage to the goods whilst relocated, used, loaded, unloaded, lifted or transported, the use of the goods whether caused by the negligence of the Customer, its servants or agents or by the negligence of any other person or whether arising out of the condition of the goods or the use to which they are put or otherwise whatsoever.

INSPECTION OF GOODS

The Customer acknowledges that they have inspected the goods, are satisfied that the goods are fit for the purpose they are to be used for, are in clean condition and are in good and substantial working order, repair and condition. The Customer further acknowledges that they are aware of the proper use for which the goods are designed.

INTEREST

The Company may charge interest on all monies due but unpaid under this agreement at the rate of 12.0% per annum, calculated from and including the date on which the payment became due until but excluding the date on which the payment is made, which interest is payable on demand by the Company to the Customer.

PRICE AND PAYMENT

The Customer must pay, without any deduction or set-off whatsoever, the Price (or such component of the Price as is applicable) within 7 days of the date of the tax invoice rendered by the Company or within such other period of time as may be notified to the Customer from time to time by the Company in writing. The set off mentioned in this clause includes a legal, statutory and equitable set off whether for a liquidated or unliquidated sum and applies regardless of the amount.

Receipt by the Company of any form of payment other than cash will not be deemed to be a payment until that form of payment has been honoured, cleared or recognised.

The Customer agrees and irrevocably authorises the Company to apply, or set-off, against the Customer's account under this agreement any sums which may be owed to the Customer by any company within the Company's group of companies.

RE-POSITIONING OF GOODS

The Customer must pay the price charged by the Company for all time taken to travel to and from the site including the time taken to relocate the goods once onsite should the Customer request the goods to be repositioned.

TAXES AND DUTIES

Except as otherwise provided, all goods and services tax, sales, excise and similar taxes or duties which the Company may be required to pay or collect with respect to the goods or its supply to the Customer under this agreement shall be paid by the Customer.

TRANSPORTABLE BUILDINGS – AIR CONDITIONERS

The Customer acknowledges that the Company may be required to remove working components from the 'cage' of all box style, wall mounted air conditioner units before collection or transport of the buildings can occur. The Customer accepts responsibility for the installation of these units once the building is delivered and secured onsite.

The Customer must install any such unit in accordance with the manufacturer's instructions, a copy of which is available upon request. The Customer must ensure the earth wire is re-instated on these units before operation.

The Customer is responsible for all routine maintenance of air conditioner units whilst in the possession of the Customer. Routine maintenance must be carried out in accordance with the directions given by the manufacturer of the unit at the frequency nominated by the manufacturer.

TRANSPORTABLE BUILDINGS - ALARM SYSTEMS

The Customer acknowledges that any goods which include an alarm system require commissioning by the Company's nominated or an otherwise agreed licensed security installer. The Customer shall be responsible for any charges associated with the commissioning of the alarm system. No quotation or hire contract includes the commissioning of the alarm system unless expressly provided otherwise.

TRANSPORTABLE BUILDINGS - CONNECTION OF SERVICES

The Customer acknowledges that the Company is not responsible for any connection of services to transportable buildings unless expressly included as separate charges on the Customer's quotation or hire contract. All connections shall be the responsibility of the Customer.

TRANSPORTABLE BUILDINGS

LOADING OR UNLOADING AT THE COMPANY'S PREMISES

The Customer acknowledges that, unless the relevant quotation or hire contract included an allowance for transport, loading or unloading of any transportable buildings, the Customer is responsible for this process. The Customer will, as soon as practicable, give the Company notice of the method the Customer proposes to use for transport, loading or unloading of any transportable buildings.

TRANSPORT, DELIVERY, ONSITE SETUP & GENERAL ACCESS

The Price does not include the cost of transport and/or setup of the goods. If the Customer requires the Company to transport and/or setup the goods, the Company will invoice the Customer for those costs separately.

Any quotations or estimates of delivery times by the Company are made in good faith and as estimates but not commitments; the Company shall not be bound by any such estimate. Clerical errors or omissions by the Company, whether in computation or otherwise in any quotation, acknowledgement or invoice, shall be subject to correction.

The Customer is responsible for checking the quantities of goods delivered or returned. No claim for shortages, missed deliveries or missed returns will be recognised unless notified in writing to the Company by the Customer within 24 hours of delivery or return. Unless the Company receives for its consideration such a claim within this time period, then the Customer acknowledges that the quantities of goods delivered or returned are those listed on the Company's delivery and return dockets. No such claim will be recognised if a representative of the Customer does not confirm delivery (by way of signature) upon delivery of the goods.

The Customer acknowledges and agrees that the Company is entitled to deliver or accept return of goods irrespective of whether or not a representative of the Customer is present. If there is no representative of the Customer present at the time of delivery or collection, the quantities of goods delivered or returned are those listed on the Company's delivery and collection dockets.

The Customer agrees that any price quoted by the Company for delivery or collection of the goods by the Company is provided on the basis of unobstructed access to the site being available. The Customer must pay the price charged by the Company for any waiting time or time taken by the Company in obtaining unobstructed access to the site.

The Customer is responsible for:

- providing unobstructed access to any delivery site;
- ensuring there are no locked gates or devices permitting access to the delivery site;
- providing a firm all-weather surface suitable for truck access to the delivery location is maintained;
- making the goods available or accessible for servicing or maintenance at ground level during normal business hours without hazard to the Company, its agents, employees or equipment. The Company is not responsible for any damages or liability that shall accrue there from;
- ensuring the goods remain unlocked for servicing or provide the Company with unlocking instructions at the commencement of the hire contract and/or servicing schedule to ensure continued access to the inside of the units throughout the duration of the hire contract and/or servicing schedule;
- providing a site map clearly showing the required location for the goods to be delivered to before the day of delivery; and
- providing an onsite contact person who shall be contactable at the day and time that the delivery has been scheduled for.

TRUST

The Customer and the Guarantor (as the case may be) warrant and agree that where they are, at the time of entering into this agreement or at any time during the currency of this agreement, a trustee of any trust (the "Trust"):

- (a) to produce a stamped copy of the Trust deed (with all amendments) if and when requested by the Company;
- (b) that they have full power and authority to enter into, or continue with their obligations under, this agreement on behalf of the Trust as they are doing so in their individual capacity and in their several capacity as trustee;
- (c) that they shall be bound by the terms and conditions of this agreement in their individual capacity, or further or alternatively, in their several capacity as trustee; and
- (d) that the assets of the Trust shall be available to meet payment of their obligations to the Company.

WARRANTY

Subject to this section, the Company is not liable to the Customer or to any other person for:

- (a) any losses or damages of any kind that are directly or indirectly caused by or result from any wrongful, wilful or negligent act or omission of the Company or any of its officers, employees, agents or contractors; or
- (b) any indirect, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.

Any representation, warranty, condition or undertaking that would be implied in this agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.

Nothing in this agreement excludes, restricts or modifies any condition, warranty, right or remedy conferred on the Customer by the *Competition and Consumer Act 2010 (Cth)* or any other applicable law that cannot be excluded, restricted or modified by agreement.

To the fullest extent permitted by law, the liability of the Company for a breach for a non-excludable condition or warranty referred to in the paragraph above is limited, at the Company's option, to:

- in the case of goods supplied, to any one or more of the following:
 - replacement of the goods or the supply of equivalent goods;
 - repair of the goods;
 - payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - payment of the cost of having the goods repaired; and
- in the case of services supplied, to any one or more of the following:
 - supply of the services again; or
 - payment of the cost of having the services supplied again.

HIRE TERMS AND CONDITIONS

These hire terms and conditions apply, in addition to the general terms and conditions specified above, only to the extent that the Customer has hired goods from the Company.

"Normal business hours" shall mean the hours of 07:30am – 04:30pm Monday to Friday inclusive. The Company reserves the right to adjust its hours of operation from time to time.

"scheduled service" in relation to a toilet, shall mean a service that is at the day or time the Company calculates the service is due to be carried out using their own scheduling system but in accordance with the frequency as agreed upon by the Customer. The Customer accepts that a two (2) day grace period either side of the scheduled service date shall be provided for.

"non-scheduled service" in relation to a toilet, shall mean a service that falls on a day or time that is not when the Company calculates the servicing was scheduled to next be performed. Non-scheduled services attract a higher rate of charging and are instigated at the sole request of the Customer only.

"emergency call-out" in relation to a toilet, shall mean any service that a customer requests to be provided on the same day, outside of normal business hours or on a day other than the scheduled service day. Emergency call-outs attract a higher rate of charging.

"ordinary use" in relation to a toilet, shall mean a single unit shall service no more than 10 workers in a 38 hour working week with servicing on a weekly (7 day) frequency. The toilet shall be operated and maintained in accordance with the manufacturers specifications. Exceeding these limits will result in unsanitary conditions.

"cross-hire" shall mean a hire under which the Customer hires to any other person (a third party) goods hired to the Customer by the Company.

"cross-hire goods" shall mean all the Customer's rights in respect of cross-hires, including the relevant chattel paper and all rights in respect of the relevant cross-hire agreement and including rights under the PPSA.

"Encumbrance" shall mean any mortgage, lien, charge, pledge, claim or other encumbrance or third party interest.

AFFIXATION

The Customer must ensure that no item of the goods is or becomes affixed to any real or personal property except to the extent necessary to enable that item to be properly used and the prior written consent of the Company has been obtained, and in any event, must ensure that no item of goods becomes a fixture.

Even if an item of the goods is or becomes affixed to any real property, it does not become a fixture and remains the Company's property, removable in accordance with this agreement. The Company is entitled to enter any place at any time for the purpose of removing the goods and will not be liable in respect of loss or damage arising from such entry or from the removal of the goods.

If, despite the above paragraphs:

- (a) any item of the goods is or becomes affixed to any real property in any manner, the Customer must take any action the Company reasonably requires to preserve the Company's title to and rights in relation to that item; and
- (b) the Customer uses the goods in some manufacturing or construction process of its own or some third party, the Customer must hold such part of the proceeds of such manufacturing or construction process as relates to the goods in trust for the Company.

BREAKDOWN OF GOODS

The Customer acknowledges that the goods can from time to time breakdown or fail during ordinary use. In the event of a breakdown or failure which in the opinion of the Company is caused by fair wear and tear, the Company will at its own expense restore the goods to working order as soon as reasonably possible. The Customer agrees that the Company is not liable to the Customer or any other person for any delay, loss or damage occasioned by the late or non-delivery, breakdown, failure or an accident in relation to the goods.

CALCULATION OF COSTS FOR GOODS NOT RETURNED IN AN ACCEPTABLE CONDITION OR WORKING ORDER

The Customer agrees the costs payable by the Customer to the Company for goods not returned in the condition and order will be: *the Company's cost of labour and material necessary to restore the goods to a clean condition and to good and substantial working order and repair so as to be suitable for rehire for the proper*

use for which the goods are designed or, at the election of the Company, the Company's cost if it were to replace the goods.

CROSS-HIRE OF GOODS

The hiring of goods under this agreement is personal to the Customer and the rights of the Customer are not assignable to any person or company. The Customer must not on-hire the goods to a third party without the prior written consent of the Company. If such consent is granted by the Company, the following provisions will apply:

DEALINGS AND CROSS-HIRE

- (a) The Customer must take all steps, including registration under the PPSA, as may be required to:
 - (i) ensure that any security interest arising under or in respect of the cross-hire is enforceable, perfected by registration and otherwise effective under the PPSA;
 - (ii) ensure that the security interest of the Company is perfected at all times subject only to any rights of a third party contemplated by this agreement;
 - (iii) prevent the security interest from vesting in the third party or anyone else;
 - (iv) enable the Customer to gain (subject always to the rights of the Company) first priority (or any other priority agreed to by the Company in writing) for the security interest; and
 - (v) Enable the Company and the Customer to exercise their respective rights in connection with the security interest.
- (b) The Company may appoint a consultant (including an accountant or lawyer) to audit the Customer's compliance with this clause (Dealings and Cross-Hire), and the Customer must give the consultant access to all relevant records and documents of the Customer in respect of cross-hires. The Company must instruct the consultant not to disclose to the Company the name of any third party unless this agreement permits or requires the identity of the third party to be disclosed to the Company. If the consultant determines that there has been a breach by the Customer of this clause (Dealings and Cross-Hire), the Customer must reimburse the Company for the costs of the consultant.
- (c) The Customer is not obliged to disclose the name of a third party to the Company unless there is a Default as defined under 'Default and Termination' below. At any time after there is a Default, the Customer must ensure that the Company is provided at all times with up-to-date information about every cross-hire, including the identity of the relevant third party, the terms of and state of accounts and payment between the Customer and the relevant third party, and the location and condition of the goods.
- (d) To assure performance of its obligations under this agreement, the Customer hereby gives the Company an irrevocable power of attorney exercisable at any time after a Default to do at the Customer's cost anything the Company considers the Customer should do under this agreement.

SECURITY INTEREST OVER CROSS-HIRE GOODS

- (a) The Customer must do everything the Customer can to make sure that the cross-hire goods are not forfeited, vested, extinguished, cancelled or varied.
- (b) The Customer must get the Company's written consent before the Customer:
 - (i) transfers the cross-hire goods; or
 - (ii) creates another security interest in connection with the cross-hire goods, or allows one to arise; or
 - (iii) waives any of the rights in relation to cross-hire goods or releases any person from their obligations in connection with the cross-hire goods in a manner that may adversely affect the interests of the Company in any goods.
- (c) If the Company consents to another security interest in the cross-hire goods and the Company asks, then the Customer must enter into an agreement acceptable to the Company regulating the priority between this agreement and any other security interest.

- (d) After a Default has occurred, the Company may do anything else the law allows the Company to do as the holder of a security interest including suing the Customer.
- (e) The Customer must at its expense do any further act and execute any further documents which the Company may reasonably request in order to protect the Company's title to the goods and its rights in respect of the cross-hire goods and under this agreement and the PPSA.

- enter upon the Customer's premises or enter upon any premises to which the Customer has a right of access to take possession of and remove the goods hired under this agreement or any other agreement between the Company and the Customer.

Unless otherwise provided in this agreement or unless a minimum hire period is specified on the quotation or hire contract, the hire of goods can be terminated by the Company giving the Customer 48 hours' notice.

If this agreement is terminated by the Company:

- (a) by reason of Default, the Customer must pay to the Company as liquidated damages on account of loss of bargain the balance of the Price (if any) together with all costs and expenses incurred in connection with the termination; and
- (b) the Customer must immediately return the goods to the Company's premises; and
- (c) the Company may retain all monies paid to it under this agreement.

On the expiry or termination of this agreement, this agreement is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the expiry or termination.

HIRER

The Company will hire the goods to the Customer for the Term, and the Customer agrees to take on hire the goods from the Company for the Term, in accordance with the terms and conditions of this agreement.

HIRER CHARGES

The Customer acknowledges that the Price is payable from the commencement date of the hire of the goods until the goods are returned to the premises of the Company in a clean condition and in good and substantial working order and repair so as to be suitable for rehire for the proper use for which the goods are designed. Where goods are not returned in the condition required to the satisfaction of the Company (in its absolute discretion), the Customer acknowledges that the Price will continue to be payable until the goods are restored to the condition required.

In relation to the hire of toilets, the daily rate for hire of the goods is based upon the goods being hired for a maximum hire period of 8 hours per day. If the goods are used in excess of 8 hours per day, an additional hire charge may be applied. The weekly rate is based upon the goods being hired for a minimum of 5 days unless otherwise specified.

In relation to the hire of toilets, hire charges are calculated based on a 5 day week with the daily rate being one fifth of the weekly rate expressed on the quotation or hire contract. Hire charges are based on the total time out on hire and not the amount of time the goods are used.

INSPECTION OF THE GOODS ON DELIVERY

The Customer has twenty four (24) hours after the date of delivery of the hire goods to report any damage that may/may not have occurred during transit or delivery. The Company will note any images or damage reported before the commencement of the hire in order to resolve any future claims that may arise at off-hire of the goods.

LOSS OR DAMAGE OF GOODS DURING TRANSIT

The Company is not responsible for any loss or damage to the goods in transit. If any of the goods are lost, stolen or damaged during the period of hire or in transit, the Customer agrees to pay to the Company the Company's cost if it were to replace such goods and agrees that the Price shall continue to accrue until the Company has received payment by the Customer of such replacement cost. This right shall not prejudice, or be prejudiced by, any other right under this agreement.

MAINTENANCE, ALTERATION AND REPAIRS

Except as otherwise provided by this agreement, the Customer must not undertake, or cause to undertake, any repairs to the goods without the prior written consent of the Company.

PPSA

The Customer consents to the Company affecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this agreement in the goods and the proceeds arising in respect of any dealing in the goods and the Customer agrees to sign any documents and provide all assistance and information to the Company required to facilitate the registration and maintenance of any security interest. Without limitation, the Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). The Customer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the goods.

The Customer undertakes to:

DAMAGE WAIVER FOR HIRED GOODS

The Customer is responsible for theft, loss and damage to goods and/or its attached accessories whilst on hire and the costs of replacement or repairs to such will be charged to the Customer. Where DAMAGE WAIVER charges have been charged to the Customer, the Company agrees upon prompt submission of a written Police Report in relation to the theft, loss or damage, to waive its right to claim for loss and damage to the goods caused by **fire, storm, collision, accident, theft or burglary, providing adequate precautions have been taken to safeguard the goods and the loss and damage was not incurred due to negligence by the Customer.** Such waiver of rights is subject to payment by the Customer of any such excess amount as determined by the Company's insurer.

The amount of such excess is subject to variation without notice to the Customer.

Expressly excluded from the above DAMAGE WAIVER FOR HIRED GOODS are loss or damage as defined below:

- damage due to misuse, abuse or overloading of the goods or any components thereof;
- wrongful conversion of the goods or any components thereof;
- loss or damage in contravention of the conditions of this agreement;
- loss or damage from use in violation of any statutory laws and regulations;
- loss or damage of hoses, electric cods, valves, water connection fittings and other similar accessories;
- damage caused to tyres and tubes by blowout, bruises, cuts or other causes inherent in the use of the goods;
- glass breakage;
- loss or damage relating to lack of lubrication or other normal servicing of the goods;
- loss or damage to the goods whilst located, used, loaded, unloaded, lifted or transported on land or over water, wharves, bridges or vessels of any kind;
- loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines;
- damage caused by exposure to any corrosive substance e.g. caustic, cyanide, salt water, acid, etc;
- theft of the goods unless reasonably locked and secured;
- loss or damage during transport, except where transported by the Company;
- loss or damage to items on which the DAMAGE WAIVER FOR HIRED GOODS premium is not charged;
- loss or damage caused by the negligence of the Customer; and
- loss or damage of any kind to hot water service units included with the hire of portable showers.

DEFAULT AND TERMINATION

If the Customer:

- (a) defaults in the due and punctual observance of all or any of their obligations or covenants under this agreement, including and without limitation, if a review of the Customer's practices in respect of cross-hire and the PPSA discloses that the Customer has failed, or may reasonably be thought to have failed, to comply with their obligations under this agreement in relation to cross-hire and the PPSA; or
- (b) being a person, dies or commits an act of bankruptcy or analogous event or circumstance; or
- (c) being a company, takes or shall have taken against it any action for its winding up, placement under official management, administration or receivership or analogous event or circumstance; or
- (d) if the Company receives a notice under section 64(b) of the PPSA which relates to the priority of the Company to the proceeds of goods,

(Collectively "Default"), then the Company without prejudice to any right or remedy open to it may:

- terminate this agreement with immediate effect by giving the Customer notice;
- retain any security given or monies paid by the Customer to the Company or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum owed or owing by the Customer to the Company; or

- (a) not register a financing change statement in respect of a security interest contemplated or constituted by this agreement without the Company's prior written consent;
- (b) not register, or permit to be registered, a financing statement or a financing change statement in relation to the goods in favour of a third party without the Company's prior written consent;
- (c) do anything (in each case, including executing any new document or providing any information) that is required by the Company:
 - so that the Company acquires and maintains one or more perfected security interests under the PPSA in respect of the goods and its proceeds;
 - to register a financing statement or financing change statement; and
 - to ensure that the Company's security position, and rights and obligations, are not adversely affected by the PPSA;

If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this agreement and:

- (a) section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 121(4); section 125; section 132; section 142 and section 143; and
- (b) section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 129(2) and (3); section 132.

Without limiting the previous provision, the Company is required to give a notice under the PPSA, including notice of verification statement, only if

- (a) the notice is obligatory under the PPSA; and
- (b) the giving of the notice cannot be excluded under the PPSA,

and the Customer hereby waives any rights to receive any notices unless they are required to be given and cannot be excluded.

Unless otherwise agreed and to the extent permitted by the PPSA, the Customer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

For the purposes of section 20(2) of the PPS Act, the collateral is the goods provided by the Company to the Customer from time to time. This agreement is a security agreement for the purposes of the PPS Act.

The Company may apply amounts received in connection with this agreement to satisfy obligations secured by a security interest contemplated or constituted by this agreement in any way the Company determines in its absolute discretion.

The Customer agrees to notify the Company in writing of any change to the Customer's details set out in this agreement, within 5 days from the date of such change.

The Customer must not dispose or purport to dispose of, create or purport to create or permit to be created any security interest in the goods other than with the express written consent of the Company.

The rights of the Company under this agreement are in addition and not in substitution for the Company's rights under any other applicable law (including the PPSA) and the Company may choose whether to exercise rights under this agreement, and/or under such other law, as it sees fit. The Customer agrees that in addition to any rights of the Company under the PPSA, the Company may, if there is default by the Customer, seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this agreement and the Customer agrees that the Company may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or license).

RELOCATION OF GOODS

In relation to the hire of toilets, the Customer must not move or relocate the goods within a site or from one site to another without the prior written consent of the Company and the Customer must at all times ensure that the Company is aware of the location of the goods.

RETURN OF GOODS

If, upon return of the goods to the Company, they are found not to be in clean condition and in good and substantial working order and repair to the satisfaction of the Company, the Customer shall pay to the Company the cost and expense of restoring the goods to a clean condition and to substantial working order and repair.

Notwithstanding anything contained herein the Customer agrees that the onus rests with the Customer to ensure that the goods are returned to the Company's premises at the expiration or sooner termination of the agreement.

RISK

The Customer must:

- (a) use and keep each item of goods; and
- (b) comply with its obligations under this agreement, at its sole risk and expense.

RISK AND INSURANCE

Risk in the goods made available by the Company to the Customer under this agreement passes to the Customer on the earlier of:

- (a) control or possession of the goods passing to the Customer or its employees, agents or subcontractors at the collection point of the goods; and
- (b) in the case of transport of the goods arranged by or undertaken by the Company, at the time that an order for such delivery is accepted by the Company.

Risk in the goods returned to the Company under this agreement will pass to the Company on the occurrence of the last of the following:

- (a) the goods have been delivered to, or received at, the premises of the Company;
- (b) the goods have been moved from any delivery vehicle to the storage facilities of the Company at its premises; and
- (c) the goods are in the control and possession of the Company.

Title in all goods remains at all times with the Company.

The Customer undertakes to insure and keep insured all of the goods for their full insurable value on a replacement and reinstatement basis against all public liabilities and the usual risks against which a prudent owner of property of a similar type to that property would insure and any other risks reasonably specified by the Company. Each insurance policy in this paragraph must be on terms and conditions generally used in the relevant industry for that type of policy and effected with a reputable insurer or insurers. The Customer agrees to provide the Company with a copy of each such insurance policy and certificate of currency promptly upon request.

PORTABLE SANITATION PRODUCTS & SERVICING

The Company agrees to:

- supply the sanitation equipment and/or provide the type of servicing agreed upon at the commencement of the hire or servicing contract.
- maintain sanitation units in a good working order under ordinary use. The Company shall not be responsible for failure to render such maintenance due to causes beyond the reasonable control of the Company.
- schedule regular servicing of the units as agreed upon at the commencement of the hire or servicing contract.

The Customer agrees to:

- the scheduling of regular servicing of the units but as a minimum, the servicing frequency shall be in accordance with the Health Department requirements of no more than 14 days between services;
- pay the servicing charges as set out in the hire contract and/or servicing contract;
- pay additional charges for non-scheduled services and/or emergency call outs;
- ensure the goods are not subjected to use other than that prescribed under the term "ordinary use";
- notify the Company of any changes to the required servicing interval at least 5 working days before the next scheduled service;
- pay a servicing charge upon the termination of this contract to ensure the units are clean and ready for transport free of waste or rubbish of any kind; and
- notify the Company immediately and discontinue to use any of the goods if the goods become unsafe or in disrepair for any reason. The Company is not responsible for any incidental or consequential damages caused by delays in the repairs, maintenance or replacement of the units.

TRANSPORTABLE BUILDINGS – AIR CONDITIONER REPAIRS

The Customer acknowledges that if any air conditioner units require repair whilst under hire that the Company will be responsible for all charges associated with such repair work and where the location of the goods are:

- (a) within an 80km radius of the GPO of the capital city within the Company's state of origin, the charges associated with travel to and from the Customer's site by the Company (or its representatives), is the responsibility of the Customer.
- (b) otherwise, the charges associated with travel to and from the Customer's site by the Company (or such party undertaking such repairs at the request of the Company), is the responsibility of the Customer.

TRANSPORTABLE BUILDINGS - CLEANING

The Customer acknowledges that upon the termination or expiration of the hire of any transportable buildings that such buildings will be subject to cleaning of the hired goods.

The Customer accepts these charges which are in addition to the Price. The Customer acknowledges that these charges may not have formed part of their quotation or hire contract sum.

TRANSPORTABLE BUILDINGS – ELECTRICAL CERTIFICATION

The Customer acknowledges that upon the termination or expiration of the hire of any transportable buildings that such buildings will be subject to certification/testing of electrical circuits & RCD units.

The Customer accepts these charges which are in addition to the Price. The Customer acknowledges that these charges may not have formed part of their quotation or hire contract sum.

TRANSPORTABLE BUILDINGS – WATERLESS URINALS

The Company provides to the Customer the goods which may include waterless urinals. The Customer is responsible for all on-going maintenance as required by the manufacturer of the urinals. The Company can provide replacement components on request which will be charged to the Customer and shall be in addition to any charges that form part of the original hire contract.

TRANSPORTABLE BUILDINGS – LEVELLING

The Company provides to the Customer the goods which require levelling for proper use once delivered onsite. The Company does not include this service unless specifically noted in the quotation or hire contract. This service cannot be performed by transport contractors and will require additional visits to site by qualified labour to perform. Additional costs may also apply for supply of footings and packing shims required to complete the work.

USE OF THE GOODS

The Customer agrees to use the goods in a skilful and proper manner and for the purpose for which the goods were designed and are reasonably and safely capable of fulfilling.

The Customer will observe and comply, at its own expense, with all notices, directions and legal requirements (including those of all authorities, statutes and regulations) in any way relating to the goods.

The Customer shall:

- (a) keep and maintain the goods in a clean and undamaged condition and in good and substantial working order and repair;
- (b) service the goods at its own expense, in a skilful and proper manner and supply all oil and grease necessary for service and maintenance;
- (c) supply at its own expense, all fuel necessary for operation of the goods; and
- (d) give the Company access to the goods for inspection.

The Company may at its election have the exclusive right to determine the type of operation in which the goods may reasonably be employed.

The Customer has no interest in the goods other than as Bailee and acknowledges that the Company owns the goods and in all circumstances the Company retains title to the goods.

Without the prior written consent of the Company, the Customer must not create or allow to come into existence, or agree to create or allow to come into existence, an encumbrance or a security interest over, or which otherwise affects, the goods.

The Customer must ensure that (unless the Company's prior written consent is obtained):

- (a) no item of goods is exposed to a risk of loss, damage or detention;
- (b) no item of goods is sold, transferred, sub-leased or otherwise disposed of;
- (c) each item of goods remains at all times in the sole possession of the Customer;
- (d) the interest of the Company in each item of goods is not prejudiced and that the Company is not exposed to any liability in respect of or in connection with any item of goods;

- (e) each item of goods remains free from distress, execution or other legal process affecting title to, or possession of, an item of goods;
- (f) no replacement, alteration, modification or addition is made to any item of goods which could mean that the goods are no longer readily identifiable as the Company's property (including removing, changing, altering or defacing any name, name plate, identification number, trademark, or any other identifying mark or number on the goods), or which may lead to a material reduction in the value, utility or remaining useful life of the goods; and
- (g) the credit of the Company is not pledged in respect of any maintenance or repair work undertaken on any item of goods.

The Customer must do everything necessary to protect the rights of the Company in the goods including, without limitation:

- (a) making clear to others, where ownership of the goods is relevant, that the Company owns the goods; and
- (b) Immediately informing the Company if it becomes aware of anyone seizing, attempting to seize, interfering or attempting to interfere with the goods.

A person authorised by the Company may enter upon the premises where the goods are located at reasonable times to:

- (a) inspect the condition of the goods (for which purpose the Company or its employees, agents or experts may carry out any tests on any item of the goods that the Company reasonably requires); or
- (b) repossess, remove or recover goods that the Company is entitled to repossess, remove or recover under this agreement; or
- (c) determine whether the terms of this agreement are being complied with; or
- (d) exercise any other right of the Company under this agreement.

SALE TERMS AND CONDITIONS

These sale terms and conditions apply only to the extent that the Customer has agreed to purchase goods from the Company.

AFFIXATION

This section applies until such time as title to the goods passes to the Customer in accordance with this agreement.

The Customer must ensure that no item of the goods is or becomes affixed to any real or personal property except to the extent necessary to enable that item to be properly used and the prior written consent of the Company has been obtained, and in any event, must ensure that no item of goods becomes a fixture.

Even if an item of the goods is or becomes affixed to any real property, it does not become a fixture and remains the Company's property, removable in accordance with this agreement. The Company is entitled to enter any place at any time for the purpose of removing the goods and will not be liable in respect of loss or damage arising from such entry or from the removal of the goods.

If, despite the above paragraphs:

- (a) any item of the goods is or becomes affixed to any real property in any manner, the Customer must take any action the Company reasonably requires to preserve the Company's title to and rights in relation to that item; and
- (b) the Customer uses the goods in some manufacturing or construction process of its own or some third party, the Customer must hold such part of the proceeds of such manufacturing or construction process as relates to the goods in trust for the Company.

CANCELLATION OF ORDERS

Upon placing an order to purchase any goods, the Customer must pay the Company a deposit nominated by the Company at the time of order (the "Deposit").

The Customer will forfeit the Deposit if the order is cancelled at any time after 24 hours have passed from the time of the making of the order.

COMMISSION

If the Company is engaged by the Customer to dispose of the Customer's goods by sale on a commission basis, the Customer acknowledges that the Company shall charge a fee of 20% of the sale price of the goods, including goods and services tax for the sale of any goods on such basis. The Company's fee is inclusive of goods and services tax. The Company's fee includes all advertising expenses. The Company reserves the right to charge storage expenses in respect of the goods.

DEFAULT AND TERMINATION

If the Customer:

- (a) defaults in the due and punctual observance of all or any of their obligations or covenants under this agreement, including failure to pay for any goods at the time that payment for those goods falls due; or
- (b) being a person, dies or commits an act of bankruptcy or analogous event or circumstance; or
- (c) being a company, takes or shall have taken against it any action for its winding up, placement under official management, administration or receivership or analogous event or circumstance

(collectively "Default"), then the Company without prejudice to any right or remedies open to it may:

- terminate this agreement with immediate effect by giving the Customer notice, whether or not any credit period relating to the supply of the goods has expired;
- retain any security given or monies paid by the Customer to the Company or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum owed or owing by the Customer to the Company; or
- where title to the goods has not passed to the Customer in accordance with this agreement, enter upon the Customer's premises or enter upon any premises to which the Customer has a right of access to take possession of and remove the goods under this agreement or any other agreement between the Company and the Customer.

If this agreement is terminated by the Company by reason of Default:

- (a) any right of the Customer to obtain property in the goods the subject of that contractual arrangement shall cease;
- (b) the Customer must pay to the Company as liquidated damages on account of loss of bargain the balance of the Price (if any) together with all costs and expenses incurred in connection with the termination; and

- (c) the Customer must at its own cost immediately return the goods to the Company's premises, and if the Customer fails to return any goods then the Company or the Company's servants or agents may take possession of the goods, and the cost of taking possession shall be considered as part of the price of those goods; and
- (d) the Company may retain all monies paid to it under this agreement.

On the expiry or termination of this agreement, this agreement is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the expiry or termination.

The rights of the Company under these terms and conditions, including the right to the return of or to repossess the goods, is without prejudice to any other rights of the Company at law, in equity or by statute, including any right to recover damages for breach of contract by the Customer.

INSURANCE

This section applies until such time as title to the goods passes to the Customer in accordance with this agreement.

The Customer undertakes to insure and keep insured all of the goods for their full insurable value on a replacement and reinstatement basis against all public liabilities and the usual risks against which a prudent owner of property of a similar type to that property would insure and any other risks reasonably specified by the Company. Each insurance policy in this paragraph must be on terms and conditions generally used in the relevant industry for that type of policy and effected with a reputable insurer or insurers. The Customer agrees to provide the Company with a copy of each such insurance policy and certificate of currency promptly upon request.

PPSA

The Customer consents to the Company affecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this agreement in the goods and the proceeds arising in respect of any dealing in the goods and the Customer agrees to sign any documents and provide all assistance and information to the Company required to facilitate the registration and maintenance of any security interest. Without limitation, the Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). The Customer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the goods.

The Customer undertakes to:

- (a) not register a financing change statement in respect of a security interest contemplated or constituted by this agreement without the Company's prior written consent;
- (b) not register, or permit to be registered, a financing statement or a financing change statement in relation to the goods in favour of a third party without the Company's prior written consent;
- (c) do anything (in each case, including executing any new document or providing any information) that is required by the Company:
 - so that the Company acquires and maintains one or more perfected security interests under the PPSA in respect of the goods and its proceeds;
 - to register a financing statement or financing change statement; and
 - to ensure that the Company's security position, and rights and obligations, are not adversely affected by the PPSA;

If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this agreement and:

- (a) section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 121(4); section 128, section 129; section 132 section 142 and section 143; and
- (b) section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 129(2) and (3); section 132.

Without limiting the previous provision, the Company is required to give a notice under the PPSA, including notice of verification statement, only if

- (a) the notice is obligatory under the PPSA; and
- (b) the giving of the notice cannot be excluded under the PPSA,

and the Customer hereby waives any rights to receive any notices unless they are required to be given and cannot be excluded.

Unless otherwise agreed and to the extent permitted by the PPSA, the Customer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

For the purposes of section 20(2) of the PPS Act, the collateral is the goods provided by the Company to the Customer from time to time. This agreement is a security agreement for the purposes of the PPS Act.

The Company may apply amounts received in connection with this agreement to satisfy obligations secured by a security interest contemplated or constituted by this agreement in any way the Company determines in its absolute discretion.

The Customer agrees to notify the Company in writing of any change to the Customer's details set out in this agreement, within 5 days from the date of such change.

While the goods remain the property of the Company, the Customer must not dispose or purport to dispose of, create or purport to create or permit to be created any security interest in the goods other than with the express written consent of the Company.

The rights of the Company under this agreement are in addition and not in substitution for the Company's rights under any other applicable law (including the PPSA) and the Company may choose whether to exercise rights under this agreement, and/or under such other law, as it sees fit. The Customer agrees that in addition to any rights of the Company under the PPSA, the Company may, if there is default by the Customer, seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this agreement and the Customer agrees that the Company may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or license).

PROVISION OF INFORMATION

The Customer must at the request of the Company provide to the Company information concerning any or all goods supplied to the Customer under this agreement, including their state of repair and location.

The Company may make a request under this clause at any time and from time to time.

RELOCATION OF GOODS

This section applies until such time as title to the goods passes to the Customer in accordance with this agreement.

The Customer must not move or relocate the goods within a site or from one site to another without the prior written consent of the Company and the Customer must at all times ensure that the Company is aware of the location of the goods.

RISK

The Customer must:

- (a) use and keep each item of goods; and
- (b) comply with its obligations under this agreement, at its sole risk and expense.

RISK AND TITLE

Risk in the goods made available by the Company to the Customer under this agreement passes to the Customer on the earlier of:

- (a) control or possession of the goods passing to the Customer or its employees, agents and sub-contractors at the collection point of the goods; and
- (b) where, in the case of transport of the goods arranged or undertaken by the Company, at the time that an order for such delivery is accepted by the Company.

Property in any goods shall not be transferred from the Company to the Customer until the Customer pays in full:

- (a) the Price; and
- (b) all other moneys owing by the Customer to the Company.

Until payment in full of the Price for goods and all other moneys owing by the Customer to the Company, the Customer shall be a Bailee of goods in its possession and must ensure that:

- (a) goods in its possession are clearly identified as property of the Company; and
- (b) goods agreed to be sold under each supply of goods are clearly distinguished from goods agreed to be sold under each other supply.

The Customer agrees that the Company shall have an interest by way of security in any proceeds derived from or relating to goods, to the extent provided for in the PPSA. The Company must ensure that any proceeds are and remain identifiable or traceable in respect of the particular goods from which they are derived or to which they relate.

SALE

The Company will sell the goods to the Customer, and the Customer agrees to purchase the goods for the Price, in accordance with the terms and conditions of this agreement.

USE OF THE GOODS

This section applies until such time as title to the goods passes to the Customer in accordance with this agreement.

The Customer agrees to use the goods in a skilful and proper manner and for the purpose for which the goods were designed and are reasonably and safely capable of fulfilling.

The Customer will observe and comply, at its own expense, with all notices, directions and legal requirements (including those of all authorities, statutes and regulations) in any way relating to the goods.

The Customer shall:

- (a) keep and maintain the goods in a clean and undamaged condition and in good and substantial working order and repair;
- (b) service the goods at its own expense, in a skilful and proper manner and supply all oil and grease necessary for service and maintenance;
- (c) supply at its own expense, all fuel necessary for operation of the goods; and
- (d) give the Company access to the goods for inspection.

The Company may at its election have the exclusive right to determine the type of operation in which the goods may reasonably be employed.

Without the prior written consent of the Company, the Customer must not create or allow to come into existence, or agree to create or allow to come into existence, an encumbrance or a security interest over, or which otherwise affects, the goods.

The Customer must ensure that (unless the Company's prior written consent is obtained):

- (a) no item of goods is exposed to a risk of loss, damage or detention;
- (b) no item of goods is sold, transferred, sub-leased or otherwise disposed of;
- (c) each item of goods remains at all times in the sole possession of the Customer;
- (d) the interest of the Company in each item of goods is not prejudiced and that the Company is not exposed to any liability in respect of or in connection with any item of goods;
- (e) each item of goods remains free from distress, execution or other legal process affecting title to, or possession of, an item of goods;
- (f) no replacement, alteration, modification or addition is made to any item of goods which could mean that the goods are no longer readily identifiable as the Company's property (including removing, changing, altering or defacing any name, name plate, identification number, trademark, or any other identifying mark or number on the goods), or which may lead to a material reduction in the value, utility or remaining useful life of the goods; and
- (g) the credit of the Company is not pledged in respect of any maintenance or repair work undertaken on any item of goods.

The Customer must do everything necessary to protect the rights of the Company in the goods including, without limitation:

- (a) making clear to others, where ownership of the goods is relevant, that the Company owns the goods; and
- (b) immediately informing the Company if it becomes aware of anyone seizing, attempting to seize, interfering or attempting to interfere with the goods.

A person authorised by the Company may enter upon the premises where the goods are located at reasonable times to:

- (a) inspect the condition of the goods (for which purpose the Company or its employees, agents or experts may carry out any tests on any item of the goods that the Company reasonably requires); or
- (b) repossess, remove or recover goods that the Company is entitled to repossess, remove or recover under this agreement; or

- (c) determine whether the terms of this agreement are being complied with;
or
- (d) exercise any other right of the Company under this agreement.