Professional Hire – Terms & Conditions of Trade

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- Contract" means the terms and conditions contained herein,
- togenet with any doubland, order, involve or other doublinet or amendments expressed to be supplemental to this Contract. **Professional Hire** means MSBH Group Pty Ltd ATF Renn Group Trust TA Professional Hire, its successors and assigns or any person acting on behalf of and with the authority of MSBH Group Pty Ltd ATF Renn Group Trust TA Professional Hire. "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Professional Hire to provide the Services as specified in any proposal, quotation, order, involce or other indocumentations and 1.3
- provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally, and (b) if the Client is a partor ship, it shall bind each partner jointly and severally, and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and particulates the Client's executors.
 - 6.2
- 6.3
- (d) be autowice of the Client's executors, administrators, successors and permitted assigns. 'Goods' means all Goods or Services supplied by Professional Hire to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or Services' shall be interchangeable for the Other). 'Equipment' means all Equipment (including, but not limited to, any accessories, temporary fenong, portable foilets, boards etc), supplied on hire by Professional Hire to the Client (and where the context so permits the terms, supply of Services). The Equipment the as described on the invoices, gudation, authority to hire, or any other work authorisation form provided by Professional Hire to the Client.
- 1.6 1.7
- 1.8
- Equipment shall be as described on the involces, quatation, authority 7.1 to brier, or any other work authorisation form provided by Professional Hire to the Client. "Winimum Hire Period as described on the involces, quatation, authority to hire, or any other forms as provided by Professional Hire to the Client. "Business Days" means Monday to Friday and shall not include 7.2 Sturdays of Sundays and/or a public holiday in the area of the Site or throughout Victoria (whether a whole or part of a day). "Site" means the address norminated by the Client at which the Services are to be undertaken (or where the Equipment is to be located) by Professional Hire. "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, whore applicabile, providus cottat (email, Facebook or Twitter details), medical insurance details or cottat (email, Facebook or Twitter details, medical insurance details or exolt of king providue to hold and on the contact (firmation (where applicable), previous credit applications, credit host org. In providue to day devises and the ace as the server or the client at whether and base on the orable / dasabet to king and increditing the contact information (base server or the client story) and price data server or the client story and price data server or the client scoregular. They are designed to hold a modest amount of data (incluing Personal Information professional Hire's website, then 7.3 the Client shell have the right to enable / dasabet provided on the website, prior to making enquiries via the website. The Client data Services Tax as defined within the 'A New 7.4 Tax system (Goods and Services Tax) act 1999 (Chin). "Zervices areas a gervice to tax as defined within the 'A New 7.4 Tax system (Goods and Services Tax) act 1999 (Chin)." Zervices areas active to the aveliated and the contact in the client to kende services as a gered at 1.9 1.10
- 1 11 1.12
- **2.** 2.1
- Acceptance The Cilent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Cilent places an order for or accepts delivery of the Goods/Equipment. In the event of any consistency between the terms and conditions of this Contract and any other plor document or schedule that the of this Contract and any other plor document or schedule that the
- 2.2 imendment to the terms of this Contract shall prevai at may only be amended in writing by the consent of l 2.3
- hoth 7.6 2.4
 - parties. The Client acknowledges and accepts that: (a) the supply of Goods/Equipment on credit shall not take effect 7.7. until the Client has completed a credit application with Professional Hire and it has been approved with a credit limit activitible for the account
- (a) the supply of Gods/Equipment on credit shall not take effect 7.7 until the Client has completed a credit application with Professional Hire and it has been approved with a credit limit established for the account;
 (b) in the event that the supply of Gods/Equipment requested exceeds the Delawing and Limit and/or the account exceeds the payment terms. Professional Hire reserves the right to refuse delawing;
 (c) the Gods supplied offers a manufacturer's guarantee which can withstand a specified wind/weather tolerance. Professional 7.8 thire shall not be held liable for any loss or damages to the tolerance and under the supply of Gods/Equipment requested ealward;
 (d) in the event Professional Hire requires access, in order to undertake the Services. In the event the landowner denese access or use of the land or property or land to the nominated Site, that is not owned by the Client, then it is the Client's responsibility to gain permission from the landowner to use the land or property throughout the process or delivering the Services. In the event the landowner denese access and/or use the property frough any legal 7.9 process that may be deemed necessary, and
 (e) the supply of Gods for accepted orders may be subject to available, Professional Hire is guard. Comparison from the landowner deneses and/or uses the property through any legal 7.9 process that may be deemed necessary, and
 (f) the client, or the Client spectre commendation, information, assistance, or service provided by Professional Hire in god faith to the Client, or Professional Hire is any and it is some the cods/Equipment or Services any data be accepted whote. Betweet the Client age and the based on Professional Hire is agent and is based on Professional Hi
- 3. 3.1
- Authorised read rule or any regulations feterree to in that Act. Authorised Representatives The Client acknowledges that Professional Hire shall (for the duration of the Services) liaise diredty with one (1) authorised representative, and that once introduced as such to Professional Hire, that person shall have the full authority of the Client to order any GoodSequipment and/or Services and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to Professional Hire for all additional costs incurred by Professional Hire (including Professional Hire's profit margin) in providing any GoodSEquipment and/or Services or variation's requested thereto by the Client's duly authorised representative. 8.3

Errors and Omissions The Client acknowledge 4.

- The Client acknowledges and accepts that Professional Hire shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by Professional Hire in the formation and/or administration of this Contract; 8.5
- and/or contained in/omitted from any literature (hard copy and/or electronic) supplied by Professional Hire in respect of the Services (b)
- Services. In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wiful misconduct of Professional Hine; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid. 4.2
- Change in Control The Client shall give Professional Hire not less than fourteen (14) 9. days prior withen notice of any proposed change of ownership of the 9.1 Client and/or any other change in the Client's details (including but **5.** 5.1

not limited to, changes in the Client's name, address, contact phone 9. or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by Professional Hire as a result of the Client's failure to comply with this clause

- Credit Card Information
 Professional Hire will:
 (a) keep the Clent's personal details, including credit card details 9.3
 for only as long as is deemed necessary by Professional Hire;
 (b) not disclose the Clent's credit card details to any third-party, or
 (c) not unnecessarily disclose any of the Clent's personal
 information, except in accordance with the Privacy Policy 9.4
 (clause 19) or where required by Jaw.
- (clause 19) or where required by law. The Client expressly agrees that, if pursuant to this Contract, there
- any unpaid charges

(a) any unpaid charges;
(b) other amounts due and outstanding by the Client;
(c) any Goods or Equipment (or any part of them) supplied on hire that are lost or damaged;
(d) any other additional charges are due from the Client which were not known at the time of the return of the Goods or Equipment, Professional Hire is entitled to immediately charge the Client's authorised to complete any documentation and take any action to recover from the credit carl for these an anounts which may be due by the Client pursuant to the terms of this Contract.

- Price and Payment

 AI Professional Hire's sole discretion the Price shall be either:

 (a) as indicated on any invoice provided by Professional Hire to the Cilerit; or

 (b) Professional Hire's quoted price (subject to dause 7.2) which 10. will be valid for the period states in the quotation or otherwise

 10.1 Professional Hire's quoted price (subject to dause 7.2) which 10. The solution Hirth (0.0) days.

 (a) for the period states the Price:

 (a) for availation to the Goods/Equipment which are to be supplied

 10.2 is requested or

- Socials, subject to prince commencement of the subject social parties; or more social (c)

transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Professional Hire's control. Variations will be characle with writing, and shown as variations on Professional Hire's in the other of the write and shown as variations on Professional Hire's in the characle of the write and shown as variations on Professional Hire's in the other write and shown as variations on Professional Hire's brocket the variation to the Professional Hire within ten (10) working days. Failure to do so will entitle Professional Hire's to do so will entitle Professional Hire's brocket the variation to the Profes. Payment tor all variations the Profes. Payment tor all variations the Profes. Payment tor all variations the Professional Hire's brocket the Professional Hire's brocket the Clean of the date's determined by Professional Hire's brocket the Clean of the date's determined by Professional Hire's brocket the Clean of the date's determined by Professional Hire's brocket the Clean of the date's determined by Professional Hire's brocket the Clean of the date's determined by Professional Hire's brocket the clean of the date's determined by Professional Hire's brocket the professional Hire's brocket the hire's brocket the professional Hire's brocket the the of Professional Hire's brocket the professional Hire's brocket the the of Professional Hire's brocket the payment by the Clean the Professional Hire's brocket the may in the date of any invoice that Professional Hire's the date state the may in the date of any invoice that Professional Hire's the the professional Hire's brocket the maximum value of Professional Hire's Purchase Money Security Interest (a defined in the PPSA) in the CodsEquipment. The Cleant state and the inter professional Hire's brocket the the professio

dause 17.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Professional Hire an amount equal to any GST Professional Hire must pay for any supply by Professional Hire under this or any other agreement for the sale of the Goodshire of the Equipment. The Client must pay GST, without education or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duiles that may be applicable in addition to the Price except where they are expressly included in the Price.

Delivery of Goods/Equipment Delivery ('Delivery') of the Goods/Equipment is taken to occur at the me that the me that the me that the momental carrier takes possession of the Goods/Equipment at Professional Hire's address; or

- the time that: 11.7
 (a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at Professional Hire's address; or
 (b) Professional Hire's for Professional Hire's address; or
 (c) Professional Hire's for Professional Hire's international transformation of the address.
 Unless otherwise agreed, any Goods and/or Equipment delivered or collected more than the (10) metres from the Delivery Site or at multiple collection points will incur additional charges calculated at an houry rate. Professional Hire's Equipment, the Client's such charges, prior to the Delivery and/or calculated at an houry rate. Professional Hire's Equipment, the Client's and the such and dismartling of the Equipment Hind's hall be table to a translation and simantling of the Equipment Hind's hall be table to a translation and simantling of the Equipment Hind's table and the such and the such and the such as the such as the invoice and paint 12.3 accordance with the provisions in these terms and conditions.
 Return of the Equipment (Heturn) will be completed when the Equipment returned by Professional Hire's yard and the off-Hire docket issued to the Client's able endustry the ord of the Equipment. Where the Equipment returned shall be counted in Professional Hire's yard and the off-Hire docket issued to the Client shall be condusive proof of the Scode Hire's and will be deemed the only legal proof of the Coded Equipment is an estimate only and Professional Hire's a result of Delivery being the Hire's Address the inspection has the induced the only legal proof of the Coded Hire's tord parties agrees the inspection in Professional Hire's a result of Delivery being the the internation on the Client shall be condusive proof of the Coded Equipment is an estimate only and Professional Hire's a result of Delivery being the Coded the ord by Brofessional Hire's a result of Delivery being the the more of the tord hird's ord by the Client shall be condusive proof of the scondi

Risk Risk of damage to or loss of the Goods passes to the Client or Delivery and the Client must insure the Goods on or before Delivery

If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Professional Hire is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Professional Hire is sufficient evidence of Professional Hire's nights to receive the insurance proceeds without the need for any person dealing with Professional Hire's nights to make uthere enquires. If the Client requests Professional Hire to leave Goods outside 13. Professional Hire's premises for collection or to deliver the Goods to 13.1 an unaftended location, then such Goods shall be left at the Client's sole risk.

the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Professional Hire; Professional Hire may commence proceedings to recover the Price of the Goods sold notwitistanding that ownership of the Goods has not passed to the Client.

Personal Property Securities Act 2009 ("PPSA") In this dause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in writing the Client

Acknowledges and agrees that and conductors in whiting the orient associrity agreement for the purposes of the PPSA and creates a security interest in all GoodSEquipment and/or collateral (account) – being a monetary obligation of the Client to Professional Hire for

Services - that have previously been supplied and that will be supplied in the future by Professional Hire to the Client. The Client undertakes to:

Client undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Professional Hire may reasonably

to-date in all respects) WIICH FLORESHOLD require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or in percent a reflect in a statement referred to in clause

(ii) ourset a defact in a statement referred to in clause (iii) ourset a defact in a statement referred to in clause (iii) ourset a defact in a statement referred to in clause (ii) adversity and upon demant reimburse. Professional Hire for financing change statement or the Personal Property Securities Register established by the PPSA or releasing any Good/Ecument changed thereby: (c) not register a financing change statement in respect of a security interest without the prior written consent of Professional Hird or a new tho be neidered a financing clauses of How the prior written consent of Professional Hird or a new tho be neidered a financing clauses of Not register or new tho be neidered a financing tatement or How the prior written consent of Professional Hird or the neidered a financing clause of the professional How the prior written consent of Professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the neidered a financing clause of the professional Hird or the professional the professional the profesional the professional the profesional the professional the pro

(c) not register a initiating trange statement in respect of a security interest without the prior written consent of Professional Hire.
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in tavour of a third party without the prior written consent of Professional Hire.
(e) immodiately division of the process derived from such assisting the advance of the process derived from such states.
Professional Hire and the Client argree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
The Client waives their rights as a grantor and/or a debtor under sections 142. Unless otherwise agreed to in writing by Professional Hire, which the process derived from such accordance with section 157 of the PPSA.
Unless otherwise agreed to in writing by Professional Hire under dauses 13.3 to 13.5.
Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions.
The Client waives their for the register of assistent in accordance with section 157 of the PPSA.
Unless otherwise agreed to in writing by reforment accordance writis clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
Only to the extern that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 13 will apply generally of the PPSA.
Security agreement in the form of a PPSA assister that the site of accordance in this period with the right of renewal shall clause 13 will apply generally for the purposes of the PPSA.
Security agreement in the form of a PPSA assister that the the right of renewal shall clause 13 will apply generally for the purposes of the PPSA.
Security and Charge

Security and Charge In consideration of Professional Hire agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Client indemnifies Professional Hire from and against all Professional Hire is costs and dishursements including lead costs on

The Client indemnites Professional Hire from and against all Professional Hire's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Professional Hire's rights under this clause. The Client irrevocably appoints Professional Hire and each director of Professional Hire as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalt.

Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA") The Client must inspect the Goods/Equipment on Delivery and must within the they four (24) hours of Delivery notify Professional Hire in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or guide. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Professional Hire to inspect the Goods/Equipment.

notification the Client must allow Protessource and commonwealth Law Goods/Equipment. Under applicable State. Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and varianties (including, without limitation the statutory guarantees and varianties) (including, without limitation the statutory guarantees and varianties). And any be implied into these terms and conditions (Mon-Excluded Guarantees). Professional Hire acknowledges that nothing in these terms and conditions (Mon-Excluded Guarantees).

Guarantees." Professional for the formation of the Endedtee of the Endedteee of the Endedteee of the Endedtee

refund any money the Client has paid for the Goods. Toressonia the may fif the Client is not a consumer within the meaning of the CCA. Professional Hire's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by Professional Hire a Professional Hire's

10 "Comind to the value of any parses werrandy or warrandy call al inorvided to the Client by Professional Hire is Professional Hire is soroide discretion;
10 limited to any warrandy to which Professional Hire is entitled, if Professional Hire idd not manufacture the Goods;
(c) otherwise negated absolutely.
Subject to this clause 15, returns will only be accepted provided that:
(a) the Client has complied with the provisions of clause 15,1; and
(b) Professional Hire has agreed that the Goods are defective; and
(c) therwise are returned within a reasonable time at the Client's cost (if that cost is not significant); and
(d) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
(d) the Goods or party caused by or arise as a result of:
(a) the Client failing to properly maintain or store any Goods/Equipment;
(b) the Client failing to properly maintain or store any Goods/Equipment to should have become apparent to a reasonably prudent operator or user;
(d) the Cloed came apparent or should have become apparent to a reasonably prudent operator or store;
(e) fair ware and tear, any accident, or act of God.
(in the case of second-hand Goods, prior to Delivery and caceplis time with all way any instructions or guidelines provided by Professional Hire;
(e) fair ware and tear, any accident, or act of God.
(in the case of second-hand Goods, prior to Delivery and caceplis time with all way and that to the extent permitted by law no warranty is given by Professional Hire;
(b) the Client personal dual thing the client acknowledges and agrees that Professional Hire.

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sole risk. Professional Hire shall be entitled to rely on the accuracy of any measurements, plans, specifications, and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate. Professional Hire accepts on responsibility for anylos, damages, or costs however resulting from these inaccurate plans, specifications or other information. The Client acknowledges and accepts that: 13.3

- The Client acknowledges and accepts that: (a) the Goods supplied may: (b) exhibit variations in shade, colour, texture, surface, finish and may fade or change colour over time; (ii) expand, contract or distort as a result of exposure to heat, cold, weather; (iii) mark or stain if exposed to certain substances; and (iv) be damaged or disfoured by impact or scratching; (b) Professional Hire shall not be held liable for any loss or damages on disfoured where the Goods have not been mainteeur and/or metallows.

Fence Wrapping Risk The Client acknowled whether even The Client acknowledges and accepts that all work carried out whether experimentally or otherwise at the Client's request will be charged to the Client. Unless otherwise agreed, the Client shall bear the cost of fonts, or colour proofs, or artwork, specially bought at its request for the Services. acknowledges and accepts that all work carried out erimentally or otherwise at the Client's request will be a Client

- Contest otherwise agreed, the Orient share bear the Cost notified of Gorum proofs, or artwork, specially bought at its request for the Services. Professional Hires shall be under no liability whatever to the Client for any variation (beyond the reasonable control of Professional Hire) in colours between the approved prototype and the finished Goods. Whist every care is taken by Professional Hire to carry out he instructions of the Client, it is the Clients responsibility to undertake a final proof reading of the Goods. Professional Hire is hall be under inal baility whatever for any errors not corrected by the Client in the final proof reading. Should the Client's alterations require additional 13.4 proofs in shall be inviced as an exita. All final proofs provide dy Professional Hire to match PMS Professional Hire is under no obligation to provide samples of Goods ordered other then by virtue (computerised) sample. Whils every variation between virtual sale samples and either the virtual fact wine and the taken by Professional Hire to match PMS 13.8 colours, Professional Hire to computer and/or the final product. While every effort will be taken to provide and ther the virtual colours, Professional Hire to computer sand) for any variation colours, Professional Hire to to match PMS 13.8 colours, Professional Hire to the provide sample sign to be substrates, half tones and or detailed graphics between sale 13.9 Professional Hire to the taken to provide sample sign to final product. While product the tother to by the client to virtual soles and the final product. Professional Hire to the final product and the final product. Professional Hire to the taken to provide samples of the client product. The taken to the taken to provide the observent sale 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9 13.9
- the final product." Professional Hire shall not be held liable for inks wearing off through general wear and tear. The Client acknowledges and agrees that any completed Goods left with Professional Hire for more than two (2) weeks will incur a storage fee as determined by Professional Hire. 13.10

storage fee as determined by reserve
Compliance with Laws
The Client and Professional Hire shall comply with the provisions of 14. all statutes, regulations and bylaws of government, local and other 14.1 public authorities that may be applicable to the Services.
Modern Slavery
Arct means the Modern Slavery Act 2018 (cth)
Modern Slavery
Statistical and the meanings given by the Act.
If the Client is a Reporting Entity or not, the Client shall:
(a) use reasonable endeavours to identify, assess and address risks of modern Slavery mactices in its operations and supply 14.3 chains,

- risks of modern slavery practices in its operations and supply 14-3 chains; use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains used for the purposes of the Contract have undertaken suitable training to identify and report Modern Slavery, and the suitable training to identify and report Modern Slavery practices in its operations and supply chains, the Client must as soon as 15.1 reasonably practicable take all reasonable steps to address or remove these practices: provide to Professional Hire a copy of any Modern Slavery Statement that it submits under the Act within seven (7) days of so doing; and the supple supple supple supple supple supple supple
- (d)

- (iv) to enable Professional Hire to assess and address included of Modern Slavery practices in its operations and supply 15.4

chains. 15.4 The parties agree that in the circumstances a breach arises pursuant to this dause or the terms of the Ad, the parties will by and resolve the breach by way of remediation and Professional Hire will be able to terminate the Contract for any breach by the Client. The Client warrants that any information supplied to Professional Hire is true and accurate and may be relied upon for the purposes of 15.5 the Ad.

The Ad. The Client shall indemnify Professional Hire against any loss or liability suffered by Professional Hire as a result of the Client's 15.6 breach of this clause 11.

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Page 1 of 2 Please note that a larger print version of these terms and conditions is available from Professional Hire on request. #40904 © Copyright - EC Credit Control 1999 - 2021

11.6

- Title to Goods Professional Hire and the Client agree that ownership of the Goods Professional mile and the Client agree that withership to the Goods shall not pass until: (a) the Client has paid Professional Hire all amounts owing to Professional Hire; and (b) the Client has met all of its other obligations to Professional Hire.
- (b) the Client has met all of its other obligations to Professional Hire. Receipt by Professional Hire of any form of payment other than cash shall not be demed to be payment until that from of payment has 15.8 been honoured, cleared or recognised. It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 12.1: (a) the Client is only a balle of the Goods and must return the Goods to Professional Hire or nequest; (b) the Client holds the benefit of the Client's insurance of the Goods being lost, damaged or destroyed; (c) the Client must not sail, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sails, disposes of parts with possession of the Goods then the Client must hold thus of easil of early and to thus ther Professional Hire on demand; (d) the Client should not convert or professional Hire on demand;

must pay of deriver the proceeds to Processional mile of demand; the Client should not convert or process the Goods or intermit, them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Professional Hire and must sell, dispose of or return the resulting product the Thesistical Hire as its o directs; there in the end of the trust of the other any them in the Prodessional Hire is the Good set any professional Hire may recover possession of any Goods in transit whether or not Delivery has occurred;

the second-hand Goods and calculated the Price of the second-hand

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- the second-hand Goods and calculated the Price of the second-hand Goods in reliance of this clause 15.10. Professional Hire may in its absolute discretion accept non-defective Goods for return in which case Professional Hire may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs. Notwithstanding anything contained in this clause if Professional Hire is required by a law to accept a return, then Professional Will only accept a return on the condent accept any accept are set of subject to clause 15.1 outsomed for non-stockitt fems or Goods nade or ordered to the Client's specifications are not acceptable for model or ordered. 15.12 15.13 credit or return.
- creati or return. Intellectual Property Where Professional Hire has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of Professional Hire. Under no circumstances may such designs, drawings and documents be used without the express written 19.7 approval of Professional Hire. The Client variants that all designs, specifications or instructions given to Professional Hire. The Client variants that all designs, specifications or instructions given to Professional Hire will not cause Professional Hire to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Professional Hire in respect of any such infringement. The Client agrees that Professional Hire in any (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Professional Hire has created for the Client.
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17. 17.1

- 17.2
- uesayns, arawnys or usoos which Protessional Hire has created for the Cient. **Default and Consequences of Default** Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Professional Hire's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Clent overse Professional Hire any money, the Client shall indemnify Professional Hire from and against all costs and disbursement? (2) for which by the Client would be liable: in regard to legal costs on a solicitor and orn client basis, internal in regard to legal costs on a solicitor and orn client basis, internal in regard to legal costs on a solicitor and orn client basis, internal in regard to legal costs on a solicitor and orn tlimited to, torntrad datul these and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies Professional Hire may have under this Contract, if a Client has made payment to Professional Hire, and the transaction is subsequently reveate, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Professional Hire's obligations under this Contrad. Without prejudice to Professional Hire's obligations under this Contrad. 17.3
- Contract.¹ In recommendence of the second second and the target of the shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to dread the shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to dread the shall whether or not due for payment, become immediately payable if. (6) any morely payable to Professional Hire shall be unable to make a payment when it falls due; (9) the Client has exceeded any applicable credit imit provided by 20. Professional Hire; so propose or enters into an arrangement with creditors, or makes an assignment for the benefit difficued with a creditors or makes an assignment for the benefit difficued by an order of the creditors or makes an assignment for the benefit difficued by a constraint of the creditors or makes an assignment for the benefit difficued by a constraint of the creditors or makes an assignment for the benefit difficued by a constraint of the creditors or makes and assignment for the benefit difficued by a constraint of the creditors or makes and assignment for the benefit difficued by a constraint of the creditors or makes and assignment for the benefit difficued by a constraint of the creditors or makes and assignment for the benefit difficued by a constraint of the creditors or makes and assignment for the benefit difficued by a constraint of the constraint of the creditors or makes and assignment for the benefit difficued by a constraint of the constraint of the creditors or the constraint of the constraint of the creditors or the constraint of the creditors or the constraint of the creditors or the constraint of the constraint of the creditors or the constraint of the constraint of the creditors or the constraint of the co 17.4

 - (d)
 - or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client. 21.1

- of the Client. 21.1
 Cancellation
 Without prejudice to any other remedies Professional Hire may have,
 if at any time the Client is in breach of any obligation (including those
 if at any time the Client is in breach of any obligation (including those
 if at any time the Client is in breach of any obligation (including those
 if at any time the Client is in breach of any obligation (including those
 if at any time the Client is the stapply of Codos/Enguinement to
 the Client. Professional Hire will not be liable to the Client for any
 loss or damage the Client surger of Goods/Enguinement or the
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 or the supply of Labour. The client for the supply o 18.2
- 18.3
- profits). Cancellation of orders for Goods/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been 18.4 accept

Privacy Policy All emails docu

- Privacy Policy All emails, documents, images or other recorded information held or used by Professional Hire is Personal Information, as defined and referred to in clause 19.3, and therefore considered Confidential Information. Professional Hire acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1986 (The Act) Including the Part IIIC of the Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (TEAT), under the EU Data Privacy Laws (including the Ceneral Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Professional Hire acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Cilent's Personal Information, held by Professional Hire that may result in serious harm to the Client, breakings and will solve on the offent is resident material, they have professional Hire that may result in serious harm to the Client, Professional Hire will notify the Client in accordance with the Act and/or the ODP. Any release of such Personal Information must be approved by the Client by withen consent, unless subject to an be approved by the Client by withen consent, unless subject to an 19.2
- be approved by the client by whiter consent, unless subject to an operation of law clause 19.1, privacy limitations will extend to Professional Hire in respect of Cookies where the Client tillises Professional Hire's website to make enquiries. Professional Hire agrees to display reference to such Cookies and/or similar tackable, such 23.3 technologies, such as pixels and web beacons (if applicable), such 23.3 technologies such as pixels and web beacons (if applicable), such 23.3 technologies and on Personal Information such as the more technologies and the such as the professional such as the construction of Personal Information such as the such as the professional such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such as the professional formation such as the professional such a technolo Client's

 - nt's: " IP address, browser, email client type and other similar details; tracking website usage and traffic; and reports are available to Professional Hire when Professional Hire sends an email to the Client, so Professional Hire may collect and review that information ("collectively Personal 23.4 Information") (a) (b) (c)
 - Information) the Client consents to Professional Hire's use of Cookies on rofessional Hire's website and later wishes to withdraw that onsent, the Client may manage and control Professional Hire's rivacy controls via the Client's web browser, including removing consent, 23.6 ookies by deleting them from the browser history when exiting the
- Cookes by deleting them form the utweet insury wires example to site. The Client agrees for Professional Hire to obtain from a credit information (e.g. name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Professional Hire. The Client agrees that Professional Hire may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or 19.3 23.7
- 19.4 23.8

- Professional Hire Terms & Conditions of Trade
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers, and/or Client's repayment history in the preceding two years. The Client consents to Professional Hire being given a consumer 23.9 credit report to collect overdue gayment on commercial credit. The Client agrees that personal credit information provided may be used and related by Professional Hire for the following purposes (a) the provision of Goods/Equipment, and/or (b) analysion, werfixing and/or cherking the Client's credit navment
- (b)
- analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment;
- and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client, and/or (d) enabling the collection of amounts outstanding in relation to the Goods/Equipment. Professional Hure may give information about the Client to a CRB for
- the following purpose (a) (b)
- (a) (b)

- ofessional Hire may give information about the Client to a CRB for following purposes: to obtain a consumer credit report, allow the CRB to create or maintain a credit information file about the CIBent including credit history. Personal Information as outlined in 153 above; enformation given to the CRB may include: array of the provide read history. array of the client of the Client's application for credit or type of onsumer credit (array client's application for ordet) or the credit leg, date of commencement/termination of the credit exposed acounts (and Professional Hire is a advice of consumer credit client's application for ordet) or the credit acount and the amount requested); advice of consumer credit clients (provided Professional Hire is a member of an approved OAIC External Disputes Resolution Scheme), overdue acounts, Ioan repayments or outstanding monies which are overdue by more than sixty (60) days and for 24.3 which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client 24.4 no longen has any overdue acounts is counts and Professional Hire tas to longer has any overdue accounts and Professional Hire has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments); information that, in the opinion of Professional Hire, the Client
- Intornation that, in the optimich of processional riler, the Cleft has committed a serious credit infringement, advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150). I client shall have the right to request (by e-mail) from fressional Hine; (h) 24.5
- The

- The Olivin the fail have the right to request (by e-mail) for a professional Hire. (a) a cocy of the Personal Information about the Client retained by Professional Hire and the right to request that Professional Hire correct any incorrect Personal Information, and (b) that Professional Hire does not disclose any Personal Information about the Client retained by Professional Hire will be the personal Information upon the Client's 25, request (by e-mail) or if it is no longer required unless it is required to be maintained and/or stored in accordance with the law. The Client can make a privacy coordance with the law. The Client can make a privacy coordance with the law. The Client can make a privacy coordance with the law. The Client can make a privacy coordance with the law. The Client can make a privacy coordance with the accordance with the complaint within 25.2 seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint can can an statistical with the first of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

Confidentiality Professional Hire and the Client agree to keep confidential any information in relation to the other party which is not in the public domain (including, but not limited to, trade secrets, processes, formulae, acocumts, marketing, designs, databases, and all other information held in any form).

Service of Notices

- Any writen notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract.

by leaving it at the address of the other party as stated in this Contract. by sending it by registered post to the address of the other party as stated in this Contract. di sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party is ast known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered. Trusts

Trusts If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Professional Hire as follows: (a) the Contract extends to all lights of indemnity which the Client ow or subsequently may have against the Trust and the trust first. 25.3

- fund; (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not
- the Client' against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity: the Client' will not without consent in writing of Professional Hire (Professional Hire will not urreasonably withhold consent), 25.4 cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (iii) any alvancement or distribution of capital of the Trust; (iv) any resettlement of the trust property. 25.5 (c)

General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor 25.6 and cumulatis stained to be treated so a water of this physical, how the shall a flect that party's right to subsequently enforce that provision if any provision of these terms and conditions shall be invalid, void lingal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected projudiced or impaired.

enforceability of the remaining provisions snail not be anecled, prejudiced of impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the 26. Client's purchase order). 26.1 Subject to duese 15, Professional Hire shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a treach by Professional Hire of these terms and conditions (alternatively Professional Hire is liability shall be inited to damages which under no circumstances shall exceed the Price of the Goods/Equipment/Labour). Professional Hire may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's content.

consent. The Client cannot licence or assign without the written approval of

The origin callide called each of basing minor into match spectra of Professional Hire may elect to subcontract out any part of the Services but shall not be releved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any 27. of Professional Hire's sub-contractors without the authority of 27.1

of Professional Hires sub-contratours without the devices and the professional Hire Professional Hire. The Client agrees that Professional Hire may amend their general 27.2 terms and conditions for subsequent future contracts with the Client by disologing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Professional Hire to provide Goods/Equipment to the Client 27.3

Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of

regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government inposed border lockdowns (including, worldwide reasonable control of ether party. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary autionisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them. arement between Professional life and the Client. Shall be entire 27.3 parement between Professional life and the Client and the Client and the client of the and the Client and the Client of the entire 27.3 parement between Professional life and the Client and the Client and the client of the and the Client of the cli

ss, damage or injury to property arising out of the Equipment, urther the Client will not use the Equipment nor permit it to be used such a manner as would permit an insurer to decline any claim.

If such a manifest as would permit an insure to decline any damit. The Cient accepts full responsibility for and shall keep Professional Hire indemnified against all liability in respect of all actions, proceedings, claims, damages, costs, and expenses in respect of any injury to persons or damage to property arising out of the use of the Equipment during the hire period however arising and whether

or not arising from any negligence, failure or omission of the Client or any other persons. If Professional Hire believes the Equipment is at risk for any reason

In crosssonal Hire believes the Equipment is at risk for any reason whatsoever (including, but not limited to, the name of its use by the Client or that the Client is unable to or might be unable to pay any hire charges. Professional Hire at their sole discription, take any action as necessary to retake possession of the Equipment in accordance with clause 29. Accordingly, the Client grants Professional Hire an irrevocable right and authority to enter the Site at any time as to where the Equipment is located to remove the Equipment.

Overloading In the event that Professional Hire arrives to collect the Equipment to facilitate the disposal of its contents, and finds that the Equipment is overloaded, then Professional Hire shall (at its sole discretion)

is overloaded, then Professional Hire shall tall his Sure Unservenue, either.
(a) refuse the carriage of the Equipment until the Client has reduced the load to an acceptable level or
(b) leave behind the overloaded portion; or
(c) provide the Services in which case, the Client shall be liable to Professional Hire (notuding, but not limited to, any fines, penalties; or additional dumping fees).
The Client agrees to pay any extra costs that may arise as a result of overloading or incorrect loading of the Equipment by the Client, the Client signation of the Equipment by the Client, the Client, services and the regulation of the Equipment by the Client,

Title to Equipment The Equipment is and will at all times remain the absolute property

The Equipment is and will at all times remain the absolute property of Professional Hire. If the Client fails to return the Equipment to Professional Hire, then Professional Hire or Professional Hire's agent may (as the invitee of the Client) enter upon and into land and premises worked, occupied, or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. The Client is not authorised to pledge Professional Hire's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

Client's Responsibilities The Client shall: (a) satisfy itself at commencement that the Equipment is suitable for its purposes; (b) notify Professional Hire immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by gving such notification; (c) operate the Equipment safely, strictly in accordance with the law (including, but not limited to, the Occupational Health and Safety Act 2004 and any future amendments thereto), only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Professional Hire or posted on the Equipment;

the Equipment; ensure that all reasonable care is taken in handling the Equipment and that the Equipment is securely stored when not

Equipment and that the Equipment is securely stored when not in use; be liable for any parking or traffic infringement, impoundment, towage and storage costs incurred during the hire period and will supply relevant details as required by the Police and/or Professional Hire relating to any such mattes or occurrences; comply with all workplace health and safely laws relating to the second the program of the termination of the hire; deliver the Equipment complete with all parts and accessories, coefficient the Equipment complete with all parts and accessories, deliver the Equipment adelivered, fair wear and tear accepted to Professional Hire; went the Environment in their own possession and control and

Clean and in Quod block as subvieted, har wear and team accepted. Englotescional line;
(h) shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment of any part thereof to be used by any other party for any other work; and
(i) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work; and
(i) indemnify and hold hambes Professional Hire in respect of all claims arising out of the Client's use of the Equipment. The Client shall not.
(a) after or make any additions to the Equipment. The Client shall not.
(a) after or make any additions to the Equipment or or in the Equipment or in any other manner interfere with the Equipment.
(b) exceed the recommended or legal load and capacity limits of the Equipment, and the galor means.
(c) use or carry any ligeal, prohibited or dangerous substance in or on the Equipment.

(c) use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
 (d) fix any of the Equipment in such a manner as to make it legally a future forming part of any freehold.
 Immediately on request by Professional Hire the Client will pay:
 (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Professional Hire;
 (b) all costs incurred in deaning the Equipment,
 (c) all costs of repairing any damage caused by:
 (i) the ordinary use of the Equipment,
 (ii) the ordinary use of the Equipment,
 (iii) the ordinary way whatsoever other than by the ordinary use of the Equipment by the Client.
 (c) any:

lost hire fees Professional Hire would have otherwise been entitled to for the Equipment, under this, or any other hire

entitled to for the Equipment, under this, or any other hire agreement; costs incurred by Professional Hire in picking up and returning the Equipment to Professional Hire's premises if the Client does not return the Equipment to Professional Hire's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so;

was organizing agreed into its orient would obs., (ii) insurance excess pavable in relation to a daim made by either the Client or Professional Hire in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client is insurers or Professional Hire's.

Client's Responsibilities

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(q)

(d) any

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(ii)

agreement between Professional Hire and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by Professional Hire that is not embodied in

The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the upropsed i, mighternating any transaction under this

28. 28.1

Additional Terms & Conditions Applicable to Hire Only

Hire Period Where the Equipment does not have a timing device installed hire charges shall commence from the time the Equipment is collected by the Client threm Professional Hire's premises and will continue until the return of the Equipment to Professional Hire's premises, and/or until the expiry of the Minimum Hire Period, whichever lad cocurs. If Professional Hire agrees with the Client to deliver, install, collect and/or dismanle the Equipment, hire charges shall commence from the time the Equipment leaves Professional Hire's premises and/or continue until the Client notifies Professional Hire's that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Prand whichever last occurs. 28.2

Is available to consciout, and/or one of the expression of the minimum rate Period, whichever last occurs, advises of termination shall in all cases be treated as a full day's hire. No allowance whatsoever, can be made for time during which the 29.1

No allowance whatsoever can be made for time during which the 2511 Equipment is not in use for any reason unless Professional Hire confirms special prior arrangements in writing. In the event of 29.2 Equipment breakdown provided the Client notifies Professional Hire immediately, hing charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client. In the event that the Client is in breach of these Terms and Conditions, Professional Hire may issue a notice to the Client 29.3 requiring the Client to remedy the breach within three (3) Business days of the date of the notice. If the Client tails the reach within the three (3) Business Day period, Professional Hire may cancel the Contract by further notice in writing to the Client in **30**. accordance with clause 18.

- accordance with clause 18.
 Access and Installation/Dismantling
 The placement, filling and pick-up of the Equipment are under the
 direct orders and control of the Client and the Client indemnifies
 Professional Hire against any loss, damage, or injury as a result of
 the function performed.
 The Client shall ensure that:
 (a) Professional Hire always has clear and free access to the Site
 to deliver, install and/or dismantle the Equipment in accordance
 with clause 8.2. The Client will be liable to Professional Hire for
 any loss, costs, or damages which Professional Hire for
 obligations hereunder if Professional Hire is unable or unwilling
 to install the Equipment due to the Site not being clared an
 ready as aforesaid. Nevertheless, the Client shall be liable to
 pay the costs of the hire of the Equipment on the terms stated
 herein;
 (b) access is suitable to accent the wainth of fadoa trutce accent (b)
- They has a backward the Equipment on the term stated herait. any the costs of the hire of the Equipment on the term stated herait. be a desmal coscapt the weight of laden trucks as may be desmal coscasny by Professional Hire Professional Hire without limitation, damage to pathways, drivewargs and cost of the state of the state of the state (including, without limitation, damage to pathways, drivewargs and cost of the state of the state of the state (including, without limitation, damage to pathways, drivewargs and cost of the state of the state of the state of the state (including, without limitation, damage to be state of the state of the professional Hire is advised of the precise location of all underground exvices on the State with the detrict all structures, gas services, sever services, pumping services, sever connections, sever studge mains, water mains, imgation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the State. White Professional Hire will take all care to avoid damage to any underground services the Client damage to services on the State. White Professional Hire will take all cares to indemity Professional Hire in tegote of all and any liability claims, loss, damage, costs and fines as a result of 30.2 damage to services not precisely located and notified as perthis clause (c); and any local authority have been obtained where that the Equipment is to be located on the roadside or any footpath adjacent thereto. set the Claint instructs/directs otherwise, Professional Hire shall ce the Equipment at the nominated Site at the nearest dear area here roadside. Professional Hire shall no the liable for any damages is with crassing and the located on the roadside or any damages is with crassing the state link to the located on the roadside or any damages is with crassing the state link to the located on the roadside or any damages is with crassing thesis shall no the liable befor an (c)
- (d)

Unless the Client instructs/directs otherwise, Professional Hire shall place the Equipment at the nominated Site at the nearest clear area to the roadside. Professional Hire shall not be liable for any damages incurred by the Client or any third-party (including damage to property) in following any instructions/directions of the Client to deliver the Equipment elsewhere at the Site. In all cases, the Client agrees to indemnify Professional Hire against any claims whatsoever made against Professional Hire that arise out of the placement and/or re-positioning of the Equipment (including, but not imited to, any re-positioning of the Equipment for safety requirements where such has been installed by any other third-party). 30.3

requirements where such has been installed by any other trird-party). Notwithstanding clause 25.3, where the Equipment is hired with an operator this person shall at all times remain an employee of Professional Hire. The operator of the Equipment remains an employee of Professional Hire and operates the Equipment in accordance with the Client's instructions. As such Professional Hire client's instructions. The Client deperator in following the Client's instructions of the operator in following the Client's instructions of the operator in following the Client's instructions. The Client acknowledges and agrees that the Client shall not move the Equipment once placed in position by Professional Hire, except with the express approval of Professional Hire, the Client's emoval of the Equipment. The Client agrees to indemnify Professional Hire in complying with any such order, or through the Clients failure to comply with any such order, or through the Clients failure to comply with merving the clause. Inspection of Equipment

25.5

Inspection of Equipment The Cient hereby grants Professional Hire (including its employees duly authorised agents, or representatives) the right, at all times upon Professional Hire giving to the Cient reasonable notice and without unduly interfering with the Cient's business or operations

- Withou anouty interempt was use oncompared and a second state of the care of the Site(s) where the Equipment or any part thereof may be located; and (b) inspect the state of repair or condition of the Equipment; and/or (c) carry out any such tests on the Equipment as may be reasonably necessary including, but not limited to, health and safety tests or inspections; and/or (d) observe the use of the Equipment by the Client; and/or (e) do any act, matter or thing which may be required at law or to otherwise protect Professional Hire's rights or interests in the Fruinment.
- Equipment

Page 2 of 2 Please note that a larger print version of these terms and conditions is available from Professional Hire on request. #40904 © Copyright - EC Credit Control 1999 - 2021

Risk to Equipment Professional Hire retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery. The Client accepts full responsibility for the safekeeping of the Equipment and indemrifies Professional Hire for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client. damage is attributable to any negligence, failure, or omission of the Client. The Client will insure, or self-insure Professional Hire's interest in the Equipment against physical loss or damage including, but not lin to, the perils of accident, fire, theft and burglary and all other u risks and will affect adequate Public Liability Insurance covering