

## Terms and Conditions - Telehandler Hire

The Company at the request of the Customer, (acknowledged by the Customer's signature on this Agreement) agrees to provide hire services of the Unit(s) to the Customer subject to the terms and conditions of this hire agreement as detailed below:

**"Agreement"** shall mean the document and any other documentation issued by the Company in relation to the hire, delivery and maintenance of the units.

**"Company"** shall mean any of Bingo Bins Pty Ltd (ABN 20 162 984 027), Bingo Waste Services Pty Ltd (ABN 43 162 988 623), Dial a Dump Industries Pty Ltd (ABN 75 131 565 583), United Hire Group Pty Ltd (ABN 83 606 852 144) and/or any related entity or Related Body Corporate which provides the Services to the Customer, being the hirer or custodian of the Unit(s).

**"Customer"** shall mean the person or entity named on this document as the Customer and to whom or to which the Unit(s) is hired.

**"Insolvency Event"** means, in relation to a party, any one or more of the following events or circumstances:

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a controller, receiver, receiver and manager, administrator, liquidator or analogous person appointed to it or any of its property;
- (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) being unable to pay its debts or being otherwise insolvent;
- (e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;
- (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- (g) any analogous event or circumstance under the laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party (which approval is not to be unreasonably withheld).

**"Unit(s)"** shall mean all the equipment, as listed in this document, including all ancillary equipment.

### 1. TERM:

- (a) This agreement commences on the earlier of when:
  - (i) the Customer signs this Agreement/Quotation; or
  - (ii) the Customer accepts a quote or hire contract; or
  - (iii) the Customer takes delivery of the Unit; or
  - (iv) the time and date the Unit is first in the care and custody of the Customer, and will continue for the Hire Period specified in this Agreement.
- (b) This Agreement overrides any other quote, invoice or document, whether written or verbal, issued by the Company.

### 2. CHARGES:

- (a) The Customer agrees to pay the Company:
  - (i) the Hire charges for the Unit(s) set out in this Agreement.
  - (ii) all stamp duties and other duties, including any G.S.T. that may now or hereafter be incurred in respect of this Agreement.
  - (iii) all transportation charges incurred in the transport of the Unit(s) to and from the designated site.
- (b) The company shall invoice the customer monthly, and the amounts shall be payable by the customer within 7 days of receipt.
- (c) Interest will be charged at 2% above the interest rate published by the Reserve Bank of Australia from time to time the interest rate and will be calculated daily on any overdue amounts.
- (d) All prices are GST exclusive.
- (e) This quote is valid for 30 days from the date of the quote.
- (f) The Customer acknowledges that the charges payable are subject to review at each 12-month anniversary from the date of delivery. The rate will increase by 4.5% p.a or CPI, whichever is the greater.

### 3. USE OF UNIT:

- (a) The Customer shall at all times ensure the Unit(s) is used in accordance to all relevant acts, regulations and laws relating to the Unit(s) and its use.
- (b) The Customer agrees not to do or omit to do any act or thing likely to endanger the safety or condition of the Unit(s).
- (c) The Customer will be responsible for all costs associated with damage to the Unit(s).
- (d) The Customer acknowledges that this Agreement to hire is based upon information provided by the Customer to the Company in relation to the nature of their industry and the environment in which the Unit(s) will be operating. The Customer will be responsible for the make good of damage to the Unit(s) beyond normal wear and tear including but limited to damage to the finish of the Unit(s). Any changes to the environment in which the Unit(s) will be deployed are to be immediately advised to the Company in writing and written consent of the Company obtained by the Customer prior to the Customer changing the environment.

### 4. RISK:

- (a) Risk in the Unit(s) will lie with the Customer during the Hire Period:
- (b) The Customer indemnifies the Company from all liabilities, claims, damages, actions, costs and expenses which may be incurred by Bingo as a result of or arising out of:
  - (i) any breach by the Customer of any of the terms, warranties, covenants or conditions contained in this Agreement;
  - (ii) any loss or damage, or theft or destruction, to Bingo's property or Unit(s) caused as a result of an act or omission of the Customer;
  - (iii) any claims from third parties arising from the Customer's use of the Unit(s),although the Customer's liability to indemnify Bingo is reduced proportionally to the extent that an act or omission of Bingo caused or contributed to the claim, damage, loss, liability, cost or expense.

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### 5. Liability

To the maximum extent permitted by law:

- (a) The Company will not be liable to the Customer (whether in contract, statute, tort (including negligence) or otherwise) for any consequential loss (including loss of use, opportunity, profit or anticipated profit, revenue or anticipated revenue, investment return, interruption to the business, business opportunities and damage to goodwill, reputation or share price or failure to realise anticipated savings (whether the loss is direct or indirect)), or loss caused by (or to the extent contributed to by) the Customer or people associated with the Customer such as employees, contractors or the Customer's clients.
- (b) any warranty, guarantee, condition, representation, undertaking or other right that would be implied in or otherwise required in connection with the Agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law;
- (c) notwithstanding the other provisions of this clause, the Company does not exclude, restrict or modify any warranty, guarantee, condition, representation, undertaking or other right under any statute (including the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of the Agreement to be void (**Non-excludable Condition**);
- (d) the maximum aggregate liability of the Customer for all proven losses, damages and claims arising out of the Agreement including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of the amounts paid by the Customer to the Company under the Agreement;
- (e) the liability of the Company (if any) to the Customer for a breach of any Non-excludable Condition will be limited at the Company's option, to either:
  - (i) the Company re-supplying the Services; or
  - (ii) the Company paying the Customer the cost of the Services being supplied again to the Customer.

### 6. WARRANTY:

All warranties representations, promises, conditions or statements regarding the Unit(s) whether expressed or implied without limiting the generality of the foregoing warranties or conditions as to the suitability or fitness of the Unit(s) for any particular purpose are expressly excluded to the full extent permitted by law.

### 7. MAINTENANCE:

- (a) The Customer shall not permit anyone other than his own authorised agent to carry out any repairs, maintenance or adjustments to the Unit(s)
- (b) The Customer agrees to keep the Unit(s) in good repair and to carry out all daily operational checks as instructed by the Company, including checks of Oil, Water, and Battery levels.
- (c) The regular maintenance and repair of the equipment is subject to the negotiated type of hire, those being but not limited to:
  - (i) Company fully maintained hire.
  - (ii) Customer fully maintained hire
  - (iii) Shared maintenance: Customer supplied labour, lubricants and consumables; Company supplied replacement components.The agreed type of hire will dictate the maintenance required to be carried out to the company's equipment.
- (d) Tyre usage is not a standard inclusion under maintenance costs. If tyres are required inclusions in agreement, it will be agreed between the parties.
- (e) The Customer will allow the authorised representative of the Company to enter upon any premises on which the Unit(s) is located for the purpose of inspecting and testing the Unit(s).
- (f) If the Unit(s) is to be maintained by the company, the Customer must make the Unit(s) available for service and repair during normal working hours, or pay an additional charge if the Company is required to service or repair the machine outside normal working hours.

### 8. ALTERATIONS, ATTACHMENTS or DEFACEMENT:

- (a) The Customer will make no alterations or additions to the Unit(s) without the written authorisation of the Company. Any additions made to the Unit(s) whether by replacement, substitution or otherwise shall form part of the equipment and shall be subject to the hire Agreement.
- (b) The Customer will not obscure or deface the Unit(s) or remove or cover any identifying mark label or devise on the Unit(s), without the prior written consent of the Company.

### 9. CHANGE OF LOCATION:

The Customer will seek in writing permission to relocate the Unit(s) to any alternative location other than the one listed on the Agreement. Cost incurred by this movement will be at the Customer's account.

### 10. PROPERTY IN THE UNIT(S):

No right, property or interest in the units shall pass to Customer which shall be a bailee thereof only. The Customer will not purport or attempt to sell dispose of charge or encumber the Unit(s) or to assign its rights under this Agreement.

### 11. RETURN OF THE UNIT(S):

- (a) It is the Customer's responsibility to notify the Company of the completion of the hire term.
- (b) Hire shall continue to be charged after the term until notification is received or until the date the Unit(s) are back in the possession of the Company.
- (c) The Customer shall make the Unit(s) available for collection from the original delivery point.
- (d) If the Customer fails to make the Unit(s) available the Company has the right to enter any premises at any time without notice to the Customer on which it reasonably suspects the Unit(s) to be and to take possession of the Unit(s).