



**RENTAL COMPANY
OF THE YEAR**

Cash Customer Application and Master Hire Terms and Conditions

'Prime Quality' - 'Prime Service' - 'Prime Rentals'

www.primerentals.com.au

Head Office – 4 George Mamalis Place Gladstone QLD 4680

Phone: 07 4976 8100 □ Fax: 07 4972 7355 □ Email: admin@primerentals.com.au

Gladstone · Yarwun · Mackay · Emerald · Roma · Moranbah · Brisbane · Bowen · Blackwater · Wandoan

Part 1

Cash Customer Application Account

Customer Application - Cash Account

Use this form to apply for an Account with Prime Rentals.	Prime Rentals Pty Ltd ACN 150 044 714 (Prime Rentals) HEAD OFFICE: PO Box 1651, Gladstone, QLD, 4680 Phone: (07) 4976 8110 Fax: (07) 4972 7355 ABN: 44 150 044 714
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REGION OF EQUIPMENT USE										
Region of equipment use	<input type="checkbox"/> Brisbane	<input type="checkbox"/> Emerald	<input type="checkbox"/> Gladstone	<input type="checkbox"/> Mackay	<input type="checkbox"/> Roma	<input type="checkbox"/> Moranbah	<input type="checkbox"/> Bowen	<input type="checkbox"/> Blackwater	<input type="checkbox"/> Rockhampton	<input type="checkbox"/> Wandoan

BRISBANE:	PO BOX 541, MOOROOKA QLD 4015	Phone: (07) 3216 7653	Fax: (07) 3255 6592
EMERALD:	PO BOX 2835, EMERALD QLD 4720	Phone: (07) 4987 7436	Fax: (07) 4982 1346
MACKAY:	PO BOX 5696, MACKAY QLD 4741	Phone: (07) 4952 5378	Fax: (07) 4952 3992
GLADSTONE:	PO BOX 1651, GLADSTONE QLD 4680	Phone: (07) 4976 8100	Fax: (07) 4972 7466
ROMA:	PO BOX 1544, ROMA QLD 4455	Phone: (07) 4622 1832	Fax: (07) 4922 8706
MORANBAH:	8 Long Pocket Road, MORANBAH QLD 4744	Phone: 0400 737 801	
BOWEN:	18 Hermans Road, BOWEN QLD 4805	Phone: 0408 737 601	
BLACKWATER:	10 Littlefield Street, BLACKWATER QLD 4717	Phone: (07) 4986 8701	
WANDOAN:	15 Zupp Road, WANDOAN QLD 4419	Phone: 0418 873 537	
ROCKHAMPTON:	22 Power Street, KAWANA QLD 4701	Phone: 0417 453 595	

CLIENT COMPANY DETAILS			
Business Structure (Please Tick)	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Trust
Legal entity name and ACN/ABN <small>(Full name(s) of individual(s) or company)</small>	Name:	ACN/ABN:	
If a Trust, the legal entity name and ACN/ABN of the trustee <small>(Full name(s) of trustee(s) or trustee company)</small>	Name:	ACN/ABN:	
If a Trust, the ABN allocated to the Trust	ABN:		
Registered Business Name			
Trading Name			
Business Address			Post code
Postal Address			Post code
Phone Number		Fax number	
Contact Email Address			
Type of Business			
Number of Years Trading			
Date of Registration			
Affiliated or Parent Companies			

ACCOUNTS PAYABLE CONTACT (Complete if applying for 30 Day Credit Account)

Name of Accounts Payable Contact			
Preferred statement and invoice delivery	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Post
Accounts Payable Phone #		Accounts Fax#	
Accounts Payable Email Address			
Estimated Monthly Credit Limit	\$		

Full name(s) and address(es) of each director or proprietors (if legal entity is an individual or a partnership):

1. Full Name		Phone	
Address		Post code	
2. Full Name		Phone	
Address		Post code	
3. Full Name		Phone	
Address		Post code	
4. Full Name		Phone	
Address		Post code	

CREDIT REFERENCES OF MAJOR SUPPLIERS (Please complete in full)

Name	Email	Phone	Fax

DAMAGE WAIVER

Either 'Equipment Insurance' OR a 12% 'Damage Waiver Fee' is required for all hire items.

Do I pay the Damage Waiver of 12%:

No – I have Insurance:

To be eligible to avoid the 12% 'Damage Waiver Fee' your insurance policy "**Certificate of Insurance**" is required to be provided to Prime Rentals listing Prime Rentals as a named insured.

The property damage coverage required is to be \$400,000 per item of Plant, with a Public Liability insurance of \$20,000,000.

We request the Certificate of Insurance be sent to Prime Rentals Head Office as an attachment or email to: admin@primerentals.com.au

Yes – I do not have insurance and will pay the 'Damage Waiver':

If a 'Certificate of Currency' cannot be supplied, a fee of 12% will be added to the hire payment as per the 'Master Hire Agreement Terms & Conditions' and the Hirer must pay an amount of Prime Rental's insurance excess up to \$5,000 in the event of any damage to the Plant or damage to any third party property (other than property owned by the Hirer) as per the 'Master Hire Agreement Terms & Conditions'.

APPLICATION OF MASTER HIRE TERMS AND CONDITIONS

- 1 The individuals and companies listed in this Application Form (**Hirer(s)**) and, if applicable, their directors (**we, us and our**), jointly and severally acknowledge and agree if Prime Rentals Pty Ltd ACN 150 044 714 (**Owner**) approves our application then, unless the Owner notifies us otherwise, the terms on which that hire of plant and equipment and credit (if applicable) is given will be as set out in the Owner's then current Master Hire Terms & Conditions (**Master Terms and Conditions**). The Master Terms and Conditions are **attached**.
- 2 From time to time, the Hirer(s) may place orders (either verbally or in writing, including by email) with the Owner for the hire of plant from the Owner subject to the Master Terms and Conditions.
- 3 By signing this document the Hirer(s):
 - (a) applies for a customer account with the Supplier; and
 - (b) agrees to the Master Terms and Conditions; and
 - (c) acknowledge and agree that each hire forms part of the Master Terms and Conditions and is subject to the conditions contained therein and do not form a separate agreement or transaction.

Privacy Collection Statement

Prime Rentals Pty Ltd and our related companies (**we, us or our**) may collect, use and disclose personal information about you. We collect personal information directly from you and may also collect personal information passively through our website.

We collect your personal information to facilitate our internal business purposes, to provide services and products to you, for marketing purposes and to comply with legal and regulatory requirements. If the personal information you provide is incomplete or inaccurate, we may not be able to provide you with the products or services you seek.

We may disclose personal information about you to our related entities and affiliated organisations and third party service providers who assist us in operating our business. We are not likely to disclose your personal information overseas.

Our Privacy Policy (available on our website or on request) sets out how you can access and ask for correction of your personal information, how you can complain about privacy-related matters and how we respond to complaints.

Contact details: Privacy Officer, 4 George Mamalis Place, Gladstone, QLD, 4680, email address: admin@primerentals.com.au, telephone: (07) 49768 110, facsimile: (07) 49727 355.

PRIME RENTALS HIRE & RENTAL INDUSTRY ASSOCIATION LTD (HRIA)

10 operational site locations across QLD!

Now operating in ROCKHAMPTON

Locations: BOWEN, MORANBAH, EMERALD, BLACKWATER, ROMA, BRISBANE, MACKAY, ROCKHAMPTON, GLADSTONE HEAD OFFICE, WANDOAN.

Blackwater	Bowen	Brisbane	Emerald	Gladstone	Mackay	Moranbah	Rockhampton	Roma	Wandoan
4986 8701	0408 737 601	3216 7653	49874 000	49768 100	49525 378	0400 737 801	0417 453 595	4622 1832	0418 873 537

Part 2

Master Hire Terms and Conditions

MASTER HIRE AGREEMENT TERMS & CONDITIONS

Prime Rentals Pty Ltd ACN 150 044 714 ABN 44 150 044 714 trading as Prime Rentals
4 George Mamalis Place, Gladstone, Queensland 4680

Background

- A The Hirer wishes to place orders to hire Plant from the Owner from time to time.
- B The Owner may agree to hire the Plant to the Hirer on these terms and conditions.
- C This Master Hire Agreement sets out the terms and conditions that will govern the relationship between the Owner and the Hirer for the hire of Plant by the Hirer from the Owner.

Agreed terms

1 Definitions

In this agreement:

Authorisation	means:
	(a) an approval, authorisation, consent, declaration, exemption, notarisisation, licence, quota, permit or waiver, however described, and any condition attaching to it;
	(b) in the context of anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment.
Bankruptcy Act	means <i>Bankruptcy Act 1966</i> (Cth).
Business Day	means a day that is not a Saturday, Sunday or public holiday in Queensland.
Commencement Date	means the date on which the Plant is dispatched from the Owner's Location as set out in the Hire Order.
Consumables	means all materials or other items which are consumed in the normal operation of the Plant, including fuel and oils.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Daily Rate	means the daily rate payable by the Hirer in respect of the hire of the Plant as set out in the Hire Order (as applicable).
Damage Waiver	means an additional 12% on the Hire Payment payable by the Hirer to the Owner.
Fair Wear and Tear	means the normal wear associated with the proper use of the Plant, provided the Plant has been operated in accordance with the OEM's recommendations.
General Conditions	means these terms and conditions.
Government Agency	means:
	(a) a government or government department or other body;
	(b) a government, semi-governmental or judicial person; or
	(c) a person (whether autonomous or not) who is charged with the administration of a law.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).

Hire Order means the document issued by the Owner to the Hirer in respect of each hire of Plant setting out the details of the hire, including:

- (a) the particulars of the Plant to be hired by the Hirer from the Owner;
- (b) the Commencement Date;
- (c) the Return Date;
- (d) the Site;
- (e) the Owner's Location; and
- (f) the Daily Rate, Weekly Rate or Monthly Rate (as applicable),

in such form as the Owner may determine from time to time.

Hirer means the person listed as the 'Hirer' in the Schedule who is hiring the Plant and its successors and assigns and where the context requires includes any contractor, subcontractor, employee and agent of the Hirer.

Hire Payment means the amount calculated for the Hire Period by applying the Daily Rate, Weekly Rate or Monthly Rate (as applicable) as set out in the Hire Order in respect of the hire of the Plant during the Hire Period.

Hire Period has the meaning set out in clause 4.

Insolvency Event means any of the following events concerning a party:

- (a) if an administrator, liquidator, receiver, receiver and manager or other controller (as defined in the Corporations Act) is appointed to, or over, any of the property or undertaking of the party;
- (b) if the party becomes bankrupt;
- (c) if a controlling trustee is appointed to, or over, any of the property or undertaking of the party;
- (d) the party or the party's property or undertaking becomes subject to a personal insolvency arrangement under part X Bankruptcy Act or a debt agreement under part IX Bankruptcy Act;
- (e) if the party is unable to pay its debts when they become due and payable;
- (f) if the party ceases to carry on business; or
- (g) if any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition.

Legislation means all legislation relevant to the operation of the Plant at the Site.

Master Hire Agreement has the meaning given to that term in clause 2.1.

Monthly Rate means the monthly rate payable by the Hirer in respect of the hire of the Plant as set out in the Hire Order (as applicable).

OEM means the original equipment manufacturer.

Operating Manual means the manual created by the OEM of the Plant for the proper operation and maintenance of the Plant.

Owner means Prime Rentals Pty Ltd ACN 150 044 714

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Prime Rentals Pty Ltd ACN 150 044 714 ABN 44 150 044 714 trading as Prime Rentals
4 George Mamalis Place, Gladstone, Queensland 4680

	ABN 44 150 044 714 trading as Prime Rentals.
Owner's Location	means the location set out in the Hire Order (or such other location as nominated by the Owner) from which the Plant will be dispatched and to which the Plant will be returned at the end of the Hire Period.
Plant	means any item of plant, equipment, goods or accessories supplied by the Owner to the Hirer, as set out in the Hire Order.
Return Date	means the date on which the Plant is to be returned to the Owner's Location as set out in the Hire Order and the off hire form is signed, or an off hire number is acquired (or such other date as agreed in writing between the parties).
Sale Rate	means the rate applied in respect of the sale of certain Consumables or other accessories or items pertaining to the Plant to the Customer as specified by the Owner from time to time (as applicable).
Site	means the Site set out in the Hire Order or such other location approved by the Owner to which the Plant will be delivered.
Supplier	means the entity making the Supply.
Transport Costs	means the cost of transporting each item of the Plant from the Owner's Location to the Site and from the Site to the Owner's Location and includes any transit insurance.
Weekly Rate	means the weekly rate payable by the Hirer in respect of the hire of the Plant as set out in the Hire Order (as applicable).

2 Evidence of Master Hire Agreement

- 2.1 The agreement between the Hirer and the Owner is comprised of the following documents, which, in case of any ambiguity or inconsistency, shall be interpreted in the following order of precedence:
- (a) these General Conditions;
 - (b) any Hire Order; and
 - (c) any other documents expressly referred to in this document or in any Hire Order,
- (collectively the **Master Hire Agreement**).
- 2.2 From time to time, the Hirer may place orders (either verbally or in writing, including by email) with the Owner for the hire of the Plant, subject to the terms of this Master Hire Agreement.
- 2.3 Each hire will be authorised through the issue of a Hire Order by the Owner. Nothing in this Master Hire Agreement requires the Owner to issue a Hire Order and, until a Hire Order is issued by the Owner, the Owner is not required to hire any Plant to the Hirer.
- 2.4 If the Hirer's terms and conditions are supplied to the Owner (including as attached to a purchase order, invoice, quotation or other document), those terms and conditions shall have no validity and will not constitute part of the Master Hire Agreement (even if any representative of the Hirer signs those terms or conditions or annexes the terms and conditions to an invoice or other document). Any hire of Plant by the Owner to the Hirer will be subject to the Master Hire Agreement.

3 Hire of Plant

- 3.1 The Hirer will hire the Plant from the Owner during the Hire Period on the terms of this Master Hire Agreement.

- 3.2 The Hirer must:
- (a) obtain all Authorisations relevant to the use of, or necessary to use, the Plant;
 - (b) use the Plant in a skilful, proper and safe manner only for the purpose and within the capacity for which it is designed;
 - (c) ensure that the Plant is operated by a suitably qualified and certified operator who must at all times comply with all applicable Legislation;
 - (d) no less than daily and before operating the Plant, inspect and read all oil dipsticks, levels and or gauges and at all times inspect the Plant and read all instructions and manuals pertaining to the Plant before operating it;
 - (e) store the Plant safely and securely when not in use;
 - (f) at its own expense, clean, fuel, lubricate and keep the Plant in good condition in accordance with any operating manual or instructions received from the Owner;
 - (g) keep the Plant in a clean and presentable condition throughout the Hire Period;
 - (h) comply with any Legislation relevant or applicable to the Plant and its use, including the *Workplace Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulations 2011* (Qld) and ensure all safety information supplied with the Plant is displayed and followed at all times; and
 - (i) ensure all platforms are clear of any loose objects before equipment is transported.

3.3 At the commencement of the Hire Period, the Owner will:

- (a) provide and if necessary install the Consumables required for the correct operation of the Plant; and
- (b) give the Hirer instructions and training in the use and fitting of all Consumables required for the correct operation of the Plant and the Hirer must comply with those instructions.

3.4 Subject to clauses 3.5 and 3.6, following the Commencement Date the Hirer will be responsible for supplying and installing all Consumables required for use with the Plant during the Hire Period.

3.5 The Owner may from time to time, at its election, sell certain Consumables or other accessories or items pertaining to the Plant to the Customer at the Sale Rate on such terms and conditions as the Owner may determine from time to time.

3.6 If the Owner sells Consumables to the Customer then:

- (a) the Consumables (or other accessories or items pertaining to the Plant) must only be used by the Customer for the Plant and must not be on-sold or wasted;
- (b) subject to clause 8.3, the Owner does not make any representations about the quality or fitness for purpose of those Consumables (or other accessories or items pertaining to the Plant);
- (c) risk in the Consumables (or other accessories or items pertaining to the Plant) passes from the Owner to the Customer at the time that they are delivered to the Customer;
- (d) all conditions and warranties implied by legislation are excluded to the extent permitted; and

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- (e) subject to clause 8.3, the Owner is not liable for any failure to ensure continuity of supply of Consumables or other accessories or items pertaining to the Plant.
- 3.7 If the Plant is lost, stolen, damaged, involved in any accident, or breaks down, the Hirer must immediately notify the Owner.
- 3.8 If the Plant breaks down or becomes unsafe to use, the Hirer must:
- (a) immediately stop using the Plant;
 - (b) take all steps necessary to prevent the Plant from sustaining any further damage;
 - (c) take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition or further use of the Plant; and
 - (d) not repair or attempt to repair the Plant without the prior written consent of the Owner.
- 3.9 In addition to any other remedies that the Owner may have, if the Plant breaks down due to the Hirer's negligence, is involved in any accident or is lost, stolen or damaged, the Hirer will pay to the Owner the following amounts:
- (a) any costs or expenses incurred by the Owner in locating, recovering, repairing or replacing the Plant (whether carried out by the Owner or a third party);
 - (b) all Hire Payments for the Plant until the Plant is located, recovered, repaired or replaced; and
 - (c) any other costs incurred by the Owner as a result of the damage to or loss of the Plant.
- 3.10 All repair costs, clean-up, repainting, replacement of manufacturers decals and lost rental revenue while the process of restoring the unit to the rental ready status due to overspray, spillage, abrasive contaminants, hazardous substances or other such items which have affected the cosmetic refurbishing will be payable by the Hirer.
- 3.11 The Hirer will be responsible for and indemnify the Owner for all accessories pertaining to the Plant lost or misplaced by the Hirer, its servants or agents, and must replace any lost or misplaced accessories with new accessories.
- 3.12 The Hirer has no right, title, property or interest in the Plant except as bailee and must not sublet, transfer, dispose of or otherwise deal with any rights or interest in the Plant.
- 3.13 The Hirer will bear the risk of loss, damage to or destruction of the Plant from the Commencement Date until the Return Date, except to the extent such loss, damage or destruction is caused by the Owner.

4 Hire period

- 4.1 The Hire Period commences on the Commencement Date and ends on the Return Date, unless terminated earlier in accordance with this Master Hire Agreement.
- 4.2 If the Plant is not returned by 7:00am on the day following the Return Date, the Plant is deemed to be re-hired for a period of one day or if the Plant is stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept the Plant has been stolen or damaged beyond repair.

5 Maintenance and inspections

- 5.1 The Hirer must conduct a pre-start inspection of the Plant prior to it being used at the Site. The purpose of the inspection is to identify the condition of the Plant prior to its use by the Hirer.
- 5.2 The Hirer must record the condition of the Plant in writing following the inspection carried out under clause 5.1 and provide a

copy to the Owner within 5 Business Days of the inspection taking place.

- 5.3 Unless otherwise specified in the Hire Order, the Owner is responsible for maintaining the Plant during the Hire Period at its cost in accordance with the Operating Manual.
- 5.4 Where the Owner is responsible for maintaining the Plant during the Hire Period in accordance with clause 5.3, the Plant is to be made available during ordinary business hours unless otherwise agreed by the parties.
- 5.5 The Hirer authorises the Owner (and any person authorised by the Owner) to enter the Site for the purposes of maintaining the Plant.
- 5.6 The Owner may, at its own expense, carry out routine inspections of the Plant during the Hire Period to:
- (a) ensure that the Plant is being operated in accordance with the terms of this document; and
 - (b) determine whether maintenance of the Plant is required,
- and the Hirer authorises the Owner (and any person authorised by the Owner) to enter the Site provided the Owner gives the Hirer a minimum of 24 hours' notice of the inspection.

6 Payment

- 6.1 The Hirer must pay to the Owner the Hire Payment in accordance with this clause.
- 6.2 In addition to the Hire Payment, the Hirer must pay the following amounts to the Owner:
- (a) the Damage Waiver, if the Hirer elects to purchase the Damage Waiver in accordance with clause 11.1(b);
 - (b) the Environment levy of 1% of total invoice;
 - (c) any cleaning costs incurred by the Owner in relation to the Plant;
 - (d) any tax, duty, levy, charge or other expense paid or payable by the Owner to any authority in respect of the use of the Plant;
 - (e) any other costs or expenses which the Hirer is required to pay the Owner under this Master Hire Agreement; and
 - (f) any expenses incurred by the Owner as a result of a breach by the Hirer of this Master Hire Agreement.
- 6.3 The Owner will, in its discretion, invoice the Hirer:
- (a) on the last day of the month of the Commencement Date and monthly thereafter; or
 - (b) on the Return Date,

for the Hire Payment and any additional amounts owing under clause 6.2.

- 6.4 The Hirer must pay the Owner the full amount of any invoice, no later than 30 days after the date of the invoice.
- 6.5 If the invoice is not paid within the timeframe in clause 6.4, interest at a rate of 2.5% per month will be payable on the overdue amount.

7 Delivery and return of Plant

- 7.1 The Owner will make the Plant available to the Hirer at the Owner's Location or if requested, deliver the Plant to the Site, in which case the Hirer will pay all Transport Costs.

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- 7.2 The Hirer will arrange for transportation of the Plant from the Site to the Owner's Location by the Return Date and the Hirer must pay the Transport Costs of returning the Plant.
- 7.3 The Hirer must ensure that the Plant is clean at the Return Date. If, in the Owner's reasonable opinion, the Plant is not returned in the same state of cleanliness as it was in on the Commencement Date, the Owner may have the plant cleaned and the Hirer must reimburse the Owner for all costs and expenses incurred in cleaning the Plant.
- 7.4 The Hirer must pay for refilling of all fuels and oils upon return of the Plant to the Owner and return all Plant, tools, accessories, electric cords, welding cable, hand pieces, hoses, steels, blades, fuel tanks, drill bits, harnesses and similar type items in good condition.
- 7.5 No later than 14 days after the Return Date, the Owner will arrange for a detailed inspection of the Plant, including removing any items that the Owner suspects of being damaged.
- 7.6 No later than 14 days after the inspection under clause 7.5, the Owner will prepare a quotation listing the damage and the labour and material costs associated with the repair and must supply the Hirer with a copy of the quotation.
- 7.7 The Hirer must pay the costs for the repair of the Plant, other than for damage resulting from Fair Wear and Tear.
- 8 No warranty**
- 8.1 To the extent permitted by law and except as otherwise expressly provided for in this document, the Owner is not bound by or subject to any condition, guarantee, warranty or obligation nor incurs any liability of any kind (including liability for negligence) in connection with this document or in connection with or in any way related to the Plant.
- 8.2 Clause 8.1 does not exclude, restrict or modify the operation of any condition, guarantee, warranty, term, obligation or liability imposed under or by virtue of any applicable statute, statutory rule or regulation to the extent that such condition, guarantee, warranty, term, obligation or liability cannot lawfully be excluded, restricted or modified.
- 8.3 If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any Plant supplied by the Owner in connection with this document and the Owner's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 8.1, 9.1, 9.2, 10.2 and 10.3 do not apply to that liability and instead the Owner's liability for such failure is limited to the Owner replacing the Plant or supplying equivalent equipment or repairing the Plant.
- 9 Hirer's acknowledgments**
- 9.1 Subject to clause 8.3, the Hirer acknowledges that, in respect of each Hire Order, it has satisfied itself that the Plant is suitable for its purposes and that it has not relied upon any express or implied warranty or representation from the Owner concerning the Plant.
- 9.2 The Hirer warrants that at the Commencement Date and throughout the Hire Period, its use of the Plant complies with all applicable Legislation.
- 9.3 The Hirer warrants that at the Commencement Date no Insolvency Event has occurred with respect to the Hirer.
- 10 Indemnity**
- 10.1 The Hirer will indemnify the Owner from and against all actions, suits, claims, demands, proceedings, losses, liabilities, damages, costs, charges and expenses incurred by the Owner as a result of:
- (a) any breach of this Master Hire Agreement by the Hirer or the Hirer's employees, agents, consultants and contractors; or
- (b) any act, error or omission of the Hirer or of its employees, agents or contractors, in relation to the obligations of the Hirer under this document in respect to the:
- (i) loss, destruction or damage to real or personal property of any persons including the Owner; and
- (ii) injury to, illness or death of persons,
- except to the extent that such actions, suits, demands, proceedings, losses, liabilities, damages, costs, charges, expenses or claims were contributed to or caused by the Owner.
- 10.2 In no circumstances will the Owner or its officers, employees or agents be liable to the Hirer for any indirect, special, incidental or consequential losses or damages, loss of revenue, loss of profits, labour costs, capital costs, loss of business reputation whether or not such liability arises out of contract, tort (including negligence) or any other cause of action at law or equity which may be sustained by the Hirer, its officers, employees or agents.
- 10.3 In no event will the Owner be liable for any loss or damage, which the Hirer suffers as a result of a breach by the Owner of this Master Hire Agreement, including, but not limited to, loss of profits or revenue, the costs arising from the loss of the use of the Plant and the cost of any of the substitute Plant the Hirer requires.
- 10.4 The Hirer is always liable for:
- (a) the cost of rectifying any tyre damage not attributed to Fair Wear and Tear; and
- (b) subject to clause 11.5, any insurance excess if there is damage to or loss of the Plant.
- 11 Insurance and Damage Waiver**
- 11.1 The Hirer can elect to:
- (a) insure the Plant itself by effecting its own plant liability insurance with a reputable insurer of not less than \$20,000,000 for comprehensive Plant coverage at \$400,000 per machine; or
- (b) purchase the Damage Waiver to receive the benefit of the Owner's insurance in accordance with the terms set out in this clause.
- 11.2 If the Hirer elects to insure the Plant the Hirer must take out the following insurances:
- (a) property damage coverage for the Plant for an amount of \$400,000 per item of Plant; and
- (b) liability coverage in respect of the use of the Plant for an amount not less than \$20,000,000 per claim unlimited in the number of claims.
- 11.3 The insurances required by clause 11.2 must:
- (a) name the Owner as a joint insured; and
- (b) include cross liability and waiver of subrogation clauses.
- 11.4 The Hirer must deliver to the Owner copies of the certificates of insurance in respect of the insurances.
- 11.5 If the Hirer purchases the Damage Waiver the Hirer will receive the benefit of the Owner's insurance with its insurer in respect of damage to the Plant or damage to any third party property (other than property owned by the Hirer) and, subject to clause 11.8,

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shall be released from liability for damage to the Plant provided the Hirer:

- (a) has paid the Damage Waiver (regardless of who is at fault);
- (b) pays an amount of the Owner's:
 - (i) insurance excess; and
 - (ii) without limiting clauses 3, 6, 7, 10.1, 10.4(a), 11.7 or 11.8, losses, damages, costs (including mobilization and administration costs), expenses and liabilities, however arising, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable, and includes loss of profit or expected profit, and diminution in value, up to \$5,000 in the event of any damage to the Plant or damage to any third party property (other than property owned by the Hirer);
- (c) is not in breach of this Master Hire Agreement and has not caused any other person to have acted in a manner which is in contravention of this Master Hire Agreement;
- (d) is not covered under any other policy of insurance; and
- (e) has provided such information and assistance as may be requested by the Owner's insurer.

11.6 If the Damage Waiver is paid and cover is provided, subject to the payment of the excess referred to in clause 11.5(b), the Hirer authorises the Owner's insurer, at its sole discretion, to defend or settle any legal proceedings. The Owner's insurer shall have the sole conduct of any proceedings.

11.7 Regardless of whether cover is provided, the Hirer will remain responsible for the cost of demurrage for the period the Plant is unavailable due to repairs.

11.8 Notwithstanding clause 11.5, the Hirer is responsible to pay for all damage caused to the Plant or third party property even if it has paid the Damage Waiver for:

- (a) damage caused by willful acts or gross neglect or omission of the Hirer;
- (b) damage caused maliciously or intentionally;
- (c) damage occurring while the Plant is in the possession of any person other than the authorised Hirer;
- (d) damage occurring to tools and accessories supplied with the Plant;
- (e) damage resulting from lack of lubrication or other normal maintenance for which the Hirer is responsible;
- (f) tyre damage other than Fair Wear and Tear;
- (g) damage to tools, accessories, electric cords, welding cable, hand pieces, hoses, steels, blades, fuel tanks, drill bits and similar type items;
- (h) damage to motor or devices by underloading or overloading or artificial electric current including use of underrated or excessive length of extension leads on electrical powered tools and machines;
- (i) loss, theft or disappearance of the Plant;
- (j) all repair cost, clean-up, repainting, replacement of manufacturers decals and lost rental revenue while the process of restoring the Plant to the rental ready status

due to overspray, spillage, abrasive contaminants, hazardous substances or other such items;

- (k) loss or damage whilst being loaded, unloaded, transported over land, water, wharves, bridges or vessels of any kind;
- (l) loss or damage caused by the misuse, abuse, overloading of the equipment or components thereof.

12 Termination

12.1 The Owner may at any time terminate this document or any Hire Order by notice to the Hirer in the following circumstances:

- (a) the Hirer commits a breach of this Master Hire Agreement and is unable or unwilling to remedy such breach within 14 days of receiving from the Owner a written notice of the breach that specifies the nature of the breach;
- (b) the Hirer suffers an Insolvency Event; or
- (c) the Hirer defaults in any payment due under this document.

12.2 Upon termination, the Owner:

- (a) will be entitled to take possession of the Plant; and
- (b) will be discharged and released from any action, suits, claims or demands by the Hirer in accordance with this document.

12.3 Except as provided in clause 12.2, termination will not affect or prejudice any rights or liabilities of the parties that accrued prior to termination.

13 Dispute resolution

Any dispute or difference whatsoever arising out of or in connection with this document must be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

14 PPSA

14.1 For the purposes of this clause:

- (a) the following words have the meaning given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**): Accession, Commingled, Financing Statement, Fixture, Personal Property, Proceeds, Purchase Money Security Interest, Security Interest, Serial Number and Verification Statement;
- (b) 'PPSA Information' means any information or documents (including copies of such documents), which are in existence or may be entered into in the future, of the kind mentioned in section 275(1) PPSA; and
- (c) 'Hired Equipment' means any Plant, goods or equipment hired by the Hirer from the Owner under the terms of this Master Hire Agreement.

14.2 The parties acknowledge that the supply of the Hired Equipment under this Master Hire Agreement constitutes a Security Interest (which may be a Purchase Money Security Interest) in the Hired Equipment (and any Proceeds in relation to the Equipment) in favour of the Owner.

14.3 The Hirer agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Owner asks and considers necessary for the purposes of:

- (a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;

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4 George Mamalis Place, Gladstone, Queensland 4680

- (b) enabling the Owner to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; and
- (c) enabling the Owner to exercise rights in connection with the Security Interest.
- 14.4 The Owner is not required to give any notice, and the Hirer waives its rights to receive any notice, under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).
- 14.5 The Hirer must notify the Owner as soon as the Hirer becomes aware of any of the following:
- (a) if any Personal Property which does not form part of the Hired Equipment becomes an Accession to the Hired Equipment and is subject to a Security Interest in favour of a third party;
- (b) if any of the Hired Equipment or Owner's Personal Property is located or situated outside Australia or, upon request by the Owner, of the present location or situation of the Hired Equipment; or
- (c) if the Hirer parts with possession of the Hired Equipment.
- 14.6 The Hirer must not without the Owner's prior written consent:
- (a) create any Security Interest or lien over any Personal Property that the Owner has an interest in, including the Hired Equipment (other than Security Interests granted in favour of the Owner);
- (b) sell, lease or dispose of its interest in the Hired Equipment or any Personal Property that the Owner has an interest in;
- (c) give possession of the Hired Equipment to another person except where the Owner expressly authorises it to do so;
- (d) change any Serial Number in respect of any Hired Equipment without first notifying the Owner;
- (e) permit the Hired Equipment to become an Accession to, Commingled with, or a Fixture to any asset or real property that is not part of the Owner's other Personal Property or real property; or
- (f) change its name without first giving the Owner 15 Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.
- 14.7 If the Hirer on-hires Plant (which, for the avoidance of doubt, may only be done with the Owner's prior written consent), the Hirer must do all things necessary and must procure that the on-hiree does anything (including obtaining consents, signing and producing document complete and signed and supplying information) for the purposes of:
- (a) ensuring that the Hirer's Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Hirer to apply for any registration, complete any Financing Statement or give any notification in connection with the Security Interest; and
- (c) enabling the Hirer to exercise rights in connection with the Security Interest.
- 14.8 If the Hirer fails to comply with any obligation under this Master Hire Agreement then without limiting the remedies available to the Owner:
- (a) upon request by the Owner, the Hirer must return the Hired Equipment to the Owner;
- (b) the Hirer authorises the Owner and any person authorised by the Owner to enter premises where the Hired Equipment is located to take possession of the Hired Equipment; and
- (c) the Owner may retain, sell or otherwise dispose of the Hired Equipment.
- 14.9 The Owner agrees to the extent permitted under the PPSA, the Hirer waives its rights:
- (a) to receive notice of removal of an Accession under the PPSA; and
- (b) under Chapter 4 of the PPSA.
- 14.10 Each party agrees to keep the PPSA Information in strict confidence and not disclose that information, except in circumstances required by sections 275(7)(b) or (e) PPSA, provided that where sections 275(7)(b) or (e) require such disclosure, the party that is required to disclose the information gives all available notice to the other party to allow that party to legally challenge the required disclosure and takes all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.
- 14.11 Each party agrees not to authorise the disclosure of any PPSA Information to any third party pursuant to section 275(7)(c) PPSA or request information under section 275(7)(d) PPSA unless the other party to this document explicitly agrees.

15 GST

- 15.1 The consideration for a Supply made under or in connection with this document includes GST.
- 15.2 If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Supplier must give the Recipient a Tax Invoice for the Supply.
- 15.3 Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.
- 15.4 Any terms capitalised in clause 15 and not already defined in clause 1.1 have the same meaning given to those terms in the GST Act.

16 Variations

- 16.1 The Owner may at any time, by written notice to the Hirer, vary any part of the Master Hire Agreement, including, without limitation, by adding additional standard terms and conditions to form part of the Master Hire Agreement.

17 Notice

- 17.1 A notice, consent or communication under this Master Hire Agreement is only effective if it is:
- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given by hand to that person's address, sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address, sent by fax to that person's fax number (provided that the sender receives a transmission confirmation report from the despatching machine indicating the transmission was made without error and showing the relevant number of pages and the correct destination fax number or name of recipient) or sent by email to that person's email address.

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- 17.2 A notice, consent or communication delivered under clause 17.1 is given and received:
- (a) if it is hand delivered or sent by fax or email by 5.00pm (local time in the place of receipt) on a Business Day, on that day; or
 - (b) if it is hand delivered or sent by fax or email after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day, on the next Business Day; and
 - (c) if it is sent by post, three Business Days after posting.
- 17.3 A party's address, fax number and email address are those set out in the Schedule, or as one party may notify the other of a change of such address or fax number in writing.

18 General

- 18.1 The Owner may assign or novate its right, title and interest in this Master Hire Agreement to any third party upon giving the Hirer written notice of its intention to do so. The Hirer must not assign or novate its right, title and interest in this Master Hire Agreement without the prior written consent of the Owner.
- 18.2 This Master Hire Agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- 18.3 The provisions of any other agreements, proposals, correspondence or discussions in relation to the Plant shall not apply, including any terms and conditions arising from prior dealings or that have been provided by the Hirer or any descriptions, specifications, quantities or prices, which are inconsistent, different or additional to those set out in this Master Hire Agreement.
- 18.4 The failure of a party to require full or partial performance of a provision of this Master Hire Agreement does not affect the right of that party to require performance subsequently.
- 18.5 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- 18.6 A right under this Master Hire Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
- 18.7 Queensland law governs this Master Hire Agreement. Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

19 Interpretation

In this Master Hire Agreement except to the extent that the context otherwise requires:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- (d) this document is not to be interpreted against the interests of a party merely because that party proposed this

- document or some provision in it or because that party relies on a provision of this document to protect itself;
- (e) words importing the singular include the plural and vice versa unless the context otherwise requires; and
- (f) clause headings are for convenience of reference only and shall not effect the construction of this Master Hire Agreement.

Schedule – party details	
Owner	Prime Rentals Pty Ltd ACN 150 044 714 ABN 44 150 044 714 trading as Prime Rentals
Head Office Address	4 George Mamalis Place GLADSTONE QLD 4680
Postal Address	P.O. Box 1651 GLADSTONE QLD 4680
Email Address	admin@primerentals.com.au
Telephone	(07) 4976 8100
Fax	(07) 4972 7355
Hirer	As listed in the Customer Account Application Form.

Part 3

Execution

Execution

EXECUTED as an agreement

Signed by
Prime Rentals Pty Ltd ACN 150 044 714 ABN 44 150 044 714
on / /20 by its duly authorised officer in the
presence of:

^ _____	^ _____ Signature of Authorised Officer
^ _____ Signature of witness	^ _____ Full Name of Authorised Officer
^ _____ Name of witness (print)	^ _____ Office Held

By executing this document, the Hirer applies for the Customer Account as set out in this document and agrees to the Master Hire Terms and Conditions:

[#ALTERNATE EXECUTION CLAUSE IF HIRER IS A COMPANY. DELETE IF IT IS NOT APPLICABLE]

Executed by
[#insert company name] ACN [#insert ACN]
on / /20 by:

^ _____ Director	^ _____ Director/Secretary
^ _____ Full name of Director	^ _____ Full name of Director/Secretary

[#ALTERNATE EXECUTION CLAUSE IF HIRER IS AN INDIVIDUAL. DELETE IF IT IS NOT APPLICABLE]

Signed by [#insert name] on / /20 in the presence
of:

^ _____	^ _____ Signature of [#insert name]
^ _____ Signature of witness	
^ _____ Name of witness (print)	

[#ALTERNATE EXECUTION CLAUSE IF HIRER IS A COMPANY IN ITS CAPACITY AS TRUSTEE. DELETE IF IT IS NOT APPLICABLE]

Executed by

[#insert company name] ACN [#insert ACN] as trustee for
[#insert name of trust] on / /20 by:

^ _____
Director

^ _____
Director/Secretary

^ _____
Full name of director

^ _____
Full name of director/secretary

[#ALTERNATE EXECUTION CLAUSE IF HIRER IS AN INDIVIDUAL AS A TRUSTEE. DELETE IF IT IS NOT APPLICABLE]

Signed by [#insert name] as trustee for the [#insert name of
Trust and ABN of Trust if applicable] on / /20 in
the presence of:

^ _____
Signature of [#insert name]

^ _____
Signature of witness

^ _____
Name of witness (print)

[#SIGNED BY EACH INDIVIDUAL (INCLUDING DIRECTORS) LISTED IN THE CREDIT APPLICATION]

Signed by [#insert name] on / /20 in the
presence of:

^ _____
Signature of [#insert name]

^ _____
Signature of witness

^ _____
Name of witness (print)