

Range Machinery Hire (RANGE MACHINERY) agrees to hire Equipment to the Hirer on the terms and conditions set out in this document. The Hirer must complete and sign the Hire Agreement and such other documents as RANGE MACHINERY may require.

RANGE MACHINERY may change these hire terms and conditions from time to time by giving notice of the change to the Hirer. Notice is deemed to be given (whether or not actually received) when RANGE MACHINERY:

1. Sends notice of the amendment to the Hirer at any address (including an email address) supplied by the Hirer;
2. Publishes the amended terms and conditions on its website; or
3. Displays the amended terms and conditions at its premises
- e) Sell, dispose of or encumber or purport to sell, dispose of or encumber the Equipment
- f) Lease, hire, bail or give possession of the Equipment to anyone else;
- g) Exceed the recommend or legal load and capacity limits of the Equipment
- h) Use, carry or store any illegal, prohibited or dangerous goods in or on the Equipment

Definitions:

Agreement means the Agreement between RANGE MACHINERY and the Hirer to hire the Equipment and includes these terms and conditions, the Hire Agreement and any other document or form RANGE MACHINERY may require the Hirer to sign.

Commencement means the date when the Hirer takes possession of the Equipment. **Equipment** means the Equipment hired under this Agreement and includes tools, parts, accessories, keys, fire extinguishers and operating manual.

Hire Agreement means a document RANGE MACHINERY may require the Hirer to sign which includes particulars of the Equipment, the hire period and such other information as RANGE MACHINERY may require **Hire Fees** means the amount payable by the Hirer to hire the Equipment.

Hire Period means the period from commencement until the end of the period shown in the hire Agreement.

Operating Manual means any manufacturer's instructions or manual in respect of the Equipment supplied by RANGE MACHINERY

PPS Act means Personal Property Securities Act 2009 (Cth) and includes amended, replacement and successor legislation

Hirers Acknowledgements

The Hirer acknowledges that:

- a) The Equipment is clean and in good condition and repair (unless otherwise acknowledged by the parties in writing);
- b) The Equipment is supplied full of fuel and lubricants unless otherwise noted;
- c) The Hirer has no right, property or interest in the Equipment other than as a bailee;
- d) The Hirer does not have any right, obligation or option to purchase the Equipment
- e) The Hirer is responsible for any loss or damage to the Equipment

2. Hirer's Obligations The Hirer must:

- a) Satisfy itself that the Equipment is suitable for its purpose at commencement;
- b) Return the Equipment when it is due back;
- c) Return the Equipment clean and in good repair (fair wear and tear excepted)
- d) Operate the Equipment safely and in accordance with the operating manual
- e) Ensure that all persons operating the Equipment are suitably qualified, hold any necessary certificates or licenses and are not affected by drugs or alcohol;
- f) Maintain oil and grease levels in the Equipment in accordance with the operating manual
- g) Maintain regular servicing of the Equipment in accordance with the operating manual
- h) Safely secure all items loaded in or on the Equipment or in on the Hirer's vehicle;
- i) Take out and maintain all insurances reasonably required by RANGE MACHINERY
- j) Notify and provide full details to RANGE MACHINERY of any accident or damage to the

Equipment within 2 business days of the accident or damage occurring

- k) Provide RANGE MACHINERY to collect the Equipment and ensure that the Equipment is stored in a safe and secure location

3. The Hirer must not:

- a) Tamper with, damage or repair the Equipment;
- b) Alter any identifying number or mark on the Equipment;
- c) Lose or part with possession of the Equipment
- d) Assign or purport to assign this Agreement

4. Payments by the Hirer

The Hirer must pay the hire fees as and when due Immediately on request by RANGE MACHINERY, the Hirer must pay: a)

All costs incurred in cleaning the Equipment;

- b) RANGE MACHINERY considers 40 hours to be a working week and any usage above and beyond this prior arrangement may incur an extra cost;
- c) All re-fuelling and re-lubricating costs;
- d) The full cost of repairing any damage to the Equipment including replacement of the Equipment if the damage cannot reasonably be repaired.
- e) Any stamp duty and GST in respect of arising out of this Agreement;
- f) All costs of repairing or replacing tyres (including road service) due to blowouts, bruises, cuts or other cause not due to fair wear and tear.
- g) All costs incurred by RANGE MACHINERY in delivering or recovering possession of the Equipment;
- h) A late payment fee calculated at 5% per month on all amounts owing by the Hirer not paid on the time;
- i) Any expenses and legal costs incurred by RANGE MACHINERY in enforcing this Agreement.

5. Without limiting the liability of RANGE MACHINERY to recover all amounts owing to it, the Hirer authorises RANGE MACHINERY to charge any amounts owing by the Hirer to any credit card provided to RANGE MACHINERY. PPS Act
6. This clause applies to the extent that this Agreement provides for a security interest for the purposes of the PPS Act
7. If RANGE MACHINERY does not have at commencement a PPS Act registration ensuring a perfected, first priority security interest in the Equipment, the Hire Period, (including and extension or the aggregate of consecutive hire periods) may not despite anything else in this document or any Hire Agreement be longer than;
 - a) 90 days in the case of Equipment which may or must be described by serial number in a PPS Act registration; or
 - b) 1 year in any other case
8. RANGE MACHINERY may register its security interest and the other Hirer must do anything (such as obtaining consents and signing documents) which RANGE MACHINERY requires for this purpose
9. The rights of RANGE MACHINERY under this document are in addition to and not in substitution for RANGE MACHINERY's rights under other law (including the PPS Act) and RANGE MACHINERY may choose whether to exercise rights under this document, and/or under such other law, as it sees fit
10. To the extent that Chapter 4 of PPSA applies to any security interest under this Agreement, the following provisions of the PPS Act do not apply and, for the purposes of section 115 of the PPS Act are 'contracted out' of this Agreement in respect of all goods to which that section can be applied; section 95 (to the extent it requires RANGE MACHINERY to give notice to the Hirer); section 96; section 121 (4); section 125; section 130; section 129(2) and 129 (3); section 132 (3) (d); section 132 (4); section 135; section 142 and section 143.
11. The Hirer agrees that in addition to any rights conferred by the PPS Act, RANGE MACHINERY shall, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this

document and the Hirer agrees that RANGE MACHINERY may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

12. The Hirer waives its rights to receive a verification statement in relation to the registration events in respect of commercial property under section 157 of the PPS Act.
13. RANGE MACHINERY & the Hirer agree not to disclose information of the kind that can be requested under section 275 (1) of the PPS Act. The Hirer must do everything necessary on its part to ensure that section 275(6) (a) of the PPS Act continues to apply. The Agreement in this subclause is made solely for the purpose of allowing to RANGE MACHINERY the benefit of the section 275 (6)(a) and RANGE MACHINERY shall not be liable to pay any damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause. **Warranties, Damages and Indemnity**
14. All warranties and conditions are excluded to the full extent permitted by law.
15. To the maximum extent permitted by law, RANGE MACHINERY accepts no responsibility or liability to the Hirer for any loss, damages (including for consequential loss), costs, expenses or any other liability arising in respect of this Agreement or the hiring or the use of the Equipment.
16. The Hirer indemnifies RANGE MACHINERY for all injury and/or damage caused to persons and property in relation to the Equipment and its operation including any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Hirer.

Power of Attorney

17. To assure the performance of its obligations under this Agreement, the Hirer hereby gives RANGE MACHINERY an irrevocable power of attorney to do anything RANGE MACHINERY considers the Hirer should do under this Agreement.

Breach of this Agreement

18. If the Hirer breaches any clause of this Agreement or becomes bankrupt, insolvent or ceases business then RANGE MACHINERY will be entitled to:
 - Terminate this Agreement; and/or
 - Sue for recovery of all monies owing by the Hirer; and/or
 - Repossess the Equipment (and the Hirer authorises RANGE MACHINERY to enter any premises where the Equipment is located to do so).
19. The Hirer indemnifies RANGE MACHINERY in respect of any breach by the Hirer of any clause of this Agreement.

General

20. No provision of this Agreement merges after completion or termination of this Agreement
21. This Agreement is governed by the laws of Queensland and the parties submit to nonexclusive jurisdiction of the courts and tribunals of Queensland and the Federal Court of Australia. **Damage Waiver**
22. The Customer understands and accepts that an additional Damage Waiver Amount will automatically be charged in addition to the Hire Fee unless:
 - (a) The customer has elected not to pay the Damage Waiver Amount and has provided copies of current insurance policies which insure the Equipment during the Hire Period for its full replacement or reinstatement cost and note RANGE MACHINERY interest.
 - (b) Upon RANGE MACHINERY receiving written acknowledgement in the form of the Customer's signature on the Theft & Damage Waiver form that the Damage Waiver for the Equipment is not

required and that the Customer accepts the full replacement or reinstatement costs (whichever applicable) for any loss, theft or damage to RANGE MACHINERY'S Equipment based on the then current purchase price of the Equipment.

23. Where the Damage Waiver Amount has been charged to the Customer, RANGE MACHINERY agrees to waive its right to claim for loss and damage to the Equipment caused by fire, storm, collision, accident, theft or burglary, provided that the Customer has paid the Damage Waiver Excess, promptly submitted to RANGE MACHINERY a written police report (where necessary) and adequate precautions had been taken to protect the Equipment, including that the Equipment was reasonably locked and secured.
24. Expressly excluded from clause 23 are losses and damage caused by the Customer as defined below:
 - (a) Loss or damage caused by the negligent act or omission of the Customer, or the misuse, abuse or overloading of the Equipment;
 - (b) Damage caused to tyres, tubes or tracks by blow out, bruises, cuts or other causes inherent in the use of the Equipment;
 - (c) Damage relating to the lack of lubrication, incompatible lubricants or fluids used, or normal servicing of the Equipment;
 - (d) Damage to electrical systems caused by overloading or incorrect and unapproved items being installed by the Hirer;
 - (e) Damage caused by exposure to any corrosive or caustic substances;
 - (f) Theft of the Equipment unless reasonably locked and secured; (g) Loss or damage to Equipment during transport.
 - (h) Loss or damage from use in violation of any laws and regulations; and
 - (i) Loss or damage of tools and accessories, glass breakage, including mirrors and lights.
25. Clause 23 shall not apply where RANGE MACHINERY determines that one of the exclusions in Clause 24 applies unless the Customer is able to establish to the reasonable satisfaction of RANGE MACHINERY that the exclusion does not apply.