

## 1. Definitions:

- 1.1. Hire Period: the period of time between either the date the tanks leave Allround Plumbing Services or the date when the goods are returned to the Allround Plumbing Services yard in accordance with the contract.
- 1.2. Location: the location where the hired goods are to be utilised.
- 1.3. The Contract: these terms being Allround Plumbing Services's Standard Conditions of
- 1.4. The Hirer: The party referred to in the Standard Conditions of Quotation and Hire Standard Contract of Hire)
- 1.5. Hired Goods: means the goods the subject of the contract
- 1.6. Accessories: any items hired in addition to the standard tanks and skids – e.g. additional pumps
- 1.7. Guaranteed Hire Period– guaranteed Hire Period as referred to in the Standard Conditions of Quotation and Hire

## 2. Quotation and Lapse

- 2.1. The Standard Contract of Hire shall lapse 30 days from the date of issue and may be withdrawn by Allround Plumbing Services at any time for any reason.

## 3. Orders and Performance

- 3.1. Allround Plumbing Services will only accept the Hirer's order if satisfied of its credit worthiness.
- 3.2. The applicable law shall be the law of the State of Western Australia.

## 4. Placement of Order

- 4.1. These terms and conditions which shall prevail against any other conditions whatsoever notwithstanding any conflicting terms contained in the Hirer's purchase order.

## 5. Transport, Installation and Demobilisation

- 5.1. The Hirer shall pay for all transport charges whatsoever except if noted otherwise in the Standard Contract of Hire.
- 5.2. The Hirer shall give Allround Plumbing Services at least 7 days written notice to demobilise and if required, transport the Hired Goods.

## 6. Hire Rates and Terms of Payment

- 6.1. Quoted Hire rates are fixed for the contracted hire period or twelve months from the commencement date whichever is the lesser. After that time, Allround Plumbing Services can adjust the Hire rates at its absolute discretion.
- 6.2. If the Hirer terminates the Contract prior to the expiry of the Guarantee Hire Period for whatever reason, then it shall pay Allround Plumbing Services all monies owing at the time of termination plus all amounts for the balance of the GHP.
- 6.3. Where credit is not provided, prior to delivery of the Hired Goods, the following costs are payable: hire fees for the month in which The Contract was signed, three months hire fees together with any quoted delivery, site works and customer specific charges.
- 6.4. If delivery of the Hired Goods is delayed by the Hirer for whatever reason, then the hire fees shall become payable from the delivery date provided for in the Standard Contract of Hire.
- 6.5. Hire tax invoices will be raised by Allround Plumbing Services on a monthly basis and all amounts provided for therein shall become due on the 30<sup>th</sup> day of the month to which the tax invoice relates.
- 6.6. The Hirer shall pay all Allround Plumbing Services' costs whatsoever in collecting outstanding hire fees and any other payments due and payable by the Hirer pursuant to the Contract.
- 6.7. The Hirer shall pay all applicable GST along with any other taxes, rates, or tolls whatsoever.
- 6.8. The Hirer shall not set-off any amounts owed to Allround Plumbing Services whatsoever.
- 6.9. If the Hirer fails to pay an amount due and owing to Allround Plumbing Services under this contract by the due date for payment, the Hirer must also pay to Allround Plumbing Services interest on the unpaid amount at a rate equal to the Westpac Business Overdraft Rate plus 2% calculated daily from the next day after the due date up to and including the date of payment.

## 7. Maintenance, Alterations, Repairs

- 7.1. The Hirer will at its own expense, service, clean and maintain the Hired Goods in good and reasonable condition as per the Tank and Pump care instructions provided by Allround Plumbing Services - fair wear and tear excepted. The Hirer shall ensure that the Hired Goods are in a clean state at the end of the Hire Period and that all tanks are emptied and washed out. Tanks are not to be moved on the skids while containing any liquids.
- 7.2. If the Hired Goods are not returned as described then the hirer shall pay Allround Plumbing Services its reasonable costs for rectification.

- 7.3. Allround Plumbing Services can inspect the Hired Goods at any time with reasonable notice and if the Hired Goods are damaged, may repair the Hired Goods at the Hirer's expense or repossess them at its discretion.
- 7.4. The Hired Goods shall not be altered or repaired in any way by the Hirer unless Allround Plumbing Services agrees in writing.

### **8. Damage Waiver and Insurance**

- 8.1. The Hired Goods are totally at the risk of the Hirer during the Hire Period. The Hirer shall take out insurance equivalent to at least four (4) years hire to the satisfaction of Allround Plumbing Services. Evidence of the required insurance cover shall be provided to Allround Plumbing Services. Until such insurance is taken out the Damage Waiver Amount shall be a debt due to Allround Plumbing Services by the Hirer.
- 8.2. If the Hirer elects not to provide insurance as described in 8.1 above, then they must pay the Damage Waiver Amount as shown on the Standard Contract of Hire. On payment of the Damage Waiver Amount the Hirer won't be liable for any loss or damage to the Hired Goods (excluding Accessories / ancillaries) in excess of \$250 per item of the Hire Goods or 10% of the current replacement value of the damaged Hire Goods (whichever is the higher) for each occurrence, except as it provided for in 8.3 and in such case the Hirer shall be liable to pay the full amount of all damage or loss sustained by Allround Plumbing Services.
- 8.3. The hirer shall be responsible for any loss or damage caused by misuse or negligence of the hirer; theft of the hired goods by any person; flushing of foreign objects in the toilets with the exception of toilet tissue; unexplained loss or disappearance without evidence of theft of the Hired Goods; misuse, graffiti, abuse or improper service of the goods including pump maintenance, loss or damage to accessories; motor failure; wilful acts by Hirer and his agents; use or operation of the Hire Goods in violation of the Contract; loss or damage of any kind whatsoever incurred during transportation, installation or removal of the tanks where such is organised by the Hirer, except where the Hirer gives notice of pre-existing defect/s to Allround Plumbing Services prior to transportation.
- 8.4. Allround Plumbing Services whilst reserving all rights whatsoever may give five (5) days notice of termination of this agreement if the Hired Goods are so badly damaged as to be unfit for use or Allround Plumbing Services may repair or replace Hired Goods within 30 days without abatement of hire fees.
- 8.5. The Hirer must give Allround Plumbing Services within three (3) days, notice of any damage to the Hire Goods.
- 8.6. The Hirer shall report to the Police and Allround Plumbing Services any theft of the Hired Goods and in claiming the insurance will direct all payment from insurer to Allround Plumbing Services.

### **9. Defects and Shortages**

- 9.1. The Hired Goods shall be deemed to be in good condition unless the Hirer gives Allround Plumbing Services five (5) days notice from the date of delivery of any shortages and defects. Any such claims after that time will not be recognized.

### **10. Indemnity and Release**

- 10.1. The Hirer shall use the Hire Goods at the risk of the Hirer and releases, indemnifies and forever holds harmless Allround Plumbing Services from all actions, claims and liabilities in respect of damage to property or death of or injury to any person resulting directly or indirectly from the Hired Goods or their use or the services provided by Allround Plumbing Services to the Hirer.

### **11. Liability of Allround Plumbing Services**

- 11.1. Other than as provided for in clause 11.2 will have no liability for the Hired Goods once delivered to, or as soon as the Hirer takes possession.
- 11.2. Allround Plumbing Services will have no liability whatsoever for consequential damages, losses or loss of profit for any reason for any matter whatsoever arising out of the hire including any consequence arising out of any change to any legal requirement including regulatory compliance occurring after the commencement of the Contract.
- 11.3. The Hirer warrants that it has made its own independent inquiries relating to regulatory compliance issues and the like.
- 11.4. There shall be no implied warranties applicable to the Contract.

### **12. Warranty Design Fitness for Purpose**

- 12.1. Allround Plumbing Services offers no warranty whatsoever that the Hired Goods are fit for the intended purpose of the Hirer.
- 12.2. No provision of the Contract shall be read as modifying any rights or liabilities implied by the Trade Practices Act 1974 or any equivalent State legislation which cannot be excluded or modified.

### **13. Disputes**

- 13.1. The parties shall do their best to settle informally all disputes by mediation. Failing that, they can either litigate or arbitrate the dispute.
- 13.2. If the parties decide to arbitrate the dispute, then they shall agree an Arbitrator and if they can't agree, then an Arbitrator shall be appointed by the President of the State Chapter of the Institute of Arbitrators of Australia.

### **14. Repossession and Indemnity**

- 14.1. If the Hirer is in breach of the Contract then Allround Plumbing Services can repossess the Hired Goods.
- 14.2. The Hirer indemnifies and releases Allround Plumbing Services against all claims whatsoever arising out of the Contract as a result of or in connection with Allround Plumbing Services taking possession of the Hired Goods.
- 14.3. If Allround Plumbing Services possesses the Hired Goods from any Connected Location, then the Hirer shall fully indemnify Allround Plumbing Services for all costs and matters arising there from.
- 14.4. Allround Plumbing Services may at any time without notice enter the Hirers premises or any other premises leased or otherwise occupied by the Hirer in order to repossess the hired Goods pursuant to the Contract.
- 14.5. If the Customer defaults in any provision of the Contract or commits an act of insolvency or enters into a composition with its creditors, or goes into administration, receivership or liquidation then Allround Plumbing Services shall be entitled to reclaim any of the Goods as remains the property of Allround Plumbing Services. Allround Plumbing Services may also set off any amounts owing by Allround Plumbing Services to the Customer as against any amounts owing by the Customer to Allround Plumbing Services and/or suspend or cancel any credit facilities granted to the Customer or suspend or cancel the Works or make a demand upon the Customer for security and any legal or other costs incurred by Allround Plumbing Services shall be recoverable by Allround Plumbing Services as against the Customer on a full indemnity and solicitor client basis.

### **15. No Assignment, Sale or Transfer or Hired Goods**

- 15.1. The Hirer except with the written consent of Allround Plumbing Services shall not assign its rights under the Contract.
- 15.2. The Hirer except with the written consent of Allround Plumbing Services shall not sell or offer for sale, assign, part with possession, or re-hire mortgage, pledge or otherwise deal with the Hired Goods and will not remove the Hired Goods from the Site.

### **16. Tie Downs**

- 16.1. Allround Plumbing Services recommends that all tanks and tanks on skids be secured to the ground with tie downs. The cost of tie downs will be an additional cost to the Hirer unless provided for in Allround Plumbing Services's site works.

### **17. Purchase of Hired Goods**

- 17.1. Allround Plumbing Services goods are not for sale to the hirer.

### **18. Variations**

- 18.1. Allround Plumbing Services will only perform a variation on written instruction from the Customer and only after the Customer has agreed the price in writing within 7 days.

### **19. Site Works**

- 19.1. The cost of any site works will be paid for by the Customer.

### **20. Completion and Program**

- 20.1. Allround Plumbing Services will advise the Customer of the program for the commencement and the completion of the Works.
- 20.2. The Works will be deemed to have reached a state of Practical Completion if in the reasonable opinion of Allround Plumbing Services they are fit for use. If the Works are delayed for any reason beyond the control of Allround Plumbing Services, then the completion date will be deemed extended for the period of the delay.
- 20.3. Allround Plumbing Services shall be entitled to be paid reasonable costs including overhead recovery except where the delay was solely caused by Allround Plumbing Services.

### **21. Warranty**

- 21.1. Allround Plumbing Services warrants that the Works will be in good condition and if there are any defects then Allround Plumbing Services's liability is limited, in the case of the Goods, to the replacement or repair of the Goods or to the cost of the replacement or repair of the goods. In the case of the Services, Allround Plumbing Services's liability is limited to the re-supply of the Services or the cost of the re-supply of the Services.

### **22. Site Conditions**

22.1. The Hirer at its own cost shall assume all responsibility for all site conditions above and below the surface including all environmental matters as may be applicable to the Site. The Hirer also warrants that it has sought and obtained all necessary approvals and shall be deemed to have made all necessary due inspections, made all inquiries of all matters pertaining to the Site and warrants that the Works are capable of being performed on the Site.

22.2. The Hirer will at all times ensure that Allround Plumbing Services have sufficient access to the Site to do all things required to be done under the Contract. The Hirer will provide adequate site facilities including adequate vehicular off loading, adequate secure storage for Allround Plumbing Services's equipment and adequate facilities so that Allround Plumbing Services can perform the works safely.

### **23. Subcontracting**

23.1. Allround Plumbing Services may subcontract any part of its obligations under this Contract.

### **24. Liquidated Damages**

24.1. Liquidated damages are not applicable unless expressly stated in the Standard Contract of Hire.

### **25. Work Health and Safety**

25.1. Allround Plumbing Services Work Health and Safety policy shall apply with respect to the Contract. A copy will be provided to the Hirer on request.

### **26. Industrial Relations**

26.1. The Hirer shall bear the costs of all industrial relations matters applicable to the Contract outside of Allround Plumbing Services reasonable control. Allround Plumbing Services shall be reimbursed by the Hirer for all reasonable costs incurred by Allround Plumbing Services as a consequence of any changes to any award or applicable site conditions after the date of this Contract.

### **27. Alterations**

27.1. The provisions of this Contract shall not be altered in any way unless by express written agreement between the parties.