

**WAYNE SPICER CABLE TERMINATING TOOL HIRE
HIRE CONTRACT, AGREEMENT AND CONDITIONS**

Wayne Spicer Cable Terminating Tool Hire agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment the Customer must complete and sign (or otherwise accept in the manner required by Wayne Spicer Cable Terminating Tool Hire) a Hire Schedule and such other documents as Wayne Spicer Cable Terminating Tool Hire may require. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between Wayne Spicer Cable Terminating Tool Hire and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. Wayne Spicer Cable Terminating Tool Hire may in its absolute discretion decline to hire Equipment to the Customer at any time.

Amendment: These Hire Contract Agreement and Conditions may be changed by Wayne Spicer Cable Terminating Tool Hire from time to time by Wayne Spicer Cable Terminating Tool Hire giving notice of the amendments to the Customer. Notice is deemed given (whether or not actually received) when Wayne Spicer Cable Terminating Tool Hire does any of the following (A) sends notice of the amendment to the Customer at any address including an email address) supplied by the Customer; (B) publishes the amended terms on its website www.waynespicer.com.au; or (C) displays the amended terms at premises of unit 23/9 salisbury Road castle hill nsw 2154 from which it conducts hire operations.

1. Interpretation of Words in the Contract Agreement

1.2 In this Contract Agreement reference to : "Wayne Spicer", "We", "Us" or "Our" is referring to Wayne Spicer Cable Terminating Tool Hire; a reference to "The Customer" means the Hire shown on the front page of this Hire Contract Agreement;

1.3 **On Hire or Commencement** - The date when the Customer takes possession of the Equipment;

1.4 **Off Hire** - The Date when the Customer returns the Equipment;

1.5 **Equipment**- means any kind of Equipment also meaning the Equipment shown on the front page of this Hire Contract Agreement;

1.6 **Rate or Hire Charge** The amount payable by the Customer to hire the Equipment.

2. Our Obligations

We Will;

2.1 Allow the Customer to take and use the Equipment until it is due to be returned;

2.2 Provide the Equipment to the customer clean and in good working order;

2.3 Re-supply or repair the Equipment if it fails to operate properly through no fault of the Customer;

2.4 Collect the Equipment if we agree to do so as indicated by a pick up charge shown on the front page of this Contract Agreement.

NOTE TO CUSTOMER: You must return the Equipment at your expense on the same day the Equipment has been taken off hire unless Wayne Spicer agrees in advance to pick it up from you.

3. Payments by the Customer to Us

3.1 On or before Commencement the Customer will pay all Fees on the front page of the Contact Agreement including for hire, delivery and pickup charges;

3.2 Immediately on request by Us, the customer will pay;

(A) The new list price of any Equipment which is for what ever reason not returned to Us (**NOTE TO CUSTOMER: You are responsible for loss, damage or theft of the Equipment**);

(B) All costs incurred in cleaning the Equipment;

(C) The cost of repairing any damage to the Equipment caused by the negligence of the Customer or the Customer's agent;

(D) The cost of repairing any damage to the Equipment caused by the negligence of the Customer or the Customer's Agent;

(E) Stamp duties, Goods and Services Tax, any other taxes or duties and tolls, fines, penalties, levies or charges payable in respect of the Contract Agreement and the hiring of the Equipment;

(F) All costs incurred by Us in delivering and recovering possession of the Equipment;

(G) A late payment fee of 10% per month calculated daily on all unpaid Charges;

(H) Any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Customer to pay any Charges when due.

4. Return of Equipment by the Customer to Us

The Customer will;

4.1 Deliver the Equipment to Us when it is due back;

4.2 Return the Equipment to Us clean and in good repair

NOTE TO CUSTOMER: You are responsible for Equipment until it is back in our possession.

5. Other Obligations of the customer;

The Customer will;

5.1 Satisfy itself at Commencement that the equipment is suitable for its purposes;

5.2 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacture's instructions whether supplied by Us or posted on the Equipment or posted on the tool box the Equipment is housed;

5.3 Indemnify us for all damage caused to persons and property in relation to the Equipment and its operation and have insurance to cover any legal liabilities incurred as a result of the use of the Equipment;

5.4 Ensure that all persons operating or erecting the Equipment are suitable instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to use it ;

5.5 Comply with all occupational health and safety laws relating to the Equipment and its operation;

5.6 Safely secure all items loaded in or on the Customer's vehicle;

5.7 Operate the Equipment with an adequate motor vehicle and or power source.

The Customer will NOT;

- 5.8 Tamper with, damage or repair the Equipment;
- 5.9 Lose possession of the Equipment.;
- 5.10 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract Agreement;
- 5.11 Allowing any person to use the Equipment who is affected by drugs and/or alcohol.

6. Customer not to Claim Damages

The Customer cannot recover from Wayne Spicer compensation for any damages (including for consequential loss) arising in respect of this Hire Contract Agreement or the hiring or the use of the Equipment.

7. Breach of Hire Contract Agreement by Customer

If the Customer breaches any clause whatsoever of this Contract Agreement, or becomes bankrupt, insolvent or ceases business, then;

- 7.1 We shall be entitled to;
 - (A) Terminate this Agreement, and/or;
 - (B) Sue for recovery of the monies owing and/or;
- 7.2 repossess the Equipment (and is authorised to enter the Customer's premises to do so).

8. No Warranties

All warranties and conditions are excluded to the full extent permitted by law and Our only obligation resulting from a breach by Wayne Spicer of any condition or warranty is limited to the supplying of the Equipment again or to the repair of the Equipment.

9 Disputes

If a dispute arises relating to this Agreement, the hiring or the use of the Equipment (except in regard to the payment of charges) the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Industry Association Limited before litigation.

10. Governing Law

10.1 This Hire Contract Agreement is a payment claim under the Building and Construction Industry Security of Payment Act 1999 NSW, the Building and Construction Industry Security Payment Act 2002 Vic, the Building and Construction Industry Payments Act 2004 QLD, The Building and Construction Industry Security of Payment Act 2009 SA, The Construction Contracts Act 2004 WA, the Building and Construction Industry (Security of Payment) Act 2009 ACT and /or the Construction Contracts (Security of Payments) Act 2009 ACT

10.2 Except where Wayne Spicer in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, Wayne Spicer and the Customer agree that this Contract Agreement is governed by the law of the state of New South Wales, and the parties submit to the jurisdiction the courts of that State.

11. PPS law

11.1 This clause applies to the extent that this Contract Agreement provides for a 'security interest' for the purposes of the Personal Property Security Act 2009 (Cth) ("PPS Law"). References to PPS Law in this agreement include references to amended, replacement and successor provisions

11.2 If Wayne Spicer Cable does not have at Commencement of PPS Law registration ensuring a perfected first priority security interest in the Equipment, the Hire Period, (including any extensions of the Hire period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) may not despite anything else in this document or any Hire Schedule be longer than;

- (A) 90 Days in the case of Equipment which may or must be described by serial number in a PPS Law registration; or
- (B) a year in any case;

11.3 Wayne Spicer may register its security interest. The Customer must do anything (such as obtaining consents and signing documents) which Wayne Spicer require for the proposes of;

- (A) ensuring that Wayne Spicer security interest is enforceable, perfected and otherwise effective under the PPS Law;
- (B) enabling Wayne Spicer to gain first priority (or any other priority agreed to by Wayne Spicer in writing) for its security interest; and

11.4. The rights of Wayne Spicer under this document are in addition to and not in substitution of Wayne Spicer rights under the law (including the PPS Law) and Wayne Spicer may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it Wayne Spicer security interest will attach to proceeds.

11.5 To the extent that Chapter 4 of PPSA applies to any security interest under this agreement, the following provisions of PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this agreement in respect of all goods to which that section can be applied: section 95 (notice of removal of accession to the extend it requires Wayne Spicer to give a notice to the Customer); section 96 (retention of accession); section 121 (4) notice to grantor); section 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires Wayne Spicer to give a notice to the Customer); section 129(2) and 129(3) ; section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral:) and section 143 (reinstatement of security agreement).

11.6 The following provisions of the PPS Law: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal of purchase); and section 134(1) (retention of collateral) confer rights on Wayne Spicer. Customer agrees that in addition to those rights Wayne Spicer shall, if there is default by Customer, 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 Customer agrees that Wayne Spicer may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or license.

11.7 The customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law

11.8 Wayne Spicer and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement is this sub-clause is made solely for the purpose of allowing to Wayne Spicer the benefit of section 275(6)(a) and We shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.

11.9 Customer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of Wayne Spicer.

11.10 Customer must not lease, hire, bail or give possession ("sub hire") of the Equipment to anyone else unless Wayne Spicer (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Us and must be expressed to be subject to the rights of Wayne Spicer under this agreement. Customer may not vary a sub-hire without the prior written consent of Wayne Spicer (which may be withheld in its absolute discretion).

11.11 Customer must ensure that Wayne Spicer is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of an state of accounts and payment under the sub-hire and the location and condition of the Equipment.

11.12 Customer must take all steps including registration under PPS Law as may be required to:

- (A) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
- (B) enabling the Customer to gain (subject always to the rights of Wayne Spicer) first priority (or any other priority agreed to by Wayne Spicer in writing) for the security interest; and
- (C) enabling Wayne Spicer and the customer to exercise their respective rights in connection with the security interest.

11.13 To assure performance of its obligations under this agreement, the Customer hereby gives Wayne Spicer an irrevocable power of attorney to do anything Wayne Spicer considers the Customers should do under this agreement. Wayne Spicer may recover from Customer the cost of doing anything under this clause 5, including registration fees.

I have read and accept the above terms and conditions of hire. In particular I am aware that the hirer is responsible for the safekeeping of the equipment against damage or theft and that the owners insurance will not cover the hirer, subject to any damage waiver agreement. If you wish to proceed please complete the details below and return by mail to unit 23/9 salisbury road castle hill nsw 2154 or email to accounts@waynespicer.com.au or fax 02 9634 3019

For and on behalf of Company/Owner					
Authorised person (print name)					
Signature					
Date					
Office use only	Received		Approved		Signature
Comment					