

Terms and Conditions of Hire

1. Interpretation

- 1.1 In these Terms, words importing the singular include the plural and vice versa. References to a party 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, and a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns. Any terms used in these Terms have the same meaning as in the Tax Invoice.
- 1.2 In these Terms:
- (a) **"ACL"** means the Australian Consumer Law located in Schedule 2 of the CCA;
 - (b) **"CCA"** means the *Competition and Consumer Act 2010* (Cth) and all related regulations, as amended from time to time;
 - (c) **"Commencement Date"** means the date specified for Delivery in the Tax Invoice;
 - (d) **"Confidential Information"** means all information not in the public domain as at the date of the Hire Agreement whether oral, in writing, or recorded in any other medium or mode of storage in relation to the parties to the Hire Agreement and includes (without limiting the generality of the following):
 - i. all pricing information and any other commercially sensitive or confidential information relating to the Credit Application Form;
 - ii. information and material proprietary or confidential to either party including Intellectual Property Rights;
 - iii. all information (regardless of how it is recorded or stored) relating to the business of either party, including any subsidiaries, clients and suppliers; and
 - iv. any other information particular to either party's business that is commercially sensitive;
 - (e) **"Corporations Act"** means the *Corporations Act 2001* (Cth) as amended from time to time;
 - (f) **"Credit Application Form"** means such form (if any) as completed by the Customer;
 - (g) **"Customer"** means the person, firm, organisation, or corporation hiring the Equipment from REH as set out in the Tax Invoice and/or Credit Application Form;
 - (h) **"Equipment"** means all equipment supplied by REH to the Customer as set out in the Tax Invoice and includes all additional items supplied with the Equipment which may not be listed in the Tax Invoice, but which are required for the Equipment to function or fulfil its purpose (including but not limited to ropes, pegs, poles, cables, trays, and lights);
 - (i) **"Force Majeure Event"** means any cause or circumstance beyond REH's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, accidents breakdowns and plant shutdowns, pandemic, epidemic, storm, tempest, fires, floods, earthquakes or other natural calamity, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi-government authorities or embargoes, or a Government Authority's direction in regard to any communicable disease including COVID-19 that materially affects a party;
 - (j) **"GST"** means the tax payable on a Taxable Supply within the meaning of the GST Act;
 - (k) **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time, and any related Act imposing such tax or legislation that is enacted to validate, recapture, or recoup such tax;
 - (l) **"Government Authority"** means a local, State or Federal government, or a Minister or government department of each of those governments, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, and an agent or employee of such a body;
 - (m) **"Hire Agreement"** means the agreement comprised by these Terms, the Tax Invoice, and any Credit Application Form;
 - (n) **"Hire Amount"** means all amounts payable by the Customer to REH in relation to the supply of the Equipment or the Services, including any applicable GST or freight and other charges, and for the avoidance of doubt includes but is not limited to any Maintenance & Handling Fee, Delivery and Pickup charges, Picking Loading Fee, and Unloading Fee specified in the Tax Invoice;
 - (o) **"Insolvency Event"** means in relation to a Party:
 - i. a receiver, receiver and manager, trustee, administrator, another controller (as defined in the Corporations Act) or similar official is appointed over any of the assets or

- undertaking of the other Party;
 - ii. the Party suspends payment of debts generally;
 - iii. the Party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act;
 - iv. the Party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
 - v. the Party ceases to carry on business or threatens to cease to carry on business;
 - vi. a resolution is passed, or any steps are taken to appoint, or to pass a resolution to appoint, an administrator; or
 - vii. an application or order is made for the winding up, or dissolution of the other Party or a resolution is passed, or any steps are taken to pass a resolution for the winding up or dissolution of the other Party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the first Party;
- (p) **"Intellectual Property"** means all intellectual and industrial property or protected rights throughout the world (whether present or future rights), including in or in relation to copyright, (including copyright in templates, policies, activity plans, procedures, user application documents, patient agreements, forms, training manuals), moral rights, patents, trade marks, circuit layouts, trade names, confidential information, know-how, procedures, trade secrets, registered or unregistered designs, database rights, business and domain names, plant varieties, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable whether or not any of them is registered and including applications for registration of any such thing, of or relating to a party including:
- i. any application or right to apply for registration of any of these rights;
 - ii. any registration of any of those rights or any registration of any application referred to in paragraph (i); and
- all renewals and extensions of these rights;
- (q) **"Intellectual Property Rights"** means any rights at law to own or be registered under any statutory regime as the proprietor of any Intellectual Property;
- (r) **"Marquee"** means the Marquee/s supplied to the Customer and described in REH's Tax Invoice;
- (s) **"Party"** means either REH or the Customer, and **"Parties"** means both of them;
- (t) **"REH"** means Georgina Carroll as trustee for T&G Carroll Family Trust ABN 41 482 172 586 trading as Range Event Hire or any other entity trading under licence as 'Range Event Hire' or a nominated representative or contractor of Range Event Hire;
- (u) **"Return Date"** is the date specified in the Tax Invoice by which the Customer must return the Equipment to REH;
- (v) **"Services"** means services supplied by REH to the Customer in relation to the Equipment;
- (w) **"Tax Invoice"** means the tax invoice issued to the Customer by REH in relation to the Equipment and Services;
- (x) **"Taxable Supply"** has the meaning given to the term in the GST Act; and
- (y) **"Terms"** means these Terms and Conditions of Hire.

2. Agreement Terms

- 2.1 The Customer is taken to have accepted and is immediately bound, jointly and severally, by these Terms at the earlier of the time that the Customer:
- (a) requests the hire of Equipment;
 - (b) accepts delivery of the Equipment; or
 - (c) signs the Tax Invoice, indicating acceptance of the Hire Agreement.
- 2.2 Unless other terms and conditions are expressly accepted by REH by means of a written amendment to these Terms signed by REH and referring specifically to the Terms to be amended, these Terms shall exclude and supersede all prior discussions, representations and arrangements, and any other oral or written terms and conditions whether or not the same are endorsed upon, delivered with, or referred to by the Customer.

3. Hire of REH Equipment

- 3.1 The hire of the Equipment commences from the Commencement Date and continues until the Collect Date as specified in REH's Tax Invoice ("**The Hire Period**"). The obligations under the Hire Agreement only end once the Equipment is back in REH's possession and control and fit for the purpose of hire again, and includes all weekends and public

holidays during that period.

- 3.2 The Customer acknowledges and agrees that while REH will endeavour to deliver and/or collect the Equipment on the specified and/or allocated dates, such dates are subject to change at short notice due to operational/weather circumstances.
- 3.3 The Customer is entitled to use the Equipment in accordance with these Terms for the Hire Period in consideration for the Hire Amount.
- 3.4 Any extension of the Hire Period must be agreed to by REH and REH reserves its rights to refuse to extend the Hire Period.
- 3.5 A minimum Hire Period may apply. If such a minimum period applies REH will notify the Customer.
- 3.6 The Customer agrees to return the Equipment by any return or collection date specified in the Tax Invoice, or upon demand from REH and the Customer agrees that the Hire Agreement may be terminated at any time by REH without giving any reason.
- 3.7 The Customer acknowledges that REH has the right to inspect the Equipment at all times during the Hire Period and to allow this, the Customer gives REH the right to enter any property where the Equipment may be located.
- 3.8 The Customer acknowledges that where Equipment is returned early by the Customer, prior to any agreed Rental Period, or where REH retakes possession of the Equipment in accordance with clause 17, the total Hire Amount will apply.

4. Payment for Hire

- 4.1 The Customer agrees to pay REH the Hire Amount inclusive of any Maintenance & Handling Fee, Delivery and Pickup charges, Picking Loading Fee, and Unloading Fee specified in the Tax Invoice for the Equipment for the Hire Period.
- 4.2 The Hire Amount must be paid to REH two weeks before delivery or pickup, failing which the Customer will be deemed to have cancelled their booking.
- 4.3 The Customer agrees to pay a non-refundable deposit equal to 25% of the Hire Amount for the hire when placing the order for the Equipment. The Customer further acknowledges and agrees that the non-refundable deposit is a genuine pre-estimate of the loss to REH resulting from the Customer's cancellation (or deemed cancellation) of their booking, including factors such as REH's transaction costs, legal costs, finance costs, cost of recovery and lost opportunity.
- 4.4 The Customer agrees to pay a \$200 bond (the "**Bond**") and that this amount paid by them for the Equipment or Services can be used by REH in payment of the Hire Amount or other charges payable by the Customer under the Hire Agreement.
- 4.5 REH may, at their discretion, deduct any money owing to it from the Bond.

5. Other Charges

- 5.1 A cancellation fee may be charged by REH where the Equipment has been reserved by booking and the Customer cancels the booking without reasonable notice, or fails to take delivery of the Equipment. Notification of cancellation must be made in writing. In the event of cancellation by the Customer less than 7 days before delivery or pickup – the total Hire Amount will apply.
- 5.2 REH may charge the Customer a fee at their discretion for any payment of the Hire Amount made by credit card.
- 5.3 In addition to the Hire Amount and charges set out in the Hire Agreement, the Customer is responsible for:
 - (a) any physical damage to the Equipment;
 - (b) reasonable fees associated with any necessary cleaning or repairs on return of the Equipment that may be required where the Equipment is returned in a poor or unclean state;
 - (c) REH's additional fees and charges where:
 - i. the proposed site for installation of the Equipment is not level;
 - ii. the proposed site for installation of the Equipment does not allow for truck and forklift access;
 - iii. the Customer requires that the Equipment be delivered and/or installed further than a 25 metre walk from REH's parked vehicle; and/or
 - iv. the Customer requires that the Equipment be delivered and/or installed on a level other than ground floor and/or where stairs, lift access or similar is required;
 - (d) additional charges if the proposed site for installation or collection of the Equipment is not ready by 7.00am on the date scheduled for such installation or collection, or by the arranged date and time for installation or collection; and
 - (e) consumables and/or fines arising out of use of the Equipment.
- 5.4 If the Customer does not pay the Hire Amount and/or any amount owing pursuant to the terms of the Credit Application Form (if applicable) in full by the due date, REH may:
 - (a) charge the Customer, in addition to any other costs recoverable

under these Terms, interest of 1.5% compounding monthly on the total outstanding balance; and

- (b) charge the Customer 100% of all costs and expenses incurred by REH in recovering any unpaid amounts under the Hire Agreement, along with interest of 1.5% compounding monthly.
- 5.5 If the Customer requires REH to deliver the Equipment at the start of the Hire Period and/or collect the Equipment at the end of the Hire Period, REH will charge the Customer an additional delivery/collection fee as applicable, as set out in the Tax Invoice.
 - 5.6 If REH is required to retake possession of the Equipment in accordance with clause 17, the Customer will be liable for REH's costs to recover the Equipment.

6. Loss and Damage

- 6.1 The Customer must:
 - (a) take adequate and reasonable precautions to protect the Equipment against theft or burglary;
 - (b) not use or operate the Equipment negligently or outside of the design parameters, for a purpose other than the Equipment's intended purpose, any manufacturer's instructions or directions by REH given to the Customer for the proper use of the Equipment;
 - (c) not use or operate the Equipment in an abusive, unsound, or unlawful manner; and
 - (d) only use and operate the Equipment in accordance with these Terms.
- 6.2 REH are not liable to the Customer in any way for any use of the Equipment that is in breach of the Hire Agreement.
- 6.3 The Customer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred, including all wear and tear, during the Hire Period.
- 6.4 REH gives no guarantee as to the condition, safety or suitability of the Equipment. The Customer releases REH from any liability for any loss or damage caused by any break down or failure of the Equipment.
- 6.5 The Customer acknowledges and agrees that delivery of the Equipment has been made in full at the time of delivery.
- 6.6 The Customer is liable for the payment of the new purchase price of any Equipment not returned to REH.
- 6.7 The Customer agrees to fully reimburse REH in the event of any damage or loss of the Equipment.
- 6.8 REH acknowledges and agrees that REH will notify the Customer of any personal goods or property belonging to the Customer, and that the Customer has left with the Equipment, and is collected with the Equipment within a reasonable period. The Customer agrees that it will collect these goods or property within 14 days of notification, after which REH may choose to dispose of the goods at the discretion of REH.

7. Repair of the Equipment

- 7.1 REH may, upon receiving notice of a breakdown or failure of the Equipment, in its complete discretion:
 - (a) take all necessary steps to repair or have the Equipment repaired;
 - (b) provide suitable replacement Equipment as soon as reasonably practicable after receiving notification from the Customer and may elect to cover the delivery costs of providing replacement Equipment, where REH deems that any breakdown or failure is not the result of misuse by the Customer or use inconsistent with these Terms; and/or
 - (c) terminate the Hire Agreement and refund the Customer any part of the Hire Amount that relates to the period that the Equipment is not capable of use in the Hire Period.
- 7.2 The Customer agrees that:
 - (a) REH's liability for loss or damages that arise from a breakdown or failure of the Equipment is limited to the Hire Amount and REH are not responsible for any consequential loss or damages incurred by the Customer or a third party arising from the breakdown or failure of the Equipment; and
 - (b) REH are not obliged to repair or replace the Equipment.

8. Personal Property Securities Act 2009 ("PPSA")

- 8.1 In relation to any security interest constituted or contemplated in relation to any proceeds arising from the supply of Equipment by REH, the Customer consents to REH effecting and maintaining a registration on the Personal Property Securities Register ("PPSR") (in the manner REH considers necessary).
- 8.2 The Customer also agrees to sign any documents and provide all cooperation to REH required to facilitate that registration and maintenance. At REH's sole discretion, REH may register a financing statement or financing change statement in respect of a security interest at any time. The Customer's right to receive notice of a verification statement regarding the registration of a security interest on the PPSR in respect of Equipment supplied on account is hereby

- waived.
- 8.3 The Customer agrees:
- (a) not to register a security interest in respect of the Equipment by lodging a finance statement on the PPSR;
 - (b) not to grant a security interest to a third party in respect of the Equipment;
 - (c) not to take any steps in respect of the Equipment that is adverse to REH's ownership of the Equipment;
 - (d) to waive any rights that it might have in respect of the Equipment to register a security interest or grant a security interest to a third party; and
 - (e) not to register a financing change statement in respect of a security interest contemplated or constituted by this Agreement or in favour of a third party, without REH's prior written consent.
- 8.4 The Customer will pay all costs, expenses and other charges incurred, expended or payable by REH in relation to the filing of a financing statement or financing change statement in connection with this Agreement.
- 8.5 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and sections 115(1) or 115(7) of the PPSA allows for contracting out, then the following provisions of the PPSA will not apply and the Customer will have no rights under them:
- (a) in respect of section 115 (1); section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130;132(3Xd); 132(4); 135; 142; and 143; and
 - (b) in respect of section 115(7); sections 127; 129(2); 129(3); 130(i); 132; 143(s); 135;136(3); 136(4); 136(5); 137;and 275(7Xc).
- 8.6 The Customer and REH agree not to disclose information of the kind referred to in section 275(1) of the PPSA.
- 8.7 For the sake of clarity, the Equipment supplied is the collateral and the security agreement is this Agreement pursuant to the PPSA.
- 8.8 In respect of the PPSA, goods means all of the Equipment supplied to the Customer from time to time, provided that:
- (a) (but solely for the purpose of the application of the PPSA) where the Equipment supplied is the Customer's inventory, then all references to Equipment in these Conditions shall in respect of that Equipment, be read as references to inventory for so long as they are held as inventory; and
 - (b) where the Equipment supplied is not, or is no longer held as, the Customer's inventory, then all references to Equipment in these Conditions shall, in respect of that Equipment means the Equipment described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by REH and relating to those goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Customer, incorporated in and form part of these Terms and Conditions; and
 - (c) unless the context requires otherwise, includes all proceeds of such Equipment and any product or mass which the Equipment subsequently become part of.
- 8.9 The Customer agrees that in the event of external administration of the Customer, the Customer will disclose the quantity or volume of Equipment as at the date of appointment of the external administrator.
- 8.10 Money received from the Customer in connection with the Hire Agreement may be applied by REH towards the Customer's obligations under any security interest contemplated or constituted by the Hire Agreement in any way as REH determines.
- 8.11 The Customer agrees to notify REH immediately in writing of any material change to the information contained in or associated with this Agreement.
- 8.12 The Customer must not create, purport to create or allow to be created any security interest in the Equipment supplied under any circumstances.
- 9. On Hire to Third Parties or use by Third Parties**
- 9.1 The Customer must not on-hire the Equipment to any third party under any circumstances. For the sake of clarity, on hire to third parties is expressly prohibited under the Hire Agreement.
- 9.2 The Customer must not permit the Equipment to be used by anyone other than the Customer. Use by third parties is expressly prohibited under the Hire Agreement.
- 10. Customer warranties**
- 10.1 The Customer warrants that:
- (a) they have the right, power and authority to enter into and perform the obligations in accordance with the Hire Agreement;
 - (b) they will use the Equipment in accordance with the Terms;
 - (c) the Equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether they are supplied by REH or posted on the Equipment in regard to its operation, maintenance and storage;
 - (d) the Equipment will not be used for any illegal purpose or activity;
 - (e) they will ensure that all persons operating or erecting (if the persons operating or erecting the Equipment are not REH employees or contractors) or using the Equipment are instructed in its safe and proper use, including but not limited to the requirements in below sub-clause 10.1(f);
 - (f) they will ensure that any and all Equipment comprising a Marquee is evacuated and effectively sealed in the event that peak gust winds peak at or exceed 80km/hr, and that the Marquee is not to be erected or should be dismantled if wind speeds are expected to peak at or exceed 100km/hr;
 - (g) they agree, at their own cost, to operate, maintain, store and transport the Equipment (where the Equipment is not being delivered by REH) strictly in accordance with any instruction provided by REH and with due care and diligence;
 - (h) they will ensure that the Equipment will be stored in a safe and secure environment and where available, they agree to store the Equipment in locked buildings or sheds;
 - (i) they agree that paper and crepe streamers and similar products will not be used in a Marquee. The Customer will be liable for the cost of any damage to the Marquee caused by paper and crepe streamers or similar products;
 - (j) if the Equipment comprises a cold room, that such Equipment is not to be transported over or taken on any dirt roads, nor transported or used outside of the radius of 50 kilometres from REH's premises located at 183 McDougall Street, Wilsonton QLD 4350 (as amended from time to time);
 - (k) if they are collecting the Equipment from REH, that the Customer must transport the Equipment in a vehicle that is clean and fit for purpose, and the Customer further acknowledges that REH takes no responsibility for the Customer's transportation of the Equipment nor the Customer's securing of their load comprising the Equipment, and further that REH reserve the right not to allow the Customer to collect the Equipment if the Customer's vehicle for transporting the Equipment is not clean or fit for purpose in REH's sole opinion;
 - (l) they will not, without REH's prior written permission, tamper with, repair or modify the Equipment in any way, or permit another to do so;
 - (m) they agree that the Equipment has been received by the Customer clean and in good working order, unless they have notified REH immediately upon becoming aware that the Equipment is not clean and in good working order;
 - (n) at the end of the Hire Period, the Equipment will be returned to REH clean, undamaged, and in good working order; and
 - (o) subject to clause 8, the Customer will not create or allow to be created any security interest in the Equipment.
 - (p) it will provide REH with a safe work environment and will advise REH of any matters that may impact the ability of REH to supply the Equipment in a safe matter. Should there be a matter which detracts from the ability of REH to supply the Equipment safely, REH may refuse the supply.
- 11. Exclusions and limitation of liability**
- 11.1 The Customer expressly agrees that use of the Equipment is at the Customer's risk. To the full extent allowed by law, REH's liability for breach of any term implied into these terms of trade by any law excluded.
- 11.2 REH gives no warranty in relation to the Equipment provided to the Customer. Under no circumstances is REH liable to the Customer or any other persons for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenue) as a result of any defect, deficiency in the Equipment, discrepancy or variation in the Equipment provided, or failure of the Equipment.
- 11.3 Any advice, recommendation, information, assistance or service given by REH in relation to the provision of the Equipment to the Customer is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. Such advice, recommendation, information, assistance or service is given without any warranty or accuracy, appropriateness or reliability. REH is not liable for any loss suffered by the Customer as a result of the Customer's reliance on such, advice, recommendation, information, assistance or service.
- 11.4 The ACL may give to the Customer certain consumer guarantees, which cannot be restricted, limited or varied.
- 12. Customer Indemnities**
- 12.1 To the full extent permitted by law, the Customer releases, discharges, indemnifies and keeps REH indemnified from any claims or demands

made or action (and includes but is not limited to, any legal costs incurred by REH in relation to meeting any claim, or demand, REH is liable for in connection with any such claim or demand) commenced by any persons (including but not limited to the Customer) against REH or, for which REH is liable, in connection with any loss arising from or incidental to:

- (a) the provision of Equipment to the Customer under the Hire Agreement or the subject matter of these Terms; and/or
- (b) or consequent on the use or misuse of the Equipment during the Hire Period.

12.2 Without limiting clause 12.1, the Customer agrees that to the full extent permitted by law, no warranties are given by REH in respect of the Equipment. Any liability of REH pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the Equipment or for the cost of resupplying the Equipment, at REH's sole discretion.

13. Customer Responsibilities

13.1 The Customer must:

- (a) if the Equipment is damaged, notify REH within 24 hours of becoming aware of the damage;
- (b) if there is a breakdown or failure of the Equipment, immediately stop using the Equipment and notify REH;
- (c) take all necessary steps to prevent injury occurring to persons or property as a result of the condition of the Equipment;
- (d) take all necessary steps to prevent any further damage to the Equipment itself;
- (e) use the Equipment only for its intended purpose, safely, lawfully and in accordance with any manufacturer's instructions, or directions from REH and in a manner that is consistent with these Terms; and
- (f) keep the Equipment clean, in a good condition and at the end of the Hire Period return the Equipment, clean, undamaged and in good working order.

14. Customer Liability

14.1 The Customer will assume all risks and liabilities for, and in respect of, the Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Customer's possession, use, maintenance, repair, storage or transport of the Equipment.

15. Disclaimer

15.1 To the extent permitted by law, REH disclaims all liability for and does not give any warranties to the Customer as to the condition of the Equipment.

16. REH own the Equipment

16.1 The Customer acknowledges that REH retains title to the Equipment (which shall not be deemed to be a fixture), and that the Customer has rights to use the Equipment as a mere bailee only. The Customer agrees that the Customer has no rights to pledge REH credit in connection with the Equipment, or use the Equipment as security.

16.2 The Customer agrees not to sell, offer to sell, assign, sub-let, charge, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with personal possession of, or create any security interest over, the Equipment.

16.3 The Customer agrees not to conceal, alter or make any addition to the Equipment.

16.4 The Customer agrees not to transfer or assign any of its rights or obligations under the Hire Agreement without REH's prior written consent.

17. Customer default

17.1 REH may retake possession of the Equipment if:

- (a) the Customer fails to pay any Hire Amount in full by the due date;
- (b) the Customer permits any act or omission where REH's rights to the Equipment may be prejudiced;
- (c) the Customer is the subject of an Insolvency Event;
- (d) REH reasonably suspects that the Customer is not using or operating the Equipment as required or permitted pursuant to these Terms;
- (e) the Customer is in breach of any provision of the Hire Agreement or these Terms; or
- (f) the Hire Period ends and the Customer has not returned the Equipment to REH.

17.2 All costs incurred by REH in repossessing the Equipment are to be paid by the Customer.

17.3 In the case of repossession the Customer agrees to grant REH permission to enter any premises where the Equipment listed in the Hire Agreement is situated to remove that Equipment.

17.4 In addition to REH's right to retake possession, REH are entitled (in REH's sole discretion), following any breach of any provision of the Hire Agreement by the Customer, to terminate the Hire Agreement and/or sue for recovery of any damages or charges or loss suffered by REH.

18. End of Hire Period

18.1 The Customer must ensure the Equipment is returned to REH by any collection or return date specified in the Tax Invoice.

18.2 The Customer is responsible for returning the Equipment to REH's address at the end of the Hire Period, unless the Customer has previously organised for REH to collect the Equipment, and any failure to do so can be considered to be criminal theft and may be immediately reported to the police.

18.3 Where Equipment is not returned, or is not available to be collected on the Return Date, REH will allow 14 days to rectify this failure to return the Equipment, after which date the Customer will be charged for any Equipment not returned, at a pro-rata rate as per the Tax Invoice .

18.4 The Customer must return Equipment in a clean condition otherwise, the Customer agrees to pay a reasonable cleaning fee if the Equipment is not returned in a clean condition (to be determined by REH).

19. Force Majeure

19.1 Subject to clause 19.3, REH will not be responsible for any delay in delivery or collection of the Equipment due to a Force Majeure Event.

19.2 If circumstances beyond REH's control prevent or hinder its provision of the Equipment, REH is free from any obligation to provide the Equipment while those circumstances continue. REH may elect to terminate this Hire Agreement or keep the agreement on foot until such circumstances have ceased.

19.3 Nothing in clause 19.1 will limit or exclude the Customer responsibilities and liabilities under the Hire Agreement for Equipment that is lost, stolen, or damaged during the Hire Period, or has broken down or become unsafe to use as a result of the Customer's conduct or negligence or breach of the Hire Agreement.

20. Security

20.1 As security for the Customer obligations and liabilities under the Hire Agreement, the Customer agrees to charge all of the Customer's legal and equitable interests (both present and future) of any nature, however held, in any and all real property.

20.2 The Customer agrees to sign any documents and do all things reasonably required by REH to register a mortgage security or other instrument of security (including a caveat noting REH's interest) over any real property and if the Customer fails to do so immediately, the Customer irrevocably appoints any solicitor engaged by REH to be the Customer's lawful attorney to sign and register such instruments of security.

20.3 The Customer agrees to indemnify REH on an indemnity basis against all costs and expenses incurred by REH in connection with the preparation and registration of any such instrument of security.

21. General

21.1 Nothing in these Terms is intended to exclude, restrict or modify rights which the Customer may have under the CCA or any other legislation which may not be excluded, restricted, or modified by agreement.

21.2 A party waives a right under these Terms only if it does so in writing. REH does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.

21.3 The covenants, agreements and obligations contained in the Hire Agreement will not merge or terminate upon the termination of the Hire Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

21.4 If a provision in these Terms is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.

21.5 REH may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Customer.

21.6 The Hire Agreement is governed by the laws of the State of Queensland and each party submits to the exclusive jurisdiction of the Queensland Courts for all purposes.

The Customer acknowledges that:

- (a) it and/or its signatory has the authority to enter into the Hire Agreement and sign on behalf of the Customer; and
- (b) it has read, understood, and agrees to the Hire Agreement.