

CREDIT CARD AUTHORISATION FORM



Height 4 Hire Pty Ltd
 ABN 11 142 343 539
 880 Boundary Road, Richlands 4077
 859 Nudgee Road, Northgate
 Ph: (07) 3713 0500
 Email: admin@height4hire.com.au

Global Hire & Service Pty Ltd
 ABN 52 140 886 166
 581 Ingham Road, Bohle 4818 – (07) 4412 1500
 15 Knight Street, Portsmith 4870 – (07) 4035 4619
 Email: accounts@global-hire.com.au

1. BUSINESS DETAILS:

Legal Entity:	Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trust <input type="checkbox"/>	Other <input type="checkbox"/>
Full Legal Name:					
Trading Name:					
ACN:		ABN:			
Office Ph:		Mobile:		Email:	

2. BUSINESS OWNERS / DIRECTOR DETAILS:

Full Name:	Mobile Ph:	DOB:		
Drivers Licence No:	Class:	Expiry Date:		
Private Residence:				

3. JOB DETAILS:

Date:	Start Time:	Order No.	
Site Address:			
Site Contact Name:	Mobile No.		

4. PAYMENT ARRANGEMENT

PAYMENT MAY BE TAKEN PRIOR TO RELEASE OF PLANT

CREDIT CARD TYPE IS MASTERCARD OR VISA ONLY. NO AMERICAN EXPRESS ACCEPTED

Credit Card Details:	Credit Card Type: (Please Select)	Visa: <input type="checkbox"/>	MasterCard: <input type="checkbox"/>		
Credit Card No.:	Name on Card:				
Expiry Date:	CCV No.:	Signature:			

CREDIT CARD DETAILS ARE COMPULSORY FOR EQUIPMENT HIRE

5. I understand that my credit card will be charged the anticipated costs of the hire period as well as any other costs associated with the hire. Furthermore, it is imperative that there will be sufficient funds to charge before hire.

6. AGREEMENT (To be completed and signed by signatories in Section 2)

The hirer's signature acknowledges that the hirer has read, understood and agreed to this contract and the Terms & Conditions of Hire attached hereto.

Full Name:	Full Name:
Signature:	Signature:
Position:	Position:
Date:	Date:

Height 4 Hire Pty Ltd and Global Hire & Service Pty Ltd – TERMS AND CONDITIONS OF HIRE

For all Plant rental, the Hirer agrees to the following terms and conditions:

1. DEFINITIONS

1.1 For the purpose of this Agreement:

- a) **“Agreement”** means this document (terms and conditions) including the attached application for credit or credit card authorisation form.
- b) **“Hirer”** means the person, firm or corporation hiring the Plant from the Owner and named on the quote, account or credit card authorisation form provided by the Owner.
- c) **“Owner”** means Height 4 Hire Pty Ltd (ABN 11 142 343 539) and Global Hire and Service Pty Ltd (ABN 52 140 886 166) and its successors and assigns or any person acting on behalf of and with the authority of the Owner.
Note: Global Hire and Service Pty Ltd is a fully owned subsidiary of Height 4 Hire Pty Ltd.
- d) **“Plant”** means machinery or equipment and includes all accessories and other attachments, as described on quotes, invoices or any other paperwork provided by the Owner to the Hirer.
- e) **“Site”** means the place where the Owner’s Plant is to be operated.
- f) **“Sundry Charges”** means the costs of incidentals associated with the hire of the Plant including, but not limited to environmental levies, fuel, cleaning and any other incidental costs that may be incurred by the Owner relating to the Hirer’s use of the Plant.
- g) **“Third-Party”** means a third-party company who the Owner may hire machines from to fulfill an order of the Hirer.
- h) **“Work”** means the operating of plant by the Hirer.

2. INTERPRETATION

2.1 In this Agreement, unless otherwise inconsistent with the context:

- a) A reference to a person includes any other associated legal entity.
- b) A reference to a legal entity includes a person or persons.
- c) Words importing the singular number include the plural number.
- d) Words importing the plural number include the singular number.
- e) A reference to a party includes the party’s heirs, executors, successors and permitted assigns.
- f) Clause headings are for reference only and should not be used in interpretation.
- g) Where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning.
- h) A reference to a month means a calendar month.
- i) A reference to a business day means any day in which trading banks are open for business in Queensland; and
- j) If any period specified in this Agreement expires on a day which is not a business day, the period shall expire at the end of the next business day.

3. WARRANTIES AND ACKNOWLEDGEMENTS

3.1 The warranties contained in this clause are in addition to any warranties implied by law. Each of the warranties will be read and construed as a separate and independent warranty and will not be limited by reference to each other. All warranties will be valid at all times during the Hire period and will be continuing warranties which will survive the termination or expiration of this Agreement.

3.2 The Hirer warrants and acknowledges to the Owner that as at the date of this Agreement and for its duration:

- a) The particulars in respect of the Hirer as contained in this Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission.
- b) It has the legal right and power to enter into this Agreement.
- c) The execution, delivery and performance of this Agreement by the Hirer has been duly and validly authorised by all necessary corporation action on its part.
- d) This Agreement is a valid and binding Agreement on the Hirer, enforceable in accordance with its terms.

- e) The Hirer is not insolvent and no controller has been appointed over any part of its assets and no such appointment has been threatened;
- f) The Hirer is not bankrupt or in liquidation or administration and no proceedings have been brought or threatened for the purpose of bankrupting or winding up the Hirer; and
- g) The Hirer acknowledges that the Hirer has inspected the Plant and as a result of that inspection the Hirer is satisfied as to the condition, safety and roadworthiness of the Plant and the Plant’s fitness for the Hirer’s purpose.

4. CREDIT ACCOUNT FACILITY

4.1 A credit facility is available on request. The Owner will require the Hirer to complete a credit application form before a credit account is considered. The granting of the account is subject to payment terms of strictly 30 days from month end.

5. NON-ACCOUNT HIRERS

5.1 Where the Hirer does not hold a credit account, payment of the Hire Period must be made in advance and before the Plant is delivered to the Hirer.

6. QUOTES

- 6.1 The Owner may give the Hirer a quote specifying the Plant required to fulfil the Hirer’s instructions and an estimate of the Owner’s charge for the hire of such Plant.
- 6.2 All quotes are valid as per the duration stated on the quote provided to the Hirer and if not stated for a period of 30 days.
- 6.3 Should the Hirer make changes to the terms of the original quote this will constitute a variation and the Hirer shall indemnify the Owner from any additional cost incurred.

7. THE OWNER OWNS THE PLANT

- 7.1 Subject to clause 7.2, the Hirer acknowledges that the Owner owns the Plant at all times and in all circumstances the Owner retains title to the Plant.
- 7.2 The Hirer acknowledges that from time-to-time the Owner may hire or lease the Plant from a third-party hire company (“third-party”) and in that event the title to the Plant remains with the third-party. The Hirer agrees, upon reasonable notice, to allow the Owner to arrange for the third-party access to the location where the Plant is located for the purpose of inspecting the plant.

8. DELIVERY

- 8.1 Freight charges for delivery and collection of Plant, and waiting times and delays caused by the Hirer will be charged to the Hirer.
- 8.2 The Owner shall use its best endeavours to have the Plant delivered by the agreed time, but the Owner will not be liable to the Hirer for late delivery, non-delivery or any loss or damage occasioned to the Hirer for such late or non-delivery.

9. LOCATION OF OWNERS PLANT

9.1 The Hirer shall not in any way part with possession, relocate the Plant nor reassign the hire contract, without the prior written consent of the Owner.

10. HIRE PERIODS

- 10.1 The hire shall commence from the time and date the Plant leaves the premises of the Owner until the Owner is notified by the Hirer that the Plant is available for collection, at which time the Hirer will be given an “off-hire” number as verification that such notification has been received.
- 10.2 In the event of insufficient notice being given (outside normal business hours), then the Hirer shall be responsible for the safe keeping of the Plant until such time as the Owner can arrange transportation within reasonable working hours.

11. HIRE RATES

- 11.1 The daily rate is based upon the Plant being hired for a maximum hire period of 8 hours. If used in excess of 8 hours per day an additional charge will apply. (example: Sixteen hours equals 2 days, twenty-four hours equals 3 days). This shall also apply to weekend hire.
- 11.2 The weekly rate is based on the Plant being hired for a maximum of 5 days or 40 hours unless otherwise specified or at the discretion of the Owner when the operation of the Plant exceeds 8 hours per day.

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- 11.3 Work performed on weekends, statutory or gazetted public holidays shall attract an extra charge to allow for overtime costs.
- 11.4 Rates are available on application to the Owner's office during normal business hours.

12. HIRE CHARGES

- 12.1 The Hirer shall pay the Owner on completion of the hire period:
- the Owner's current hire price rates.
 - all hiring charges including sundry charges and any other amounts payable in accordance with these terms and conditions of hire within the time specified in the quote or Hire Agreement.
 - travelling time charges from depot to depot, assessed according to time and distance involved. Where applicable freight charges shall also be payable by the Hirer.
 - any loss or damage to the Plant, the whole or part of the cost of replacement or repair of the Plant; and
 - the amount of tolls, levies offences (traffic/parking) or like charges paid or payable by the Owner to any government body in respect of use of the Plant.

13. DRY HIRE

- 13.1 The Owner must be notified immediately of Plant failure (for any reason whatsoever). The Owner may determine not to charge hire during the time the Plant is unserviceable unless such condition is due to negligence or misuse on the part of or attributed to the Hirer. Such notification does not absolve the Hirer from its obligation to safeguard the Plant.
- 13.2 The Hirer shall, upon completion of the Hire, return the Plant in equal order (reasonable wear and tear excepted).
- 13.3 The Hirer shall at all times exercise due care that the Plant is not driven or operated by any person not duly authorised under all relevant laws, by-laws and regulations to be driving or operating such Plant for the purpose and within the capacity for which it was designed to be used. The Hirer shall take all reasonable precautions to prevent bodily injury or damage to property and comply with all statutory obligations and by-laws and regulations imposed by any Public Authority for the safety of persons and property as though the Hirer was the Owner.

14. THE HIRER'S RESPONSIBILITIES

- 14.1 The Hirer shall:
- pay all government stamp duty on hiring agreements.
 - pay any applicable government charges and improvisations.
 - ensure that the Plant is properly secured, stored, maintained and kept in good working order.
 - be responsible for any loss or damage to the Plant and/or accessories if such loss is caused by the negligence of the Hirer or any persons under his control.
 - Not use the Plant for any illegal purpose and comply with any applicable laws and regulations with respect to the Plant.
 - not alter, make any additions to deface or erase any identifying mark, plate or number on or in the Plant or in any other manner interfere with the Plant.
 - be responsible for any loss or damage resulting from lack of lubrication, maintaining correct fluid levels in lead acid batteries or other normal servicing of the Plant.
 - service, clean and maintain the Plant in good repair and condition, reasonable wear and tear expected. This includes supplying all fuel, oil and greases necessary for the operation, service and maintenance of the Plant. Failure to maintain the Plant during the hire period and/or return it in a clean state will incur additional cost to the Hirer; and
 - immediately inform the Owner of any loss, damage, destruction or theft of the Plant or any accidents involving the Plant.
- 14.2 The Hirer shall be responsible for following all safety requirements related to the hire of the Plant including, but not limited to ensuring that:
- at all times, competent persons are in charge of operating any Plant that is hired ("the Operator").
 - the Operator completes daily safety checks of the Plant.

- any operator of the Plant completes appropriate training and holds the appropriate qualifications, prior to operating the Plant.
- for any Boom Type Plant with a boom length of 11 metres or more, the operator holds a current High Risk Work Licence to Operate a Boom-Type Elevating Work Platform (Boom Length 11 metres or more); and
- all Operators and persons working with the plant have and use appropriate PPE including safety harnesses.

- 14.3 The Hirer must, when requested by the Owner, provide copies of any relevant licence, insurance policy or cover, qualification, certificate or similar. The Hirer acknowledges and agrees that if it fails to provide the requested documentation to the Owner, the Owner may in its absolute discretion, terminate this Agreement.

NOTE: THE HIRER MUST ALWAYS ADVISE THE OWNER IF ANY FURTHER INSTRUCTION IS REQUIRED TO SAFELY OPERATE THE PLANT. THIS IS THE HIRER'S RESPONSIBILITY BEFORE TAKING POSSESSION OF THE PLANT.

15. PAYMENT

- 15.1 The Hirer must pay the Owner the total owing within the time specified in the Owner's quote, Hirer Information/Payment Authorisation Form and/or Credit Application, and in the Owner's tax invoice.
- 15.2 The Owner may charge interest at a rate of two percent (2%) above the commercial lending rate of the Westpac Bank calculated on a daily basis on amounts not paid within the Owner's accepted payment terms.
- 15.3 The Owner reserves the right to remove its Plant from the Site should the Hirer fail to pay any monies owing to the Owner by due date.

16. DAMAGES

The Hirer must pay to the Owner any costs, expenses or losses incurred by the Owner as a result of the Hirer's failure to pay to the Owner all sums outstanding as owed by the Hirer to the Owner including without limiting the generality of the foregoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

17. PRIVACY

- 17.1 The Hirer hereby authorises the Owner to collect, retain, record, use and disclose commercial and/or consumer information about the Hirer, in accordance with the Privacy Act 1988 and subsequent amendments, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Owner, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.
- 17.2 The Owner may give information about the Hirer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Hirer's credit file. This information may be given before, during or after the provision of credit to the Hirer and will be in accordance with the Privacy Act 1988 and subsequent amendments.

18. LOSS, DAMAGE OR BREAKDOWN

- 18.1 The Hirer is responsible for any loss or damage to the Plant while the Plant is in the Hirer's possession irrespective of how that damage or loss occurred (reasonable wear and tear expected).
- 18.2 In addition to any other obligations of the Hirer pursuant to the terms of this Agreement, if there is a breakdown of the Plant, the Hirer shall inform the Owner immediately so that the Owner can determine whether the plant needs to be returned to the Owner or can be repaired onsite by the Owner.
- 18.3 The Hirer is responsible for any charges associated with the breakdown of the Plant caused by the Hirer whether through negligent conduct or otherwise.

19. TUNNEL INSURANCE

Should the Owner give permission for the Plant to be used in a tunnel construction site, then the cost of appropriate insurance cover will be the responsibility of the Hirer.

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20. DAMAGE WAIVER AND INDEMNITIES

- 20.1** Damage Waiver is not insurance but is an agreement by the Owner to limit the liability of the Hirer in certain circumstances for loss, theft or damage of hired Plant up to the relevant excess for the Plant.
- 20.2** Unless the Hirer provides to the satisfaction of the Owner evidence of insurance cover of at least \$375,000 for the Plant while in the Hirer's possession (or other amount as agreed to in writing between the Owner and the Hirer), the Owner will take out damage waiver in respect of the Plant at the Hirer's cost.
- 20.3** Unless notified to the contrary, the cost of damage waiver is 12.5% of the plant hire charges (not including the transport and other charges including sundry charges).
- 20.4** The Hirer acknowledges that any damage waiver taken out by the Owner in respect of the Plant will not extend to cover any loss or damage resulting from the Hirer's failure to comply with the obligations outlined in clause 20.2.
- 20.5** The Hirer is liable for all excess and other costs associated with any insurance claim in relation to the Plant and must meet any shortfall in repair or replacement of the Plant following payment of any amount received under the insurance, including any loss suffered by the Owner as a result of not being able to hire out the Plant.
- 20.6** The damage waiver excess for each Plant is subject to change from time-to-time, but currently is \$2,000 or 1.5% of the market value replacement cost of the Plant.
- 20.7** Even if a Hirer has paid for the damage waiver, the damage waiver does not cover loss, theft or damage:
- Resulting from any breach of this Agreement by the Hirer.
 - Caused from any misuse, abuse, negligent acts or omissions, mysterious disappearance, or wrongful conversion by the Hirer or any person entrusted with the Plant by the Hirer.
 - For any Plant left in an unsecured area.
 - Resulting of the Plant being used in any violation of any laws.
 - Caused by the Hirer's failure to use the plant for its intended purpose or in accordance with the Owner's or Manufacturer's instructions.
 - Caused by overloading the Plant or any components thereof.
 - To tyres.
 - Caused by a Plant being submerged in water caused by flooding, where the machine was left in an area where rising flood water would submerge the machine.
 - To the motor or other electrical equipment or components within the Plant cause by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical equipment; or
 - Caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid etc.
- 20.8** The Hirer acknowledges that the Plant shall be at the sole risk of the Hirer and the Owner will not be liable for any Claim the Hirer may incur or that may arise from any cause whatsoever including any fault or other defect in the Plant.
- 20.9** The Hirer agrees to use, operate and possess the Plant at the Hirer's risk. The Hirer agrees that the Owner will have no responsibility or liability for any loss or damage to any property of the Hirer. To the full extent permitted by law, the Hirer releases and discharges the Owner and its agents and employees from:
- All claims and demands on the Owner.
 - Any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees whether by way of death of, injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise arising directly or indirectly from or incidental to a breakdown of or defect in, the Plant or their use, operation, repair, maintenance or storage (whether occasioned by the negligence of the Owner or otherwise) or which may otherwise be suffered or sustained in, upon or near the Plant.

20.10 The Hirer assumes liability for and indemnifies and will keep indemnified, the Owner and its directors, agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise and of whatsoever kind and nature (including claims based upon strict liability in tort):

- Arising out of or alleged to arise out of the delivery, selection, purchase, acceptance or rejection, ownership, possession, use, repair, maintenance, storage or operation of the Plant and by whomever used or operated the Plant (except where used by the Owner or any person on behalf of the Owner); or
- Incurred by the Owner in respect of any loss of the Plant by seizure, distress, and execution or other legal process, confiscation or forfeiture of the Plant.

20.11 The indemnities and assumptions of liability contained in this clause 20 will continue to have full force and effect notwithstanding the termination of this Agreement whether by expiration of time or otherwise.

21. LIABILITY

21.1 Non-excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on the Hirer in relation to the provision of Plant and of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").

21.2 Disclaimer of Liability

The Owner disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Hirer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Owner for a breach of a Non-Excludable Right is limited, at the Owner's option to supplying Plant as contracted or refunding the price paid for such Plant.

21.3 Notwithstanding any other provision of these terms and conditions, the Owner is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Hirer for:

- any increased costs or expenses.
- any loss of profit, revenue, business, contracts or anticipated savings.
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the failure of the Owner to supply or delay in supplying the Plant.

22. FORCE MAJEURE

22.1 The Owner will have no liability to the Hirer in relation to any loss, damage or expense caused by the failure of the Owner to supply the Plant as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of the Owner's normal suppliers to supply necessary parts or any other matter beyond the Owner's control.

23. SECURITY AND CHARGE

23.1 The Hirer hereby charges all property, both equitable and legal, present or future of the Hirer in respect of any monies that may be owing by the Hirer to the Owner under the terms and conditions or otherwise and hereby authorises the Owner or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Hirer at any time.

24. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

24.1 In this clause, the following words have the respective meanings given to them in the PPSA: Financing Statement, Financing Change Statement, Proceeds, Register, Security Agreement, Security Interest and Verification Statement.

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24.2 The Hirer acknowledges and agrees:

- a) that these Terms & Conditions constitute a Security Agreement that creates a Security Interest in all Plant (and Proceeds):
(i) previously supplied by the Owner to the Hirer.
(ii) to be supplied in the future by the Owner to the Hirer.
b) that the Security Interest created by these Terms & Conditions is a continuing Security Interest in all Plant (supplied now or in the future by the Owner to the Hirer) and Proceeds, which will operate (despite any intervening payment or settlement of account) until the Owner has signed a release.
c) to waive its rights in relation to the sections listed in subsection 115(1) of the PPSA (or as otherwise amended), which will not apply (to the extent, if any, mentioned) to the Security Agreement created by these Terms & Conditions.

24.3 The Hirer undertakes to:

- a) keep all Plant free of any charge, lien or Security Interest except as created under these Terms & Conditions and not otherwise deal with the Plant in a way that may prejudice any rights of the Owner under these Terms & Conditions or the PPSA.
b) sign any further documents and provide any further information (which must be complete, accurate and up to date in all respects) that the Owner may require to:
(i) register a Financing Statement or Financing Change Statement in relation to a Security Interest on the Register.
(ii) register any other document required to be registered by the PPSA; or
(iii) correct a defect in a statement referred to in clause 24.3(b) (i) or 24.3(b) (ii);
c) indemnify, and upon demand reimburse, the Owner for all fees (including actual legal fees on a solicitor/own client basis), costs, disbursements and expenses in:
(i) registering and maintaining a Financing Statement or Financing Change Statement on the Register or releasing any Goods charged thereby; and
(ii) enforcing or attempting to enforce the Security Interest created by these Terms & Conditions.
d) not register, or allow to be registered, a Financing Statement or a Financing Change Statement in respect of the Plant or Proceeds in favour of a third party, without the prior written consent of the Owner; and
e) immediately advise the Owner of any material change in its business details (including, but not limited to, its trading name, address, facsimile number) or business practices.

25. TERMINATION

25.1 Without prejudice to any other remedies the Owner may have against the Hirer, and notwithstanding the period of hire mentioned, the Owner may terminate this Agreement:

- a) upon giving to the Hirer 2 days written notice of termination at any time during the period of hire.
b) without notice if the Hirer shall have a winding up petition presented against it, or be wound-up or go into voluntary liquidation or if a receiver is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business; or
c) without notice if the Hirer shall commit any breach of this Agreement.

25.2 Subject to clause 25.1(a) upon termination the Owner shall be entitled, without notice, to take possession of the Plant, for which purpose the Hirer hereby irrevocably appoints the Owner as its agent for collection and licenses the Owner to enter any land or premises of the Hirer or under its control upon which the Plant is situated at the time of termination.

25.3 The Hirer acknowledges that if the Owner has hired Plant from a third-party in accordance with Clause 7.2, that if the Owners agreement with the third-party terminates during the term of this agreement, unless otherwise agreed by the third-party this agreement will automatically terminate and the third-party may immediately recover possession of the Plant from the Hirer.

26. AMENDMENT

26.1 These terms and conditions may be changed by the Owner from time-to-time by the Owner giving notice of the amendment to the Hirer. Notice is deemed to have been given when any of the following occurs:

- a) The Owner sends notice of the amendment to the Hirer at any address (including email address) supplied by the Hirer; or
b) The Owner publishes any amended terms on their website.

27. GENERAL MATTERS

27.1 Severability

Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

27.2 Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the State of Queensland and all disputes arising between the Hirer and the Owner will be filed in the Brisbane Registry of the Court of competent jurisdiction.

28. ENTIRE AGREEMENT

28.1 This Agreement comprises the entire agreement between the Owner and the Hirer. No additional terms and conditions (including any terms provided in any purchase Order by the Hirer) apply to the hire of the Plant unless agreed to in writing by the parties.

I/We agree to the terms and conditions of hire which I/we have read, understood and signed herein:

Signature.....

Signature.....