

HIRE AGREEMENT

1. Interpretation of words in this agreement:

Charges – All of the amount listed in clause 3.2

Commencement – The time of delivery to the Customer.

The Unit – The portable toilet, portable shower, portable urinal, trailer ensuite, transportable toilet block and ancillary equipment, or any other item supplied to the Customer by the Hirer.

Hire Fees – The amount referred to in clause 3.1

Hire Period – The period from commencement until the unit is returned to the Hirer.

NOTE TO CUSTOMER: you are responsible for the unit until:

- The Hirer takes actual possession thereof pursuant to Clause 2.5 or,
- The Hirer acknowledges in writing its actual resumption of possession of the Unit.

The Hirer – Packard Goose Pty Ltd, Trading as Crocodile Dunnee – Portable Toilet Hire.

The Customer – The person, Company or Organization hiring the Unit from The Hirer.

2. The Hirer's Obligations

The Hirer will:

- 2.1 Provide the Unit to the Customer clean and in good working order.
- 2.2 Arrange travel insurance. That insurance will NOT cover the Customer for any deliberate, malicious or negligent damage caused by the Customer, members of the Customers family, their servants or agents, or Invitees.
- 2.3 Subject to Clause 3.2 be responsible for repairing any damage to the Unit caused by the ordinary use of the Unit by the Customer.
- 2.4 Re-supply or repair of the Unit if it fails to operate properly.
- 2.5 Collect the Unit within 5 days of being requested to do so by the Customer.
- 2.6 Only the Hirer can remove all electrical leads and fittings.

3. Payment by the Customer to the Hirer

- 3.1 On or before commencement (or as provided in any Customer's Credit Application with the Hirer), the Customer will pay all the Hire Fees, as set out in the Hirer's invoice to the Customer.
- 3.2 Immediately upon request by the Hirer, the Customer will pay:
 - (a) The new list price of any Unit which is for whatever reason not returned to the Hirer (NOTE TO CUSTOMER: You are responsible for loss or theft of the Unit).
 - (b) All costs incurred in the cleaning of the Unit, only if the Customer has rendered the Unit excessively dirty in the Hirer's reasonable opinion.
 - (c) The cost of repairing any damage to the Unit caused by the negligence of the Customer or the Customer's Agent, or otherwise arising from any breach of this Agreement by the Customer.
 - (d) The amount not covered by the insurance referred to in clause 2.2.
 - (e) Stamp duties, Goods and Services Tax, and any other taxes or duties and all tolls, fines, penalties, levies or charges payable in respect of this Agreement and the hiring.
 - (f) All costs incurred by the Hirer in delivering and recovering possession of the Unit.
 - (g) A late payment fee calculated daily at 10% per month 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. Other obligations of the Customer

The Customer will:

- 4.1 It is the Customer's responsibility to ensure that there is sufficient space for the installation of any Unit ordered. If the Unit is delivered and there is not sufficient space for installation a fee of \$440.00 will be charged to cover costs.
- 4.2 Satisfy itself at commencement that the Unit/s supplied is suitable for it's purposes.
- 4.3 Operate the Unit safely. In strict accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by the Hirer or posted on or the Unit.
- 4.4 Indemnify the Hirer for all damage caused to persons and property in relation to the Unit and its operation and have insurance cover for any legal liabilities incurred as a result of using the Unit.
- 4.5 Ensure that all persons operating/using the Unit are suitably instructed in it's safe and proper use.
- 4.6 Comply with Occupational Health and Safety laws relating to the Unit and it's operation.
- 4.7 Fair wear and tear excepted; be absolutely responsible for any damage done to the Unit, whilst in their possession. And additionally must pay for any loss of income associated with downtime while the Unit is unavailable for rental due to said damage.

The Customer will NOT:

- 4.8 Tamper with, damage or attempt to repair the Unit.
- 4.9 Affix or allow to be affixed any double sided tape, gaffer tape, packaging tape, masking tape or like product in affixing any temporary signage. (A cleaning fee of \$10.00 per square centimeter will apply).
- 4.9 Affix or allow to be affixed anything whatsoever by whatever means to the Unit.
- 4.10 Remove any electrical leads, hose fittings or like accessories, being the property of the Hirer, from the Unit at the site of the Customer upon which the Customer has used the Unit.
- 4.11 Lose possession of the Unit.
- 4.12 Rely upon any representation relating to the Unit or its operation, other than those contained in this Agreement.
- 4.13 Dispose of or flush down the toilet of the Unit any sanitary product.
- 4.14 Move the Unit or allow his Agent nor any other person to move the Unit for any reason whatsoever, without the express permission of the Hirer. The cost of relocation of any Unit sited at per the Customer's instructions will be borne by the Customer.
- 4.15 Allow the introduction into the plumbing system in the Unit materials other than human waste, water, soap, shampoo, toilet paper, tissues and detergent. Specifically no sanitary items or like products shall be introduced into the plumbing system. Any costs involved in the repair/replacement of the macerator pump due to any of the mentioned items will be borne in entirety by the Customer.
- 4.16 The Customer will not claim and cannot recover from the Hirer compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or use of the Unit.

5. Breach of Hire Agreement by Customer

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

- 5.1 The Hirer shall be entitled to
 - (a) Terminate this Agreement
 - (b) Sue for recovery of the charges, and/or
 - (c) Repossess the Unit (and is authorized to enter the Customer's property to do so)
- 5.2 The Customer must pay for any repairs to the Unit despite Clause 2.4

6. No Warranties

All warranties and conditions are excluded to the full extent permitted by law and the Hirer's only obligation resulting from a breach by it of any condition or warranty is limited to the re-supply of the unit or to the repair of the Unit.

7. Disputes

If a dispute arises relating to this Agreement, the hiring or the use of the Unit (except in regard to payment of Charges), the parties agree to negotiate to settle the dispute before any litigation commenced.

8. Privacy

The Hirer will comply with the National Privacy Principles in all dealings with customers.

9. Notices

Unless otherwise notified and acknowledged in writing, any notice will be sufficiently served if posted to or left at the address supplied by the Customer.

10. No waiver or variation of the terms of this Agreement shall be of any effect unless and until the same has been acknowledged in writing by both the Parties hereto.

11. By allowing the Hirer access to the Customer's site, the Customer acknowledges that they accept the full terms of this Agreement.