

HIRE TERMS

These Hire Terms, together with any Hire Form (defined in clause 1(a), set out the agreement (this **Agreement**) under the terms of which you or Just Hire QLD which you represent (the **Customer, you**) will rent the Equipment from JH Equipment Pty Ltd (ACN 670 800 745) trading as Just Hire QLD ABN 62 670 800 745 (**Just Hire QLD, we, us, our**).

1 HIRE FORM, THIS AGREEMENT

- (a) These Hire Terms will apply to all the Customer's dealings with Just Hire QLD, including being incorporated in all agreements, quotations or orders under which Just Hire QLD is to rent Equipment and/or provide services to the Customer (each a '**Hire Form**') together with any additional terms included in such a Hire Form (provided such additional terms are recorded in writing).
- (b) The Customer will be taken to have accepted this Agreement if the Customer accepts a Hire Form, or if the Customer orders, accepts or pays for any Equipment and/or services provided by Just Hire QLD after receiving or becoming aware of this Agreement or these Hire Terms.
- (c) In the event of any inconsistency between these Hire Terms and any Hire Form, the clauses of these Hire Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Hire Form) will prevail over these Hire Terms to the extent of any inconsistency.
- (d) Capitalised words and phrases used in these terms and conditions have the meaning given to that word or phrase in the Hire Form or by the words immediately preceding any bolded and bracketed word(s) or phrase(s).

2 HIRE

Just Hire QLD provides to the Customer and the Customer accepts from Just Hire QLD the hire of the Equipment upon and subject to the provisions of this Agreement.

3 PRE HIRE

The Customer warrants that:

- (a) they provide Just Hire QLD with a copy of a valid form of photo identification, such as a driver's licence, passport or identity card, within 24 hours of confirming the booking;
- (b) they have read and understood any instructional materials or completed an induction session provided by Just Hire QLD;
- (c) they will ensure that any person collecting or taking delivery of the Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised; and
- (d) if it is collecting or returning the Equipment, it will tow the Equipment using a vehicle with a towing capacity of at least 3.5 tonnes (**Appropriate Vehicle**), and indemnifies Just Hire QLD against any loss or damage to the Equipment as a result of failing to use an Appropriate Vehicle.

4 EQUIPMENT USE

4.1 USE

- (a) The Customer must ensure that the Equipment is only used:
 - (i) in accordance with the Equipment manufacturer's requirements, recommendations and instructional materials provided to the Customer; and
 - (ii) in accordance with all laws, rules and regulations applicable to the Equipment.
- (b) The Customer must not, and must not allow any personnel or third party to:
 - (i) tow trailered Equipment with an unsuitable or unroadworthy vehicle or on unsealed roads;
 - (ii) tow trailered Equipment with a vehicle that is not an Appropriate Vehicle;

- (iii) tow trailered Equipment, if the driver is not the holder of a valid driver licence;
- (iv) tow trailered Equipment without an electric brake wired vehicle or a portable brake controller;
- (v) use the Equipment for any dangerous, hazardous or illegal purpose;
- (vi) use the Equipment on, in or under water in tidal areas;
- (vii) use the Equipment in connection with oil and/or gas exploration, rail line work, rail line construction, rail signal equipment construction and/or maintenance, demolition work, bridge work, underground work, stevedoring activities or any placing the Equipment on barges or other form of watercraft;
- (viii) use or allow the Equipment to be used to carry passengers for payment of any kind and/or for racing;
- (ix) make any alterations to the Equipment, including by unauthorised repair;
- (x) use or allow the Equipment to be used while the operator is under the influence of alcohol or drugs;
- (xi) use the Equipment when it is damaged or unsafe;
- (xii) affix or install any accessories, Equipment or device on or to the Equipment (other than the Included Attachments set out in the Hire Form) without Just Hire QLD's prior written consent; and
- (xiii) sub-hire the Equipment.

4.2 MAINTENANCE

- (a) The Customer must, when the Equipment is unattended, always keep it locked and keep the keys under their control.
- (b) The Customer is responsible for the performance and cost of daily maintenance and care of all Equipment in its possession.
 - (i) daily checking of all fluids (fuel, oil, water, battery levels etc);
 - (ii) general tightening of any loose nuts, bolts, belts or fittings; and
 - (iii) the lubrication of all grease points every day the Machine has been used.
- (c) If instructed by Just Hire QLD, the Customer must cover the Equipment with waterproof material in wet weather conditions.

4.3 OPERATOR

The Customer agrees that they are responsible for the acts and omissions of any other person they allow to use the Equipment.

4.4 FUEL

The Customer must:

- (a) ensure that the Equipment has a full tank of fuel when it is returned to Just Hire QLD, unless specified otherwise in the Hire Form;
- (b) only fill the Equipment with fuel of a type that meets the Equipment's specifications; and
- (c) if the Customer fails to comply with clause 4.4(a), promptly pay to Just Hire QLD the costs of refuelling the Equipment, at the Fuel Refill Rate for each litre of fuel required to refill the Equipment's tank.

4.5 PERSONAL PROPERTY

Just Hire QLD is not liable to any person for any loss of, or damage to, personal property that is left in the Equipment after its return to Just Hire QLD or stolen from the Equipment or otherwise lost during the Hire Term.

4.6 CLEANING

The Customer acknowledges that the Equipment is rented out in a clean condition. The Customer must return the Equipment in the

same state of cleanliness it was in on the Start Date (**Clean**). If the Equipment is not Clean upon return, Just Hire QLD may charge to the Customer the Cleaning Fees as set out in the Hire Form.

5 DELIVERY AND RETURN

- (a) Unless the Delivery Instructions state that Just Hire QLD is to deliver the Equipment:
 - (i) Just Hire QLD will leave the Equipment at the Pick Up Address at the Start Time on the Start Date; and
 - (ii) subject to clause 6, the Customer must, before the Return Time on the Return Date, return the Equipment to Just Hire QLD at the Return Address in the same condition as it was in at the Start Time on the Start Date.
- (b) If the Delivery Instructions state that Just Hire QLD is to deliver or collect the Equipment, Just Hire QLD will use its best endeavours to have the Equipment delivered or collected on time however Just Hire QLD is not responsible for any loss or damage suffered by the Customer in connection with:
 - (i) late or non-delivery or late collection. All timeframes for delivery and collection provided are estimates only; and
 - (ii) Just Hire QLD leaving the Equipment at the Pick Up Address.
- (c) If the Customer does not return the Equipment to the Return Address before the Return Time on the Return Date, the Customer must pay the Late Charge for each 24 hour period after the Return Time on the Return Date during which the Equipment has not been returned to Just Hire QLD.

6 EARLY RETURN

- (a) If the Customer returns the Equipment before the Return Date, the Customer will be liable for the full Fees as if the Equipment was in its possession from the Start Date until the Return Date, notwithstanding any early return of the Equipment.
- (b) Notwithstanding any other clause in this Agreement, Just Hire QLD may demand the early return of the Equipment to the Return Address, or retake possession of the Equipment, if Just Hire QLD reasonably suspects that:
 - (i) damage to the Equipment or injury to any person in connection with the Equipment is reasonably likely; or
 - (ii) the Equipment may be used for an unlawful purpose.

7 FAULTY EQUIPMENT

- (a) If the Equipment is faulty, breaks down or becomes unsafe to use during the Hire Term (**Breakdown**), the Customer must immediately:
 - (i) notify Just Hire QLD;
 - (ii) stop using the Equipment;
 - (iii) take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment;
 - (iv) take all steps necessary to prevent the Equipment from sustaining any further damage;
 - (v) not repair or attempt to repair the Equipment without Just Hire QLD's written consent; and
 - (vi) comply with Just Hire QLD's directions in relation to the return of the Equipment.
- (b) Subject to clause 7(b), if, upon inspection of the Equipment, Just Hire QLD determines that a Breakdown was:
 - (i) caused by a fault in the Equipment (not caused or contributed to by the Customer) (**Equipment Fault**) then Just Hire QLD will provide the Customer with a pro-rata refund of any Fees paid for the period of the Hire Term during which the Breakdown persisted; or

- (ii) not caused by an Equipment Fault, then the Customer will still be required to pay Fees in accordance with the Hire Form, as well as any cost required for a licenced mechanic to inspect the Equipment.

- (c) This clause 7 does not limit:

- (i) any of the Customer's rights under the *Competition and Consumer Act 2010* (Cth); or
- (ii) any rights or remedies Just Hire QLD may have access to in relation to a Breakdown, under this Agreement or otherwise.

8 LOSS AND DAMAGE

The Customer will be fully liable to Just Hire QLD for:

- (a) any loss or damage to the Equipment or any part of the Equipment (whether due to accident, theft or otherwise) during the Hire Term, or otherwise when the Equipment is in the Customer's possession, and must give reasonable notice to Just Hire QLD in writing of any such loss or damage; and
- (b) all damage to the property of any person which is caused or contributed to by the Equipment during the Hire Term, or otherwise when the Equipment is in the Customer's possession.

9 INCIDENTS AND INSURANCE

9.1 INSURANCE

- (a) The Customer acknowledges that Just Hire QLD may, in its discretion, hold insurances in relation to the Equipment but such insurances may not cover the Customer or the Customer's use of the Equipment and Just Hire QLD will have no obligation or requirement to insure the Customer's use of the Equipment under this Agreement. The Customer is strongly encouraged to take out adequate insurance to cover all potential liabilities that could arise from their use of the Equipment.
- (b) If Just Hire QLD notifies the Customer that it holds insurance in relation to the Equipment, or if the Customer has paid an Excess Reduction Fee, the Customer must not do or permit anything to be done which may make Just Hire QLD's insurance invalid or able to be cancelled or which may increase Just Hire QLD's insurance premiums.
- (c) Just Hire QLD reserves the right to apply any insurance policy it does hold in respect of the Equipment during the Hire Term, to damage or loss caused or contributed to by the Customer, however Just Hire QLD is under no obligation to. If Just Hire QLD chooses to make a claim under an applicable insurance policy in accordance with this clause in respect of any damage or loss during the Hire Term, the Customer will be required to pay any excess payable by Just Hire QLD in respect of such a claim.

9.2 INCIDENTS, LOSS AND DAMAGE

- (a) If the Equipment is involved in an accident or claim, damaged, destroyed, stolen or if damage or loss is sustained to the property of any third party in connection with the Equipment during the Hire Term, or otherwise when the Equipment is in the Customer's possession (**Incident**), the Customer:
 - (i) must promptly report the Incident to the local police (if required by applicable law);
 - (ii) must report the Incident to Just Hire QLD in writing within one business day;
 - (iii) must, if such damage, destruction or theft is covered by and compensated to Just Hire QLD under an insurance policy, pay the relevant excess amount to Just Hire QLD, as well as any other reasonable costs that Just Hire QLD incurs in relation to such damage, destruction or theft;
 - (iv) must not, without Just Hire QLD's prior written consent, make or give any offer, promise of payment, settlement, waiver, release or

	admission of liability in relation to the Incident, except as required by applicable law;
(v)	must, if requested, permit Just Hire QLD or its insurer bring, defend, enforce or settle any legal proceedings in the Customer's name in relation to the Incident; and
(vi)	must, if requested, provide to Just Hire QLD, within a reasonable time, any statement, information or assistance which Just Hire QLD or its insurer requests, including by attending a lawyer's office or a court to give evidence.
10	PAYMENT
10.1	FEES
	The Customer must pay the Fees to Just Hire QLD in the amounts and at the times set out in the Hire Form or as otherwise agreed in writing.
10.2	PAYMENT METHOD
	The Customer must pay Fees using the payment method specified in the Hire Form.
10.3	GST
	Unless otherwise indicated, amounts stated in a Hire Form do not include GST. In relation to any GST payable for a taxable supply by Just Hire QLD, the Customer must promptly pay the GST subject to Just Hire QLD providing a tax invoice.
10.4	CARD SURCHARGES
	Just Hire QLD reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
10.5	PAYMENTS OTHER THAN FEES
	Immediately on request by Just Hire QLD, the Customer will pay:
(a)	the price of any Equipment which is for whatever reason not returned to Just Hire QLD;
(b)	the full cost of repairing any damage to the Equipment caused or contributed to by the Customer;
(c)	all costs incurred by Just Hire QLD in delivering and recovering possession of the Equipment; and
(d)	any expenses and legal costs (including commission payable to a commercial agent) incurred by Just Hire QLD in enforcing this Agreement due to the Customer's default.
11	OWNERSHIP, POSSESSION AND TITLE
11.1	OWNERSHIP
(a)	The Equipment is and will at all times remain the property of Just Hire QLD, notwithstanding delivery of the Equipment to the Customer or the possession and use of the Equipment by the Customer.
(b)	The Customer will not have any right, title or interest in or to the Equipment except as expressly set out in this Agreement.
11.2	POSSESSION
	The Customer must not, without Just Hire QLD's prior written consent, part with possession of the Equipment during the Hire Term.
11.3	ENCUMBRANCES
	The Customer must not allow any security interest, encumbrance, charge or lien of any kind to arise or remain in relation to the Equipment, including a repairer's lien.

12	LIABILITY, WARRANTIES AND INDEMNITIES
12.1	LIABILITY
	To the maximum extent permitted by Law, Just Hire QLD's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:
(a)	is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the <i>Competition and Consumer Act 2010</i> (Cth)); and
(b)	is limited, insofar as it concerns other liability, to the total money paid to Just Hire QLD under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).
12.2	WARRANTIES
(a)	To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.
(b)	Nothing in this Agreement is intended to limit the operation of the Australian Consumer Law contained in the <i>Competition and Consumer Act 2010</i> (Cth) (ACL). Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
12.3	INDEMNITIES
	The Customer indemnifies Just Hire QLD from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
(a)	the casual maintenance, use, storage or operation of the Equipment during the Hire Term or otherwise when the Equipment is in the Customer's possession;
(b)	injuries to or deaths of persons and damage to property in connection with the Equipment during the Hire Term or otherwise when the Equipment is in the Customer's possession;
(c)	any breach of this Agreement by the Customer; or
(d)	any negligent, fraudulent or criminal act or omission of the Customer or its personnel.
13	TERMINATION
13.1	TERMINATION BY JUST HIRE QLD
	Just Hire QLD may terminate this Agreement in whole or in part immediately by written notice to the Customer, if the Customer is in breach of any term of this Agreement.
13.2	TERMINATION BY THE CUSTOMER
(a)	The Customer may terminate this Agreement in whole or in part by written notice to Just Hire QLD.
(b)	If the notice under clause 13.2(a) is after the Start Date, the Customer will not be entitled to any refund subject to clause 4.1(a) or unless the Equipment is not of an acceptable quality in accordance with the ACL.
13.3	EFFECT OF TERMINATION
	Upon termination of this Agreement, the Customer must promptly:
(a)	pay any payments required by Just Hire QLD in respect of the period of the Hire Term prior to the date of termination; and
(b)	subject to any contrary direction given by Just Hire QLD, deliver the Equipment and any other goods included in a Hire Form to the Return Address.

13.4 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

14 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

15 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out [on the cover page / in the key details] and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

16 GENERAL

- (a) **(Governing law and jurisdiction)** This Agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (b) **(Amendments)** This Agreement may only be amended in accordance with a written agreement between the parties.
- (c) **(Waiver)** No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (d) **(Severance)** Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.
- (e) **(Joint and several liability)** An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- (f) **(Assignment)** A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (g) **(Entire agreement)** This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

16.2 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);

- (b) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) **(this Agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (d) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (e) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
(adverse interpretation) no provision of this Agreement will be interpreted adversely to a party because that party