

1. DEFINITIONS AND INTERPRETATION

- a) In these terms and conditions:
- “Agreement”** means this document and the terms and conditions contained herein which shall apply to each and every transaction conducted between You and Us.
- “Bailee”** means You to whom possession of the Equipment is entrusted by Us without transferring ownership of the Equipment.
- “Equipment”** means items which You purchase or hire from Us and which are listed on the front page of the Hire Agreement and/or delivery docket and/or Invoice as well as any tools, accessories, attachments, parts, manuals, instructions, packing and transportation materials left with You, and any substitute and replacement Equipment. For the purposes of this Agreement the Equipment shall be deemed to be owned by Us whether owned by Us or not.
- “Futile Delivery”** means an attempted delivery or collection of the Equipment by Us at a time and/or location of Your direction when there has been no one available to facilitate the delivery or collection of the Equipment.
- “Hire Agreement”** means any document issued by Us to You bearing that name, or any other document issued by Us to You purporting to identify goods and/or services, including but not limited to the Equipment, provided by Us to You, and such document shall be conclusive proof that the goods or services so itemised were in fact provided to You.
- “Hire Charges”** means those charges specified by Us to You from time to time as provided for under [clause 2](#) of this Agreement.
- “Hire Period”** means the period specified in any Invoice, Hire Agreement or other document identifying the time period for which Equipment is on hire to You and to which the Hire Charges will apply.
- “Invoices”** means any document issued by Us to You bearing that name, or any other document issued by Us to You setting out an amount of money due to Us for the supply of goods, services or any other charge provided for under this Agreement, and specifying a time within which payment by You must be made to Us.
- “Minimum Hire Period”** means a period of hire which has been specified as the minimum term for which Equipment will be hired and a charge will be applied to Your use of the Equipment for the entirety of that Period regardless of whether You in fact retain the Equipment for the full Minimum Hire Period.
- “PPS Act”** means the Personal Property Securities Act 2009 (Cth) (as amended) and **“PPSA”** means the PPS Act and any other legislation and regulations in respect of it. The following words in clauses [12\(a\)\(i\)\(14\)](#), [20](#) and [21](#) have the respective meanings given to them in the PPS Act: collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.
- “Sales Price”** means that price specified for sale of Equipment by Us to You as provided for under [clause 2](#) of this Agreement.
- “We/Us/Our/Ours”** refers to and means Instant Access Australia Pty Ltd (ABN 20 001 872 500).
- “You/Your/Yours”** refers to the person, firm, organisation, partnership, corporation, trust or other entity hiring or purchasing Equipment, or obtaining services, from Us, as named in the Credit Application or the Hire Agreement (where You do not hold a Credit Account). The reference to “You” includes any employees, agents and contractors.
- b) Nothing in this Agreement is to be interpreted against a party solely because the party put forward this Agreement or any part of it.

2. PRICES AND HIRE CHARGES

- a) Hire Charges and Sales Prices shall be as specified by Us from time to time.
- b) We may vary Hire Charges at any time. Varied Hire Charges shall apply from the time We notify You of them.
- c) All Hire Charges and Sales Prices are GST exclusive unless specifically identified otherwise by Us in writing.
- d) You will be liable for the reasonable costs of any and all consumables provided by Us and used by You during the Hire Period.
- e) You will be liable for stamp duty, GST and all other applicable taxes, duties, levies, penalties and any other government charges imposed on this Agreement or in respect of goods or services supplied during the Hire Period.
- f) You will be liable for and all delivery and collection charges associated with the hire or sale specified on any Hire Agreement or Invoice issued by Us, including Futile Delivery charges.
- g) You will be liable for expenses incurred by Us as a result of a breach by You of any of Your obligations under this Agreement.
- h) Unless otherwise agreed in writing, Hire Charges will commence from the day of delivery of the Equipment, or the day of completion of installation if effected by Us until termination of the Hire Period in accordance with [clause 16](#) or [17](#) unless stated otherwise on our Quotation.

3. ORDERS

- a) We shall have no obligation to accept any order from You.

- b) You agree that: -
- i) Each order placed by You shall be deemed to include a representation that:
- (1) You are solvent and able to pay your debts as and when they fall due; and
 - (2) You unequivocally acknowledge and agree that this Agreement (as may be amended from time to time by Us pursuant to [clause 23](#)) is expressly incorporated into each and every transaction arising from such an order.
- ii) When an order is placed by You, You shall inform Us of any facts which might reasonably affect any decision of Ours to accept the Order and/or grant credit to You. Any failure by You to do so, shall be deemed to create an inequality of bargaining position, resulting in the taking advantage of Us and to be unconscionable, misleading and deceptive.
- iii) From the time of placing the order, You are obliged to accept goods and services supplied under that order and pay all Invoices issued by Us in accordance with this Agreement.
- c) Without prejudice to any other rights that We may have in this Agreement, You shall indemnify Us for any loss, damage, or expense that We incur should You cancel or refuse to accept any order or part of any order.

4. DELIVERY

- a) All delivery dates specified, either by You or Us, are given in good faith and are estimates only. We shall use our reasonable endeavours to ensure that the Equipment is available and provided to You within the time frame requested. However, such delivery dates shall not be binding upon Us. We shall not be liable for any loss or damage caused by any delay to You, or any party claiming through You. You will not be entitled to reject the Equipment due to such delay.
- b) You shall notify Us in writing of any shortages in quantity of Equipment delivered or of any defect in any such Equipment within 7 days of delivery. If You fail to notify Us within 7 days, then after that time the making of any claim will be absolutely and totally barred, and You will not be entitled to make any claim on Us relating to shortages or defects in quality in the Equipment delivered.

5. ADDITIONAL CHARGES

- a) You shall be liable for and pay:
- i) administration charge that will apply to all Invoices, being a charge that will apply for additional administration that is not part of the standard invoicing procedure; and
 - ii) Any environmental or other charge that may be imposed upon Us because of providing the goods or services subject to this Agreement including any charges associated with any Carbon Tax howsoever described.
 - iii) Charges for any consumables supplied by Us to You, including but not limited to fuel, oil, lubricants, air filters, ply wood, single use bolts, screws and anchors in accordance with the charges specified on any of Our Hire Agreements and/or Invoices;
 - iv) Charges for any transport of the Equipment to and/or from Your premises or any place You require the Equipment to be delivered in accordance with the charges specified on our Hire Agreement and/or Invoices;
 - v) You shall be liable for a Futile Delivery charge, at the same rate as quoted for delivery/pick up, if We attend a location at Your direction to either deliver or pick up the Equipment but are unable to do so due to no fault of Ours.

6. CLAIM FOR PAYMENT

- a) All Invoices issued pursuant to this Agreement are claims for payment under the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building and Construction Industry Security of Payment Act 2002 (VIC), the Building and Construction Industry Payments Act 2004 (QLD), the Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry (Security of Payment) Act 2009 (ACT), the Building and Construction Industry Security of Payment Act 2009 (TAS), and/or the Construction Contracts (Security of Payments) Act 2009 (NT), and will be endorsed as such.

7. TERMS OF PAYMENT

- a) Unless otherwise agreed in writing by Us, You will pay the full amount of the Sale Price or the Hire Charges and all other charges for the estimated Hire Period in cash upon delivery or, where we install the Equipment, upon completion of the installation. If the Hire Period continues beyond the estimated Hire Period, You will pay all ongoing charges weekly in advance. We may render Invoices to You at the commencement or completion of the Hire Period or periodically throughout the Hire Period. If you provide us with credit card details as part of establishing an account or Cash On Delivery (COD) facility, You

- unreservedly and irrevocably consent to Us debiting any subsequent charges to the credit card, of which You have provided details.
- b) Your failure to submit a purchase order number to Us, if this is required by Our internal processes, shall not relieve you of your obligation to pay Our Invoice in strict compliance with this Agreement.
- c) The only discounts available to You shall be those agreed in writing by Us. If You breach any of the conditions of this Agreement, then any discount on any unpaid Invoice is automatically revoked and the full price is payable for all Hire Charges, or Sales Prices (as the case may be) from that time onwards.
- d) If You do not pay any amounts due by the due date, or any credit card for which you have provided details is not honoured by any financial institution (declined) then:
- i) You will be liable to pay a late payment administration charge of \$30, to compensate for our time and effort in dealing with the late declined fee including but not limited to generation of reports, preparation and sending of letters re-issuing of invoices and making direct contact with you; and
 - ii) Interest calculated at the rate of 10% per annum, compounding daily and calculated each month, on the outstanding balance, from the date of invoice and this interest charge may be imposed both prior to, and after, entry of any judgement against You; and
 - iii) You will indemnify Us for all expenses and costs (including but not limited to internal administration fees, legal fees (on a solicitor own client basis), debt recovery fees, mercantile agent fees and charges, bank dishonour fees and charges, search and service fees and charges, registration fees and enforcement costs of any description whatsoever) incurred by Us on a full indemnity basis in seeking recovery against You, as a result of Your failure to pay any amount due to Us under this Agreement by the due date.
- e) A statement in writing signed by any director, secretary or credit manager of Ours of the amount due or owing by You as at the date mentioned in such statement shall be conclusive evidence that such amount is due and owing without it being necessary to produce any ledgers, books or vouchers or the like, to verify the extent of Your indebtedness to Us.
- f) You agree that any credit agreement between Us and You shall be terminated immediately on the happening of any act of default on Your part. Until full payment is received by Us, You shall be deemed to be a Bailee of the Equipment for and on behalf of Us, and We shall be absolutely entitled to all the rights and remedies of a bailor in respect of the Equipment.
- g) Further:
- i) You will be liable for a weekly Hire Charge which will be charged for the duration of the project.
 - ii) Hire Charges will commence when the Equipment leaves our depot and the Equipment will remain on hire until such time as the Equipment has been dismantled at Your request and returned to our depot.
 - iii) The weekly Hire Charge, for which You will be liable, incorporates down time during installation, dismantling and re-installation and final dismantling of all Equipment, public holidays and inclement weather.
 - iv) We cannot be held responsible for delays in delivery, installation, relocation, dismantle or collection of scaffold due to inclement weather or industrial disputes not related to Us.
 - v) We will endeavour to comply with labour commitments as outlined, however, We will not be held liable for lost hours due to inclement weather or industrial disputes by other parties. The estimated Hire Period may be extended due to these circumstances and You will be liable for these charges.
 - vi) Timings may vary due to light and conditions and the requirement for re-location of materials.
 - vii) The labour prices in Our quotation are based on a normal 5 day work week, Monday to Friday and 8 hour days being between 7.00am and 3.30pm. Any work required to be conducted outside these times including public holidays, is an additional charge, for which You will be liable, at the overtime rates specified in the quotation.
 - viii) If the project is delayed by inclement weather all labour, site, vehicle & living away allowances and costs will be charged as an additional charge, for which You will be liable.
 - ix) In the event of the postponement or cancellation of any order, You will be liable to pay Us compensation for all expenses incurred. We will submit a claim for this compensation on Your order number supplied. This liability is in addition to the amounts in the quotation.
 - x) In the event of any waiting time or delays arising through no fault of Ours, You will be liable for extra costs in addition to the contract quotation charged at the hourly rate as set out in the quotation, if no such rates are not set out in a quotation, then hourly rates will be charged at our usual hourly rates applicable at the time. We will submit a claim for this extra charge on Your order number supplied.
- h) PARTNERSHIP
- i) If You enter into this Agreement as a partner, You warrant that:
 - (1) you do so with the full approval of all the partners,
 - (2) each partner freely agrees to the entry into this Agreement; and
 - (3) that all partners have agreed to be bound jointly and severally by this Agreement.
- h) TRUSTEE CAPACITY
- i) If You are the trustee of a trust (whether disclosed to Us or not), You warrant to Us that You:
 - (1) Enter into this Agreement in both your capacity as trustee and in Your personal capacity, and by the signing of this Agreement You Personally Guarantee any and all debts that the Trust may incur to Us.
 - (2) Have the right to be indemnified out of trust assets; and
 - (3) Will not retire as trustee of the trust or appoint any new or additional trustee without advising Us; and
 - (4) If You do so retire, or otherwise cease to be a trustee, You will remain personally liable for the debts of the trust, until a new trustee has given a personal guarantee of a similar nature and extent, which is to Our satisfaction and has been accepted in writing by Us or otherwise until You are released from such personal liability by Our Chief Executive Officer in writing.
- ## 8. PROVISION OF CREDIT AND CREDIT APPROVAL
- a) We may grant you credit on any terms or subject to any conditions in our sole discretion.
 - b) Unless otherwise approved in writing by Us, Our credit terms are strictly 30 days from date of Invoice for all account customers.
 - c) Requests for refunds and/or credit notes will not be acknowledged, nor considered for processing, unless submitted in writing within 14 days of Invoice date. You hereby acknowledge that failure to submit such a request within 14 days will absolutely and totally bar You from making any such claim and all of Your rights to such a claim will be forever and absolutely forfeited.
 - d) From time to time We may review any Credit Account We have granted to You without notice.
 - e) We may, in Our absolute and unfettered discretion, decide to withdraw credit for any reason, including but not limited to:
 - i) if Your circumstances change,
 - ii) You fail to make payments on time; or
 - iii) You fail to use the Equipment in accordance with the terms of the Hire Agreement.
 - f) If we withdraw credit You may terminate this Agreement immediately by giving Us written notice. However, if You do so You must:
 - i) pay amounts that were subject to credit in accordance with the terms on which that credit was provided; and
 - ii) pay all amounts due to Us under any Hire Agreement, including Hire Charges and any additional charges, until the Equipment is back in Our custody and possession.
- ## 9. EQUIPMENT REMAINS OUR PROPERTY
- a) This [clause 9](#) operates subject to [clause 10](#).
 - b) Unless sold to You, the Equipment remains Our property and Your rights to use the Equipment are as Bailee only.
 - c) Except in the specific circumstances provided for in [clause 10\(a\)\(ii\) below](#), neither the payment of compensation nor any other circumstances or event shall amount to or result in the transfer of title or property or any other interest in the Equipment to You.
 - d) We may inspect the Equipment at any time. You shall admit or procure our admission to the premises where the Equipment is situated.
 - e) You hereby irrevocably grant to Us, Our agents and servants, leave and license, without the necessity of giving any notice, to enter upon and into any premises occupied by You to search for and remove any Equipment. In exercising such rights:
 - i) We will not in any way be liable to You or any party claiming through You.
 - ii) If the Equipment is wholly or partially attached to or incorporated in any other goods or Equipment, We may sever the attachment in any way whatsoever as may be necessary to remove the Equipment.
 - iii) You will be responsible for Our costs and expenses in exercising Our rights.
 - f) We may issue proceedings to recover all outstanding indebtedness to Us in respect of any amounts owing to Us notwithstanding that ownership in the Equipment may have passed to you.
- ## 10. SALE OF EQUIPMENT
- a) If we sell either second hand or new Equipment to You, then You acknowledge that;

- i) You bear the risk for loss or damage to the Equipment from the time the Equipment leaves Our premises and You are responsible for all freight and insurance costs.
 - ii) Until We have been paid the Sales Price in full without deduction and there are no monies owing by You to Us in respect of the supply of the Equipment or for any other reason whatsoever, title does not pass to You and You shall hold the Equipment as Bailee for Us and store the Equipment separately from Your own goods. Any funds You may receive from the sale of the Equipment shall remain Our property and be held in a separate bank account in trust on Our behalf, until You have paid to Us all amounts owing on the Equipment.
 - iii) The Sales Price shall be payable by You to Us as if it constituted Hire Charges in accordance with this Agreement.
 - iv) We may repossess the Equipment (and enter any premises where it is located to do so) if You do not pay any money owing to Us when due and we may re-sell or hire the Equipment that has been repossessed.
- b) For the avoidance of any doubt, the entirety of this Agreement shall apply to any sale of Equipment by Us. In the event of such a sale, the terms of this Agreement which refer to a hire arrangement shall be read as referring to a sale arrangement unless it is readily apparent from the context of the relevant provision that it has no application to a sale arrangement.

11. LOSS OF, DAMAGE TO, AND CONTAMINATION OF HIRED EQUIPMENT

- a) If the Equipment is lost stolen, contaminated, or damaged during the Hire Period, and until the Equipment is collected by Us after the issue of an off-hire number, You will be liable:
 - i) For any costs incurred by Us in repairing, replacing or cleaning the Equipment;
 - ii) For any other costs whatsoever incurred by Us because of the loss, theft, damage or contamination to the Equipment; and
 - iii) The hire charges which shall continue to accrue and be invoiced, until the Equipment is returned to service.
 - b) If the Equipment You hire is lost, breaks down or is damaged or contaminated, You must notify Us immediately of the details of the loss, breakdown, damage or contamination.
 - c) If the Equipment breaks down or becomes unsafe, You must stop using it immediately and You must take all necessary steps to prevent injury to any person and all property as a result of the condition of the Equipment. You MUST not repair or attempt to repair the Equipment without Our consent.
 - d) We undertake to take reasonable steps to promptly repair damaged or faulty hired Equipment or substitute or replace it, but, We will not be liable if We elect not to repair, replace or substitute the Equipment.
 - e) If the faulty condition or loss of the Equipment is caused other than by Our negligence, or breach of any of the terms of this Agreement, You will pay Us for the cost of all repairs and pay Hire Charges until the Equipment is repaired, and if the damage is irreparable or if the Equipment is lost, You will pay Us the full new replacement cost of the Equipment, as well as all Hire Charges until such time as the replacement Equipment enters Our hire fleet.
 - f) If we are required by any relevant authority, or are requested by You or We decide to salvage the Equipment then You must pay Us the salvage costs.
 - g) Should, any area in which We are instructed by You to install, or work on Equipment, or the Equipment itself become contaminated with toxic products, including, but not limited to, Asbestos or Lead based paint, it is Your responsibility to ensure that the area and all Equipment in the area is free of contamination before any work is to commence. All contaminated Equipment will stay on hire, and You must pay the Hire Charges arising, until a certificate is issued by an industrial hygienist certifying the Equipment as having been cleaned and free from contaminants. You must accept and arrange for the disposal, at Your cost, of any filters, parts, components or other consumables or the like removed from the Equipment due to contamination, or, in our reasonable opinion, is at risk of contamination due to your actions. You will also pay Us for the cost of replacement of such filters, component, parts consumables or the like so disposed of including the labour charges associated with removal and replacement of said contaminated filters, parts, components, or the like.
- (4) Clean the Equipment thoroughly when You finish using it and before its return to, or collection by, Us. If we, in our absolute discretion, determine, that You have breached the obligations under this clause 12 in any way, We may at Your expense, clean and/or repaint the Equipment.
 - (5) Not allow any other person or entity to use or have possession of the Equipment during the Hire Period.
 - (6) Operate the Equipment safely and strictly in accordance with all laws, only for its intended use, and in accordance with the manufacturer's instructions.
 - (7) Ensure persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current certificate of competency and/or are licensed to install, use or dismantle it.
 - (8) Display, maintain and draw attention to all safety signs and instructions (as required by law), as well as ensuring that instructions are observed and signs are not removed or defaced.
 - (9) Ensure that all persons operating the Equipment wear suitable clothing and protective Equipment as required or recommended by the manufacturer, Us or a workplace safety regulator.
 - (10) Ensure that no persons operating the Equipment are under the influence of drugs or alcohol.
 - (11) Conduct a site hazard assessment prior to using the Equipment at the site.
 - (12) Ensure that during the Hire Period, and until the Equipment is collected by Us, after the issue of an off-hire number, that the Equipment is stored safely and securely and is protected from theft and seizure.
 - (13) Use the Equipment in a skillful and proper manner.
 - (14) Not sell, assign, mortgage, sublet, lend, part with possession of all or any part of the Equipment or otherwise deal with any of it, or let any other person use, dispose or otherwise deal with any of it, in any way which is inconsistent with Our rights of ownership and this Agreement, nor remove the Equipment from the site to which it was delivered by Us, without Our prior written consent.
 - (15) Not allow any plates or marks affixed to the Equipment, whether in position at the time of commencement of the hire or subsequently affixed thereto by Us during the Hire Period to be damaged, obliterated, defaced or covered up.
 - (16) Unless otherwise agreed in writing by Us, ensure the provision of all traffic control as and when required at Your cost.
 - (17) Unless otherwise agreed in writing by Us, ensure the availability of any crange as and when required at Your cost.
 - (18) Where we are to install the Equipment, before You ask Us to start erecting the Equipment, You must ensure that the site is cleared and ready for the installation of the Equipment and that the foundations upon which We are to install the Equipment are suitable in every way to safely carry the Equipment and the load to be put on it without subsidence. You are liable to Us for, and must indemnify Us against, any loss, costs or damages that We may suffer or incur due to Your failure to comply with this obligation.
 - (19) Regardless of who is to install the Equipment, You will be fully responsible for the safekeeping of the Equipment and must comply at Your own expense with all laws, ordinances and regulations that may affect the Equipment while it is in Your possession or being used by You including but not limited to, any Workplace Health and Safety laws.
 - (20) Not install any of the Equipment or affix it to any land or buildings in such a manner as to make it legally a fixture forming part of the freehold.
 - (21) Supply all site facilities for Our staff to utilise whilst on site including, but not limited to, site shed, washing facilities, toilet facilities and road barricading.
 - (22) Ensure all licences, permits, approvals and associated systems and paperwork are in place prior to commencement of the job.
- b) In regard to any Statutory obligations:
- i) Where You install the Equipment, You must install it in accordance with the requirements of the law. While We, by Our servants or agents may advise You on Our understanding of legal requirements, We accept no responsibility to acquaint You with them. We accept no responsibility for advice that We may give You about those requirements including if that advice is given negligently. You are responsible to fully acquaint Yourself with those requirements.
 - ii) You agree to give any local or other authorities all necessary notices of Your intention to install a scaffold or use any part of the Equipment and pay all fees in connection therewith. You shall obtain and keep in force any licenses, permits or authorisations needed to use the Equipment and in particular, but without limiting

12. HIRER'S OBLIGATION

- a) You must always
 - i) In respect of all plant and Equipment,
 - (1) Pay Us all Hire Charges and additional charges which You are liable to pay by the due date.
 - (2) At Your expense, clean, fuel, lubricate and provide daily maintenance for the Equipment and keep it in good and substantial repair and condition and not damage the paintwork.
 - (3) Be responsible for all flat and/or damaged tyres.

the generality of the foregoing, if You install the Equipment You must ensure that the installation is effected by a person with the necessary qualifications to do so.

- iii) All scaffolds from which a person or object could fall a distance of greater than 4 metres, must be installed by a suitably qualified and ticketed person. Please consult Our Branch from which Your hire originated for further details.
- iv) Daily, Weekly or Monthly scaffold inspections (as required, depending upon local statutory requirements) are Your statutory obligation. We will carry out inspections for the updating of Scaffoldtag, and the issue of a new Hand Over Certificate, charged at the hourly rate as set out in the quotation, (if no such rates are not set out in a quotation, then hourly rates will be charged at our usual hourly rates applicable at the time), if You have chosen to engage us to undertake this work. If you have engaged us to conduct these inspections You must notify Us in writing at least two weeks before the scheduled inspection date, if You no longer wish us to conduct such Inspection. Failure to give such notice will result in you being charged for the Inspection at the rates quoted.
 - (1) You will be liable for charges on an hourly basis for travel time to and from site and time on site.
 - (2) You will be liable for the rectifications costs of any non-conformance of scaffold identified during the inspection, such rectification costs will be charged at an hourly rate, in addition to any charge for replacement of lost damaged or stolen Equipment.

13. RELEASE AND INDEMNITY

- a) Except as provided in [Clause 14](#), You assume all risk of loss, damage or injury to persons or property by reason of the condition of the Equipment or the use, management, control or operation thereof and You release Us from and indemnify Us against all claims, loss, damage, liability or injury sustained by Us, or any of Our contractors, agents or employees whether the claim is made by You, a third party or any of Our employees, contractors or agents, arising in any way out of this Agreement including Your use of the Equipment whether caused by Our negligence or the negligence of Our agents, contractors, employees, or otherwise.
- b) Where the letters "NR" (meaning "Not Required") appear adjacent to goods itemised on the front of any Hire Agreement and/or delivery docket and/or Invoice You acknowledge that We considered that those goods should be used with the Equipment, and that We informed You of this, but You declined to hire them from Us, and by doing so, You warrant that You have made proper arrangements to meet those obligations. Without limiting the generality of [Clauses 12 and 13\(a\)](#), We accept no responsibility if these goods were in fact required by law to be used in the installation or use of the Equipment and You did not use them with the Equipment or during the installation of the Equipment.
- c) We will not be liable to You or to Your servants or agents for any damages, suits actions, claims and demands of every description whatsoever and however arising directly or indirectly from representations, warranties, terms and conditions, expressed or implied (except in so far as statutory conditions and warranties cannot be excluded by any relevant legislation), use, maintenance, transport, operation of the Equipment or otherwise and whether resulting from Our negligence or Our servants or agents or otherwise.
- d) Notwithstanding any other provision of this Agreement, we shall have no liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to you for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss. Otherwise, our maximum aggregate liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to you is limited to the Hire Charge.

14. WARRANTIES

- a) To the extent which any law permits, all conditions, terms and warranties which are not expressly contained in this Agreement are hereby excluded. Our liability under any conditions and warranties implied by law shall be limited to the cost of resupplying the Equipment (and if the Equipment is for hire, for the same period as the Hire Period described in this Agreement) including the cost of any installation provided for in this Agreement. You may not make any claim against Us for the loss of profit, consequential or indirect damage or loss to any property of injury to any person arising from any breach of any implied conditions and warranties.
- b) Additionally, in respect of any Scaffold hire, where We are to install the Equipment, subject to [clauses 12\(a\)\(i\)\(19\) and 12\(b\)\(ii\)](#), We warrant that We will install it in accordance with the requirements of law.

15. DAMAGE WAIVER (applicable only in respect of Elevating Work Platform (EWP) hire)

- a) Upon payment of a damage waiver fee, in addition to the Hire Charge, You will be responsible (up the 10% of the current full replacement value of the Equipment) for the cost of repairs and/or replacement of the

Equipment due to loss or damage occurring during the Hire Period (which Hire Period for the purposes of this clause 15, includes until the Equipment is collected by Us after the issue of an off-hire number). We will be responsible for any additional costs once you pay the first 10% of the current full replacement value of the Equipment.

- b) Damage Waiver is not, and is not offered as, a policy of Insurance, and should not be treated by You as such.
- c) This clause in no way entitles You, or implies the availability of compensation from Us for any liability incurred by You in relation to the Equipment.
- d) This clause will not continue to operate after the termination of this Agreement unless an extension is granted in writing by Us and an additional damage waiver fee is paid by You.
- e) This clause will not apply to loss or damage arising from:
 - i) Breach of any laws or regulations relating to the use of the Equipment;
 - ii) Misuse, abuse, wilful or malicious use, negligent, careless or reckless use, overloading, exceeding rated capacity, or improper servicing of Equipment;
 - iii) Loss or damage by whatever cause to tools and/or accessories supplied with the Equipment including but not limited to hoses, drills, bits, leads, tyres and tubes, and harnesses;
 - iv) Lack of lubrication or non-compliance with maintenance requirements, that could reasonably be expected of You under this Agreement;
 - v) Disregard of instructions given to You by Us or the manufacturer in respect of the proper use of the Equipment or a breach of this Agreement;
 - vi) Theft of the Equipment;
 - vii) Failure to reasonably secure the Equipment against theft;
 - viii) Damage to the Equipment during transit (including while on any wharf, bridge or over water);
 - ix) Glass breakage or exposure to corrosive substances or erosion or earth movement;
 - x) Damage to electric motors or tools caused by unsuitable leads and/or leads being too long;
 - xi) Damage to Equipment paintwork;
 - xii) Flat or damaged tyres;
 - xiii) Loss of the Equipment;
 - xiv) Loss or damage due to mysterious disappearance;
 - xv) Loss or damage caused by misappropriation or wrongful conversion;
 - xvi) Use of the Equipment on an off-shore oil rig or underground;
 - xvii) Damage caused to the Equipment, arising from the Equipment being lifted or elevated by any means including but not limited to by crane, or forklift.
- f) The damage waiver fee will be automatically added to the Hire Charges and will appear on the Invoice issued to You.
- g) You are not required to pay a damage waiver fee if You produce to Us a Certificate of Currency for an appropriate policy of insurance for damage to or arising from the hire of the Equipment in an amount not less than the full new replacement cost of the Equipment.
- h) Where You have elected to maintain Your own Insurances, We require that any Certificate of Currency relating to the renewal of those insurances by You must be given to Us at Our request and in any event not later than 7 days after the expiry date of the previous Certificate of Currency.

16. TERMINATION

- i) We may immediately terminate this Agreement or any other agreement between Us and You, either verbally or in writing if You do not make all payments on the due date; do not fulfil all of Your obligations hereunder; become bankrupt or insolvent or enter into any Deed of Arrangement or composition with Your creditors, or suffer execution to be issued against You, or being a Company if You go into liquidation.
- j) If We do terminate this Agreement, or any other agreement between Us and You, You forfeit all money already paid to Us; we may repossess the Equipment and for that purpose, enter any premises where the Equipment may be; and we can recover from You any money You have not paid and any damages we suffer as a result of Your breach of these conditions.

17. TERMINATION OF HIRE

- a) We may at any time and in Our sole discretion immediately terminate the Hire Period either verbally or in writing whereupon You shall immediately make the Equipment available to Us for collection.
- b) You may terminate the Hire Period by:
 - i) Delivering the Equipment during normal working hours to Our Branch from which the hire originated.
 - ii) Notifying Us that the Equipment is available for collection, provided that You keep the Equipment safe and secure until collection by

Us, and You must pay the charges on the Invoice for transportation of the Equipment back to Our branch. When notifying Us that the Equipment is ready for collection You must obtain an "off hire" number, failing which You will be taken not to have notified Us that the Equipment was ready for collection, Hire Charges will continue to accrue (until either We do in fact provide You with an "off hire number" or pick up the Equipment, whichever is the earlier) and you will be liable to pay these charges.

- c) Subject only to [Clause 11\(e\)](#) of these conditions, if at the time of return by You or collection by Us the Equipment is in an unsatisfactory state in breach of these conditions, the Hire Period shall be deemed to continue, and Hire Charges at the pre-existing rate will be charged to You, until the Equipment is in a state that is reasonably satisfactory to Us. We will at Your expense take all reasonable steps to put the Equipment into a satisfactory state as soon as practicable after return or collection.
- d) Upon termination of the Hire Period We may take possession of the Equipment and for this purpose You irrevocably appoint Us as Your agent and authorise Us to enter upon any premises where the Equipment is situated or where We have any reason to believe that the Equipment may be situated and to disconnect, dismantle and remove the Equipment whether or not it is affixed to land or premises, connected to property or Equipment not owned by Us, in use by You or any other person or containing property not owned by Us. If the Equipment contains any property not owned by Us, We shall store that property for a period of 14 days from the termination of the Hire Period and You will be liable for reasonable storage fees. If the property is not collected at the expiry of 14 days after the termination of the Hire Period, You irrevocably appoint Us Your agent and authorise Us to sell the property if We wish.

18. INSURANCE AND RISK

- a) You must at Your expense maintain all appropriate policies and insurance in respect of the Hired Equipment including but not limited to insurance for damage to or arising out of the hire of Equipment in an amount not less than the full new replacement of the Equipment, except if You have taken the benefit of the damage waiver option pursuant to [clause 15](#), (those policies need not cover the loss or damage specified in [clause 15](#)); and
- b) For third party and public liability risks in respect of the hire or use of the Equipment by You in an amount not less than \$10 million.
- c) Risk but not title in the Equipment, regardless of whether the Equipment is sold or hired to You, will pass to You immediately upon:
- i) Delivery by Us, Our agents or contractors to any location nominated by You regardless of whether any person has accepted delivery of the Equipment on Your behalf. A delivery receipt signed by Our employee, agent or contractor purporting to have effected delivery of the Equipment, will be conclusive evidence of the Equipment being delivered to You for this [clause 18](#); or
- ii) Where You have arranged for pick-up of the Equipment, upon Your driver agreeing to take delivery of the Equipment, wherever it may be located. We shall not be liable for any costs, loss or damage, howsoever arising, which occurs during the loading of the equipment upon Your drivers' vehicle.

19. ADDITIONAL SCAFFOLD ACCEPTANCE TERMS AND CONDITIONS:

- a) **Validity**
- i) Unless expressly withdrawn by Us, any price quoted will remain valid for 30 days from the date of the quotation, subject always to the works remaining in accordance with the scope of works set out in Our quotation.
- b) **Requirements prior to work commencing:**
- i) We must be in receipt of a copy of Our quote Acceptance Terms and this Agreement signed by You, prior to Us commencing any work for You.
- ii) The commencement date of any quoted works will be subject to availability of scaffold components.
- iii) Please allow a minimum of four (4) weeks from acceptance of Our Quote by You, to allow for drawings, preparation of safe work method statements and mobilisation of Equipment.
- c) **Credit Terms:**
- i) A current credit application must be submitted and approved prior to commencement of work, where You do not have a current credit account with Us in accordance with [clause 8](#).
- ii) If you have an existing credit account with us and:
- (1) It has not been used for 12 months or more; or
- (2) The works under the quotation will exceed your current approved credit limit;
- Then You will be required to submit a new credit application and have the account re-approved before work may commence.
- d) **Scope of works:**
- i) The entire scope of works is encompassed by the quotation provided to you under this Agreement.

- ii) Any variations, alterations and/or additions will an additional charge for which You will be liable. These additional works will not be carried out until We are in receipt of written authorisation for the variation from You.
- iii) You will be liable, for both labour and Hire Charges associated with time in excess of the estimated Hire Period, provided that any such delay is not entirely Our fault.
- iv) All quotations do not cover loss, damage or cleaning of the Equipment, if required, for which You will be liable.
- v) All quotations are based on the site, and access to the site, remaining clear of any obstacles. Any obstacles or other hazards introduced to the area requiring additional labour to erect, relocate or dismantle the scaffold will incur an additional charge for which You will be liable.
- vi) If the Equipment is dismantled by You, You will be liable for a time on site labour charge (at the rate specified in our quote) for any time spent by Us loading, collecting and unloading (whether in Our yard or elsewhere) the Equipment.
- vii) Where any quote supplied, or Your supply request, specifies a particular material for use, or several materials are identified, then by You signing this Agreement, or by otherwise indicating acceptance of our Quote, You are taken to be fully aware of the technical limitations of any said materials and in thereby specifying a material to be used You are warranting that the material is properly suited and sufficient to Your needs. If the material so chosen does not prove to be sufficient for Your purposes then any rectification or replacement of the said material is a variation to the original Agreement. All work associated with removal and replacement or reinstatement will be charged at hourly labour rates as specified in the quote in addition to an additional charge for the supply of the replacement material, You must pay this additional charge.
- viii) The quantity of Equipment has been calculated to be installed by Our scaffolders. We will not be held responsible for any variances in Equipment requirements arising due to installation by persons other than Our scaffolders.

e) Engineering requirements and intellectual property

- i) Should any Engineering Works be required including but not limited to:
- (1) calculations ,
- (2) drawings, or diagrams,
- (3) site inspections,
- (4) assessments
- (5) certifications; or
- (6) supervision,
- then You will be liable for our charges (which shall include an administration fee of a minimum of 30% on top of the external charge to us) relating to the provision these Engineering Works in addition to any other charges or costs that You may be liable for under the quotation and this Agreement.
- ii) Where there is a requirement, whether in law, or according to Our reasonable assessment of the circumstances, for an assessment and certification of the load bearing capacity of any area upon which the Equipment is to be installed, then You must arrange and pay for that certification to be undertaken by an appropriately qualified and experienced competent person, and provide to Us a copy of that certification prior to any work being commenced. If we are required to arrange such certification a fee will be chargeable to You.
- iii) We own and at all times retain the intellectual property, copyright and moral rights in any and all drawings, plans and design ideas supplied in all quotations. Any and all drawings and design ideas may not be disclosed, disseminated or provided to any third party without the express written permission of Our Chief Executive Officer. In the event that We are not awarded the work the subject of a quotation, then You must return all drawings, plans and design ideas to Us and destroy all copies of same, and You may not utilise the drawings, plans or design ideas for the work the subject of this quotation, nor allow any third party to use the drawings, plans or design ideas supplied by Us. If you do use any such intellectual property as identified under this [clause 19\(e\)\(iii\)](#), then you must pay us the full amount of our quotation as a reasonable estimate of our loss arising from your breach of this Agreement.

20. PERSONAL PROPERTY SECURITY ACT PPSA

- a) You consent to Us effecting and maintaining a registration on the Personal Property Security Register (PPSR) (in any manner We consider appropriate) in relation to any security interest contemplated or constituted by this Agreement in the Equipment, and the proceeds arising in respect of any dealing in the Equipment. You agree to sign any documents and provide all assistance and information to Us required to facilitate the registration and maintenance of any security interest. We may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). You waive the right to receive notice of a verification

statement in relation to any registration on the PPSR of a security interest in respect of the Equipment.

- b) You agree to pay Our reasonable costs of, and incidental to, entering and maintaining any relevant entries upon the PPSR and any costs associated with ongoing administration, including termination, or removal from the PPSR, of any security interest constituted or contemplated by this Agreement.
- c) You undertake to:
- i) do anything (in each case, including executing any new document or providing any information) that is required by Us
 - (a) so that We acquire and maintain one or more perfected security interests under the PPSA in respect of the Equipment and its proceeds, including registering security interest against another party if so directed by Us,
 - (b) to register a financing statement or financing change statement and
 - (c) to ensure that Our security position, and rights and obligations, are not adversely affected by the PPSA;
 - ii) not register a financing change statement in respect of a security interest contemplated or constituted by this Agreement without Our prior written consent; and
 - iii) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without Our prior written consent.
- d) 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:
- i) section 115(1) of the PPSA allows for the contracting out of provisions of the PPSA, the following provisions of the PPSA will not apply and You will have no rights under them:
 - (1) section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96;
 - (2) section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143;
- and
- ii) section 115(7) of the PPSA allows for the contracting out of provisions of the PPSA, the following provisions of the PPSA will not apply and You will have no rights under them:
 - (1) section 127;
 - (2) section 129(2) and (3);
 - (3) section 130(1);
 - (4) section 132;
 - (5) section 134(2);
 - (6) section 135;
 - (7) section 136(3), (4) and (5); and
 - (8) section 137.
- e) Unless otherwise agreed and to the extent permitted by the PPSA, You and We agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person requested by an interested person. You waive any right You may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
- f) For the purposes of section 20(2) of the PPSA, the collateral is Equipment including any Equipment which is described in any Hire Agreement, Hire Schedule or Invoice provided by Us to You from time to time.
- g) We may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Agreement in any way We determine in Our absolute discretion.
- h) You agree to notify Us in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.
- i) You acknowledge and agree that:
- i) pursuant to this Agreement you grant to Us a Purchase Money Security Interest (PMSI) in the Secured Property. For avoidance of doubt, the PMSI includes proceeds of sale of the Secured Property for the purposes of the PPSA.
 - ii) We may charge, mortgage or grant a security interest (a 'Security') in Our interest in this Agreement and/or the Equipment in favour of a third party ('Security Holder') without Your consent.
 - iii) The exercise of any rights by the Security Holder under a Security will not constitute a breach or default under this Agreement or otherwise entitle You to terminate, rescind or revoke this Agreement; and
 - iv) Your rights in respect of the Equipment are expressly subject and subordinated to the rights of the Security Holder (whether arising under the Security, at law or otherwise). Nothing in this Agreement will in any way limit, reduce, vary or otherwise qualify the rights of a Security Holder under or in connection with any Security, any other document connected with any Security or any Goods including the Equipment and the Security Holder will be entitled to exercise all of

its rights under or in respect of the Security to the same extent as if this Agreement had not been entered into;

- j) If a Security becomes enforceable:
- i) We may by notice to You terminate this Agreement and upon such notice Your right to possess and use the Equipment automatically ceases and You must surrender possession and control of the Equipment to the Security Holder or Us, notwithstanding that You may not be in breach or default of Your obligations under this Agreement; and
 - ii) the Security Holder may enter any premises where any of the Equipment is located to exercise any rights of Ours or the Security Holder under any Security, this Agreement or at law including, if the need arises, the right to remove the Equipment from the relevant premises. You agree to obtain all necessary consents from the owner, occupier and other interested persons (such as any mortgagee) of the relevant premises where the Equipment is located to enable the Security Holder and Us to do this; and

You acknowledge, including for the benefit of the Security Holder, that by entering into this Agreement We will be in breach of the Security unless You agree to the terms set out in clause 20(i)(i) to 20(i)(iv) inclusive.

21. SECURITY

- a) Except where clause 33 applies:
- i) as security for Your obligations and liabilities under this Agreement, You hereby charge for the due and punctual payment and performance of those obligations and liabilities, all of Your legal and equitable interest (both present and future) of whatsoever nature held in any and all real property;
 - ii) without limiting the generality of the charge in this clause, You agree, on Our request, to execute any documents and do all things necessary required by Us to register a mortgage security or other instrument of security over any real property and against the event that You fail to do so within a reasonable time of being so requested, You irrevocably and by way of security, appoint any credit manager or solicitor engaged by Us to be Your true and lawful attorney to execute and register such instruments;
 - iii) You will indemnify Us on an indemnity basis against all costs and expenses incurred by Us of any description, including but not limited to legal, search, service and registration fees, in connection with the preparation and registration of any such charge and mortgage documents; and
 - iv) You also consent unconditionally to Us lodging a caveat or caveats noting Our interest in any of Your real property.

22. SIGNING THIS AGREEMENT

- a) The person signing any document which forms part of the Hire Agreement for and on behalf of You hereby warrants that he or she has Your authority to enter into the Hire Agreement on Your behalf and grant the security interests in connection with it, and is empowered to bind You to the Hire Agreement and each security interest granted in connection with it.
- b) Except where clause 33 applies, the person signing this Agreement indemnifies Us against all losses, costs and claims incurred by Us arising out of the person so signing this Agreement not in fact having such power and/or authority.
- c) Any officer, employee or agent of Yours who signs this document or any receipt or other document in connection with the delivery or installation of the Equipment purportedly on Your behalf may be taken by Us as having the full authority to sign on Your behalf and You shall not repudiate such authority. Where this Agreement is signed on behalf of any corporation or alleged corporation, the person so signing warrants to Us that they have full authority to do so and those persons shall be personally liable under the provisions hereof should You deny You are the hirer of the Equipment or if that corporation shall not in fact exist.
- d) You are deemed to have accepted this Agreement upon a signature being affixed to this Agreement and returning it to Us. If the Agreement is unsigned, yet You or any Related Body Corporate engage Us to provide Equipment or any other goods or services, the Charges in any Invoice issued by Us to You are payable by You, and this Agreement will govern any such supply.
- e) By signing this Agreement if You hold the position of Director of the Company and sign the Agreement on the Company's behalf You accept liability jointly and severally both for the Company, and Yourself personally, for all debts incurred by the Company.

23. PRECEDENCE AND VARIATION

- a) These conditions shall replace and supersede all other terms and conditions of trading, if any, previously in force between You and Us, and no variation of these conditions shall bind either party unless confirmed by Us in writing.
- b) The terms of this Agreement are expressly incorporated into every transaction between Us and You, whether that transaction is a Hire Agreement, Sale Agreement or some other transaction.

- c) Except where clause 33 applies, from time to time, We may need to vary this Agreement. If We intend to do so, We will give You 30 day's written notice and clearly set out Our proposed amendments. If You have reasonable grounds to believe the change will be detrimental to Your rights, You may terminate any existing Hire Agreement without penalty within 30 days of receiving Our written notice. Any order placed by You after any variation of this Agreement will be conclusive evidence of Your acceptance and agreement to be bound by the varied terms of this Agreement.
- d) Any other variation of this Agreement other than as contemplates by [clause 23\(c\)](#) above must be agreed in writing by You and Us.

24. ENTIRE AGREEMENT

This Agreement comprises the entire agreement between Us.

25. NO WAIVER OF RIGHTS

No waiver by either party of a breach or non-performance of any term, condition or obligation under this Agreement shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition or obligation. Any waiver must be in writing. Where a party consists of more than one person, their liabilities and the liabilities of their respective legal personal representatives shall be joint and several.

26. SEVERABILITY

If any of this Agreement or part thereof is unlawful, or becomes, or is found by a court of competent jurisdiction to be, void or unenforceable for any reason then that part shall be severed from this Agreement so that all parts which are not void or unenforceable shall remain in full force and effect and be unaffected by any severance of other parts.

27. ASSIGNMENT AND SUBCONTRACTING

We may assign or sub-contact Our rights and obligations under this Agreement without notice to You. You may not assign or subcontract Your rights and obligations under this Agreement, except with Our prior express written consent.

28. NOTICES

Any notice or Invoice required by this Agreement to be served may be served by Us by leaving it at or posting it to Your address as stated herein or last notified in writing by You to Us and shall be deemed to have been served at the time of leaving or, if posted, on the business day following the day of postage and any notice may be signed by a manager, director or solicitor of Ours on Our behalf.

29. NO MERGER ON TERMINATION

Termination of the Hire Period shall not affect any of these conditions that are expressed or implied to operate or have effect after termination of this Agreement. Termination shall be without prejudice to any right or action already given to You or Us in respect of any breach of this Agreement by the other party.

30. NO RELIANCE

You acknowledge that We have not (nor any person acting on Our behalf) made any representations or other inducements to You to enter into this Agreement and that You have not entered into this Agreement in reliance on any representation or inducements (including in relation to the use of the Equipment) except for those representations or inducements contained in this Agreement or any written quote provided by Us and accepted by You.

31. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

- a) You provide Your consent to Us for the collecting, using and disclosing of personal information about You for various purposes, including to:
- Our Related Bodies Corporate and/or other entities in the Instant Access Group; and
 - Banks, Financial Institution or credit reporting agencies for the purposes of assessing Your credit worthiness should You apply for any Credit arrangement with Us
 - Place your Personal Information upon the Personal Property Security Register where appropriate;
 - Supply the Equipment to You, and for the management of Your account
 - Communicate to You about the Equipment, which the We or Our partners or Related Bodies Corporate may provide to You; and
 - Implement these conditions.
- b) We will deal with Your personal information in accordance with the Privacy Act 1988 (Cth) as amended from time to time and Our privacy policy.

- c) Credit reporting bodies which We may provide information to and receive information from include :
- Veda Advantage, whose contact details and policies about management of credit related information can be found at <https://veda.com.au/contactus>
 - Creditcorp , whose contact details and policies about management of credit related information can be found at <https://creditcorp.com.au/contactus>
- d) Information about You may be included in reports that a credit reporting body provides to Us to assist Us to assess Your credit worthiness.
- e) If You fail to meet payment obligations, We may be entitled to disclose this failure, on Your part, to a credit reporting body
- f) You have the right to:
- access information from Us,
 - request that We correct the information,
 - make a complaint to Us,
 - request that We not use information for prescreening or direct marketing; and
 - request that We not use or disclose Your information if You reasonably believe that You have been or are likely to be a victim of fraud.

32. FORCE MAJEURE

- a) Subject to [clause 32\(b\)](#), neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.
- b) Nothing in [clause 32\(a\)](#) will limit or exclude Your responsibility and liability under any Hire Agreement for Equipment that is lost, stolen or damaged beyond fair wear and tear during the Hire Period, or has broken down or become unsafe to use as a result of Your conduct or negligence.

33. PROVISIONS OF THIS AGREEMENT EXCLUDED FROM CONSUMER CONTRACTS

- a) Where You are an individual acquiring goods or services wholly or predominantly for personal, domestic or household use or consumption, the following provisions of this Agreement will not apply for the purposes of Your Hire Agreement:
- [clause 21](#) (Security);
 - [clause 22](#) (Signing this Agreement); and
 - [clause 23](#) (Precedence and Variation).

34. CERTAIN PROVISIONS OF THIS AGREEMENT EXCLUDED FROM SMALL BUSINESS CONTRACTS

This Agreement is not intended to, nor will it, exclude any protections that may be afforded to a Small Business under the Australian Consumer Law (ACL) or other relevant legislation which may not be excluded. To the extent that any provision in this Agreement is contrary to, or inconsistent with, any protections afforded to a small business, as defined under the ACL, those provisions shall have no effect as regards any affected Small Business in its dealings with Us.

35. GOVERNING LAW

The laws of the state of New South Wales govern this Agreement and each party submits to the exclusive jurisdiction of the Courts of the State of New South Wales.