Cage Temporary Fencing - Terms & Conditions of Hire

Definitions

- "Cage" means Stephen Clint Eastwood ATF The Steve Eastwood Family Trust T/A Cage Temporary Fencing, its successors and assigns or any person acting on behalf of and with the authority of Stephen Clint Eastwood ATF The Steve Eastwood Family Trust T/A Cage Temporary Fencing.
- "Hirer" means the person/s or any person acting on 5. behalf of and with the authority of the Hirer requesting 5.1 Cage to provide the services as specified in any quotation, order, invoice or documentation, and:
 - (a) if there is more than one Hirer, is a reference to each Hirer jointly and severally; and
 - (b) if the Hirer is a part of a trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Hirer's executors, administrators, successors and permitted assigns.
- "Equipment" means all Equipment (including any accessories) supplied on hire by Cage to the Hirer (and 5.2 where the context so permits shall include any incidental supply of services such as delivery, erection, dismantling and pickup) or purchased by the Hirer. The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by Cage to the Hirer.
 "Minimum Hire Period" means the Minimum Hire Period 6.
- as described on the invoices, quotation, authority to hire, 6.1 or any other forms as provided by Cage to the Hirer.
- "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not 6.2 limited to "Personal Information" such as: name address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details) medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
 "Cookies" means small files which are stored on a user's
- computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Hirer does not wish to allow Cookies to operate in the background when ordering from the website, then the Hirer shall have the right to enable / disable the Cookies first by selecting the option to enable I disable provided on the website, prior to ordering 6.3 Goods via the website.
 "Price" means the cost of the hire of the Equipment (plus
- any GST where applicable) as agreed between Cage and the Hirer subject to clause 6 of this contract.
- "GST" means Goods and Services Tax as defined within "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

Acceptance

- The Hirer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Hirer places an order for, or accepts delivery of, the Equipment.
- These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Hirer and Cage.
- Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- The Hirer acknowledges and accepts that the supply of Equipment for accepted orders may be subject to availability and if, for any reason, the Equipment is not or ceases to be available, Cage reserves the right to 6.6 substitute comparable Equipment (or components of the Equipment) and vary the Price as per clause 6.2. In all such cases Cage will notify the Hirer in advance of any such substitution, and also reserves the right to place 6.7 the Hirer's order on hold until such time as Cage and the Hirer agree to such changes.
- Any advice, recommendation, information, assistance or service provided by Cage in relation to Equipment supplied is given in good faith is based on Cage's own knowledge and experience and shall be accepted without liability on the part of Cage, and it shall be the responsibility of the Hirer to confirm the accuracy and reliability of the same in light of the use to which the Hirer makes or intends to make of the Equipment or 6.8

Errors and Omissions

- The Hirer acknowledges and accepts that Cage shall, 7. without prejudice, accept no liability in respect of any 7.1 alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Cage in the formation and/or administration of this contract: and/or
 - (b) contained in/omitted from any literature (hard copy 7.2 and/or electronic) supplied by Cage in respect of the
- Equipment hire and/or/services.

 In the event such an error and/or omission occurs in 7.3 accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Cage; the Hirer 7.4 shall not be entitled to treat this contract as repudiated

Change in Control

The Hirer shall give Cage not less than fourteen (14) days prior written notice of any proposed change of

ownership of the Hirer and/or any other change in the Hirer's details (including but not limited to, changes in the Hirer's name, address, contact phone or fax 7.5 number/s, change of trustees or business practice). The Hirer shall be liable for any loss incurred by Cage as a result of the Hirer's failure to comply with this clause.

Authorised Representatives

The Hirer acknowledges that Cage (for the duration of the hire period) liaises directly with one (1) or more authorised representatives, and that once introduced as such to Cage, that person or persons shall have the full authority of the Hirer to order any Equipment and/or to request any variation thereto on the Hirer's behalf. The Hirer accepts that they will be solely liable to Cage for all 8.2 additional costs incurred by Cage (including Cage's profit margin) in providing any Equipment, services or 8.3 requested thereto by the Hirer's duly authorised representative.

In the event that the Hirer's duly authorised representatives as per clause 5.1 are to have only 8.4 limited authority to act on the Hirer's behalf then the Hirer must specifically and clearly advise Cage in writing of the parameters of the limited authority granted to their

Price and Payment

At Cage's sole discretion the Price shall be either;

- (a) as indicated on invoices provided by Cage to the Hirer in respect of Equipment supplied on hire; or
- Cage's quoted Price (subject to clause 6.2) which shall be binding upon Cage provided that the Hirer shall accept in writing Cage's quotation within thirty 8.5 (30) days.

Cage reserves the right to change the Price in the event of a variation to Cage's quotation. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the delivery site, safety considerations, additional Equipment, 9, required or as a result of any increase to Cage in the 9.1 cost of materials and labour) will be charged for on the basis of Cage's quotation and will be shown as variations on the invoice. The Hirer shall be required to respond to any variation submitted by Cage within ten (10) working days. Failure to do so will entitle Cage to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

At Cage's sole discretion, a deposit (in the form of a

bond) shall be required at the commencement of this contract, which shall be refunded to the Hirer by within thirty (30) days of the return of the Equipment, provided that the Hirer has complied with their obligations hereunder. The deposit may be used to offset any applicable charges payable by the Hirer under clause 18.2, and any outstanding balance thereof shall be due as per clause 6.4.

Time for payment for the Equipment being of the 10. essence, the Price will be payable by the Hirer on the 10.1 date/s determined by Cage, which may be:

- (a) by way of instalments/progress payments in 10.2 accordance with Cage's payment schedule;
- (b) thirty (30) days following the end of the month in which a statement is posted to the Hirer's address or address for notices:
- the date specified on any invoice or other form as being the date for payment; or
- (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Hirer by Cage.
 Payment may be made by cash, cheque, bank cheque,

electronic/on-line banking, credit card (a surcharge per transaction may apply) or by any other method as

agreed to between the Hirer and Cage.

The Hirer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be 10.4 owed to the Hirer by Cage nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST

In addition to the Price, the Hirer must pay to Cage an amount equal to any GST Cage must pay for any supply by Cage under this or any other contract for the hire of the Equipment. The Hirer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Hirer pays the Price. In addition, the Hirer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. Receipt by Cage of any form of payment other than cash

shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

Hire Period

Hire charges shall commence from the time the Equipment departs from Cage's premises and will continue until the return of the Equipment to Cage's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs.

Any extension to the hire period will be subject to additional costs based on a month-per-month basis with a minimum one (1) month extension. 11.
The date upon which the Hirer advises of termination 11.1

shall in all cases be treated as a full day's hire.

No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless Cage confirms special prior arrangements in writing. In the event of Equipment breakage provided the Hirer notifies Cage immediately, hiring charges will not be payable during the time the Equipment is not useable, 11.2

unless the condition is due to negligence or misuse on the part of or attributable to the Hirer

Off-hire receipts will only be issued when the Equipment has been either collected by Cage, or returned to Cage's 12. premises

Delivery

- Delivery ("Delivery") of the Equipment is taken to occur at the time that:
 - (a) the Hirer or the Hirer's nominated carrier takes possession of the Equipment at Cage's premises; or
 - (b) Cage (or Cage's nominated carrier) delivers the Equipment to the Hirer's nominated address even it the Hirer is not present at the address.
- At Cage's sole discretion the cost of Delivery is included 12.2 in the Price
- Cage may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.

Any time specified by Cage for Delivery of the Equipment is an estimate only and Cage will not be 13 liable for any loss or damage incurred by the Hirer as a 13.1 result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Equipment to be supplied at the time and place as was arranged between both parties. In the event that Cage is 13.2 unable to supply the Equipment as agreed solely due to any action or inaction of the Hirer, then Cage shall be entitled to charge a reasonable fee for re-supplying the 13.3 Equipment at a later time and date, and/or for storage of the Equipment.

The Hirer's or for an authorised representative shall be present to confirm location and quantity of the 14 Equipment on Delivery and confirm quantities and agree 14.1 on any damage or loss of the Equipment on collection. Where the Hirer or authorised representative is not present, then the Hirer agrees to accept the quantity and condition as stated by Cage.

Affixation of Equipment to Land or Buildings

If the Equipment or any part thereof is affixed to any land or buildings pursuant to this contract, and the land or buildings are or become the subject of a mortgage or charge whether under the PPSA or otherwise at law, then the Hirer shall, without first receiving any request from Cage, obtain the written acknowledge of the Mortgagee or Chargeholder (as the case may be) that:

- (a) the Equipment or any part thereof is not a fixture for the purposes of the mortgage or charge;
 (b) that the Mortgagee or Chargeholder will not make
- any claim in relation to the Equipment or any part
- (c) that the Mortgagee or Chargeholder will permit Cage (whether or not there has been any default under the mortgage or charge) to enter upon the land or buildings and to remove the Equipment or part thereof.

Cage retains property in the Equipment nonetheless all risk for the Equipment passes to the Hirer on Delivery.

The Hirer accepts full responsibility for the safekeeping of the Equipment and indemnifies Cage for all loss, theft or damage to the Equipment howsoever caused and 15. without limiting the generality of the foregoing whether or 15.1 not such loss, theft, or damage is attributable to any

negligence, failure, or omission of the Hirer.

The Hirer will insure, or self-insure, Cage's interest in the 15.2 10.3 Equipment against physical loss or damage including but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Hirer will not use the Equipment nor permit it to be 15.3 used in such a manner as would permit an insurer to decline any claim.

The Hirer accepts full responsibility for and shall keep Cage indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury or death to persons damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of

- the Hirer or any other persons.

 The Equipment shall remain on the site to which it was delivered and shall not be transferred to any other site, and the Hirer shall not:
 - (a) relocate, move or alter the positioning of the Equipment once it is installed by Cage; and
 - (b) shall engage Cage to perform any relocations, movement or alterations to the Equipment at an agreed cost during the hire period or thereafter.
- If the giving of an estimate or quotation for the supply of Equipment involves Cage estimating measurements and quantities from details provided by the Hirer (including distances, ground slopes, etc.), it shall be the responsibility of the Hirer to verify the accuracy of Cage's estimated measurements and quantities, before the Hirer places an order based on such estimate or accepts such quotation.

Access

The Hirer shall ensure that Cage has clear and free 15.5 access to the site at all times to enable them to deliver, erect and/or dismantle the Equipment. Cage shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Cage.

It is the responsibility of the Hirer to ensure that access is suitable to accept the weight of laden trucks or loading/unloading equipment as may be deemed

Underground Locations

Prior to Cage commencing any erection services the Hirer must advise Cage of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Hirer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

Whilst Cage will take all care to avoid damage to any underground services the Hirer agrees to indemnify Cage in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause

Compliance with Laws

The Hirer and Cage shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the use of the Equipment hire.

The Hirer shall obtain (at the expense of the Hirer) all licenses and approvals that may be required for the erection and/or use of the Equipment.

The Hirer agrees that the site will comply with any work health and safety (WHS) laws relating to the site and any other relevant safety standards or legislation.

Where the Equipment is hired by the Hirer:

- (a) the Equipment is and will at all times remain the absolute property of Cage, and the Hirer must return the Equipment to Cage upon request to do so; and
 (b) if the Hirer fails to return the Equipment to Cage as
- is required under this contract or when requested to do so, then Cage or Cage's agent may (as the invitee of the Hirer) enter upon and into any land and premises owned, occupied or used by the Hirer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. Any costs incurred by Cage as a result of Cage so repossessing the Equipment shall be charged to the Hirer; and
- (c) the Hirer is not authorised to pledge Cage's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.
- - Where the Hirer purchases Equipment then:
 (a) Cage and the Hirer agree that ownership of the
 - Equipment shall not pass until:
 (i) the Hirer has paid Cage all amounts owing to Cage: and
 - (ii) the Hirer has met all of its other obligations to Cage.
 - (b) receipt by Cage of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

Personal Property Securities Act 2009 ("PPSA")

In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
Upon assenting to these terms and conditions in writing

the Hirer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by Cage to the Hirer

The Hirer undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects)
 - which Cage may reasonably require to:

 (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 (ii) register any other document required to be
 - registered by the PPSA: or (iii) correct a defect in a statement referred to in
 - clause 15.3(a)(i) or 15.3(a)(ii);
- (b) indemnify, and upon demand reimburse, Cage for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of Cage;
- (d) 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 the prior written consent of Cage.

 Cage and the Hirer agree that sections 96, 115 and 125
- of the PPSA do not apply to the security agreement created by these terms and conditions.
- The Hirer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA
- The Hirer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- Unless otherwise agreed to in writing by Cage, the Hirer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

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- 15.8 The Hirer must unconditionally ratify any actions taken by Cage under clauses 15.3 to 15.5.
- ubject to any express provisions to (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.
- 15.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 15 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 15 will apply generally for the purposes of the PPSA.

Security and Charge

- 16.1 In consideration of Cage agreeing to supply Equipment, the Hirer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Hirer either now or in the future, to secure the performance by the Hirer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 16.2 The Hirer indemnifies Cage from and against all Cage's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Cage's rights under this clause.
- The Hirer irrevocably appoints Cage and each director of Cage as the Hirer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Hirer's behalf

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- The Hirer must inspect the Equipment on delivery and must within twenty-four (24) hours of delivery notify Cage in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Hirer must notify any other alleged defect in the Equipment as soon as reasonably possible after any 18.2 such defect becomes evident. Upon such notification the Hirer must allow Cage to inspect the Equipment
- Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
- Cage acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees
- Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Cage makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. Cage's liability in respect of these warranties limited to the fullest extent permitted by law.
- 17.5 If the Hirer is a consumer within the meaning of the CCA, Cage's liability is limited to the extent permitted by section 64A of Schedule 2
- 17.6 If Cage is required to rectify, re-supply, or pay the cost of re-supplying any services or Equipment under this clause or the CCA, but is unable to do so, then Cage may refund any money the Hirer has paid for the services or Equipment but only to the extent that such refund shall take into account the value of any services 19. or Equipment and consumables which have been 19.1 provided to the Hirer which were not defective.
- 17.7 If the Hirer is not a consumer within the meaning of the CCA, Cage's liability for any defect or damage in the services or Equipment is:
 (a) limited to the value of any express warranty or
 - warranty card provided to the Hirer by Cage at Cage's sole discretion;
 - (b) limited to any warranty to which Cage is entitled, if Cage did not manufacture the Equipment; (c) otherwise negated absolutely.
- Notwithstanding clauses 17.1 to 17.7 but subject to the CCA, Cage shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of:
 - (a) the Hirer failing to properly maintain or store any Equipment; (b) the Hirer interfering with the Equipment in any way 19.3
 - without Cage's written approval to do so;
 - (c) the Hirer using the Equipment for any purpose other than that for which it was designed;
 - (d) the Hirer continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (e) the Hirer failing to follow any instructions or 20.1 guidelines provided by Cage;
- (f) fair wear and tear, any accident, or act of God. In the case of second hand Equipment purchased by the Hirer, unless the Hirer is a consumer under the CCA, the Hirer acknowledges that it has had full opportunity to inspect the second hand Equipment prior to delivery and 20.2 accepts them with all faults and that to the extent permitted by law no warranty is given by Cage as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Hirer acknowledges and agrees that Cage has agreed to provide the Hirer with the second hand 20.3 Equipment and calculated the Price of the second hand Equipment in reliance of this clause 17.9.

Hirer's Responsibilities

- The Hirer shall:
- (a) maintain the Equipment as is required by Cage;
- (b) be responsible for any graffiti damage to the Equipment and any cost of removal of the graffiti;

- quotation or other document and may only be moved to another location with the written approval of Cage;
- (d) notify Cage immediately by telephone of the full circumstances of any breakage or accident in connection with the Equipment. The Hirer is not absolved from the requirements to safeguard the Equipment by giving such notification;
 (e) satisfy itself prior to taking delivery of the Equipment
- that the Equipment is suitable for its purposes
- erect the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction, whether supplied by Cage or posted on the Equipment;
- (g) ensure that all persons erecting, moving or dismantling the Equipment are suitably instructed in its safe and proper use:
- (h) comply with all work health and safety requirements 21. relating to the Equipment and its use;
- keep the Equipment in their own possession and control;
- not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- (k) employ the Equipment solely in its own work and not permit the Equipment of any part thereof to be used by any other party for any other work;
- not use or carry any illegal, prohibited or dangerous substance on the Equipment;
- (m) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold as per clause 8.2;
- (n) on termination of the hire, deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to Cage.
- Immediately on request by Cage the Hirer will pay
- (a) the new list price of any Equipment that is for whatever reason destroyed, written off, or not 21.2 returned to Cage;
- all costs incurred in cleaning the Equipment
- (c) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to ten percent (10%) of the new list price of the Equipment:
- (d) the cost of repairing any damage to the Equipment caused by the negligence of the Hirer or the Hirer's
- (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in Cage's reasonable caused by vandalism, or (in Cage's reasonable opinion) in any way whatsoever other than by the
- ordinary use of the Equipment by the Hirer; any lost hire fees Cage would have otherwise been entitled to for the Equipment, under this, or any other hire contract;
- (g) the cost of fuels and consumables provided by Cage and used by the Hirer;
- (h) any insurance excess payable in relation to a claim 21.3 made by either the Hirer or Cage in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Hirer and irrespective of whether charged by the Hirer's insurers or Cage's

Cancellation

- Without prejudice to any other remedies Cage may have, if at any time the Hirer is in breach of any obligation (including those relating to payment) under these terms of hire Cage may repossess the Equipment as per clause 14.1(b), or suspend or terminate the supply of Equipment to the Hirer and any of its other obligations under the terms and conditions. Cage will not be liable to the Hirer for any loss or damage the Hirer suffers because Cage has exercised its rights under this
- Cage may cancel these terms and conditions or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice to the Hirer. On giving such notice Cage shall repay to the Hirer any sums paid in respect of the Price. Cage shall not be 21.5 liable for any loss or damage whatsoever arising from such cancellation.
- In the event that the Hirer cancels delivery of the 21.6 Equipment the Hirer shall be liable for any and all loss incurred (whether direct or indirect) by Cage as a direct result of the cancellation (including, but not limited to, any loss of profits).

Default and Consequences of Default

Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Cage's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

If the Hirer owes Cage any money the Hirer shall 21.7 indemnify Cage from and against all costs and disbursements incurred by Cage in recovering the debt (including but not limited to internal administration fees legal costs on a solicitor and own client basis, Cage's contract default fee, and bank dishonour fees).

Further to any other rights or remedies Cage may have 21.8 under this contract, if the Hirer has made payment to Cage, and the transaction is subsequently reversed, the Hirer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Cage under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or contravention to the Hirer's obligations under this

- (c) the Equipment shall be at the site specified in any 20.4 Without prejudice to Cage's other remedies at law Cage shall be entitled to cancel all or any part of any order of the Hirer which remains unperformed and all amounts owing to Cage shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to Cage becomes overdue, or in Cage's opinion the Hirer will be unable to meet its payments as they fall due; or
 - (b) the Hirer has exceeded any applicable credit limit provided by Cage; the Hirer becomes insolvent, convenes a meeting
 - with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Hirer or any asset of the Hirer.

Privacy Policy

21.1

All emails, documents, images or other recorded information held or used by Cage is Personal Information, as defined and referred to in clause 21.3, and therefore considered Confidential Information. Cage acknowledges its obligation in relation to the handling Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws 21. (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Cage acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by Cage that may result in serious harm to the Hirer, Cage will notify the Hirer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be 22. approved by the Hirer by written consent, unless subject 22.1 to an operation of law.

Notwithstanding clause 21.1, privacy limitations will extend to Cage in respect of Cookies where transactions for purchases/orders transpire directly from Cage's website. Cage agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the

- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic: and
- reports are available to Cage when Cage sends an email to the Hirer, so Cage may collect and review

that information ("collectively Personal Information")
In order to enable / disable the collection of Personal Information by way of Cookies, the Hirer shall have the 23, right to enable / disable the Cookies first by selecting the 23.1 option to enable / disable, provided on the website prior to proceeding with a purchase/order via Cage's website.

The Hirer agrees for Cage to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information 23.2 (where applicable), previous credit applications, credit history) about the Hirer in relation to credit provided by Cage

The Hirer agrees that Cage may exchange information about the Hirer with those credit providers and with 23.3 related body corporates for the following purposes:

- (a) to assess an application by the Hirer; and/or
- (b) to notify other credit providers of a default by Hirer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Hirer is in default with other credit providers: and/or
- (d) to assess the creditworthiness of the Hirer including the Hirer's repayment history in the preceding two (2) years.
- The Hirer consents to Cage being given a consumer credit report to collect overdue payment on commercial 23.6 credit.
- The Hirer agrees that personal credit information provided may be used and retained by Cage for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Equipment: and/or
- (b) analysing, verifying and/or checking the Hirer's credit, payment and/or status in relation to the provision of Equipment; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Hirer; and/or
- (d) enabling the collection of amounts outstanding in relation to the Equipment.
- Cage may give information about the Hirer to a CRB for the following purposes: (a) to obtain a consumer credit report:
- (b) allow the CRB to create or maintain a credit information file about the Hirer including credit The information given to the CRB may include:
- (a) Personal Information as outlined in 21.3 above
- (b) name of the credit provider and that Cage is a current credit provider to the Hirer; whether the credit provider is a licensee;
- (d) type of consumer credit:
- (e) details concerning the Hirer's application for credit or commercial credit (e.g. date

- commencement/termination of the credit account and the amount requested);
- advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Hirer no longer has any overdue accounts and Cage has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments):
- (g) information that, in the opinion of Cage, the Hirer has committed a serious credit infringement;
- (h) advice that the amount of the Hirer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- The Hirer shall have the right to request (by e-mail) from
 - (a) a copy of the Personal Information about the Hirer retained by Cage and the right to request that Cage correct any incorrect Personal Information; and
 - (b) that Cage does not disclose any Information about the Hirer for the purpose of direct marketing.
- use, disclosure and processing of Personal Information 21.10 Cage will destroy Personal Information upon the Hirer's pursuant to the Privacy Act 1988 ("the Act") including the request (by e-mail) or if it is no longer required unless it request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
 - The Hirer can make a privacy complaint by contacting Cage via e-mail. Cage will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Hirer is not satisfied with the resolution provided, the Hirer can make a complaint to the Information Commissioner at www.oaic.gov.au.

Service of Notices

- Any written notice given under this contract shall be deemed to have been given and received:
 - (a) by handing the notice to the other party, in person (b) by leaving it at the address of the other party as
 - stated in this contract; (c) by sending it by registered post to the address of the
 - other party as stated in this contract;
 (d) if sent by facsimile transmission to the fax number of
 - the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email
- Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. provision of these terms and conditions shall be invalid. void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions

shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which Cage has its principal place of business, and are subject to the jurisdiction of the courts

Subject to clause 17, Cage shall be under no liability whatsoever to the Hirer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by Cage of these terms and conditions (alternatively Cage's liability shall be limited to damages which under no circumstances shall exceed the Price).

Cage may licence and/or assign all or any part of its rights and/or obligations under this contract without the Hirer's consent.

The Hirer cannot assign or licence without the written approval of Cage.
Cage may elect to subcontract out any part of the

provision services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Hirer agrees and understands that they have no authority to give any instruction to any of Cage's sub-contractors without the authority of Cage.

The Hirer agrees that Cage may amend these terms and conditions by notifying the Hirer in writing. These changes shall be deemed to take effect from the date on which the Hirer accepts such changes, or otherwise at such time as the Hirer makes a further request for Cage to provide Equipment on hire to the Hirer

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the

reasonable control of either party.

Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.