



CREDIT ACCOUNT APPLICATION

Sole Trader Partnership Public Company Private Company

Name of Applicant:				
Trading Name:		ABN:		
Phone:	Fax:	Mobile:		
Street Address:			Post Code:	
Postal Address:			Post Code:	

Auslift Representative:
Driver's Licence No: Expiry Date
Purchase Orders Required: YES / NO

Contact Information for Billing Purposes:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Name:	<input type="text"/>	Phone:	<input type="text"/>
Postal Address:	<input type="text"/>	Fax:	<input type="text"/>
	<input type="text"/>	Post Code:	<input type="text"/>

Email Address:

Nature of Business: Years in this Business:
Approx. Purchases Per Month \$ Credit Limit Required \$

Banker's Name: BSB: Account No.

Full Details of Directors / Partners / Owner

1. Full Name:	<input type="text"/>	Phone:	<input type="text"/>
Residential Address:	<input type="text"/>	D.O.B.	<input type="text"/>
2. Full Name:	<input type="text"/>	Phone:	<input type="text"/>
Residential Address:	<input type="text"/>	D.O.B.	<input type="text"/>
3. Full Name:	<input type="text"/>	Phone:	<input type="text"/>
Residential Address:	<input type="text"/>	D.O.B.	<input type="text"/>

Are any of the Directors / Partners / Applicants an undischarged bankrupt? Yes or No
If yes, give details

Have any of the Directors / Partners / Applicants ever held the office of Director, Secretary or Public Officer of any private or public company which has been subject to liquidation, administration, external management, been insolvent or ceased trading? Yes or No

If so, provide details:

TRADE REFERENCES (Phone and Fax Numbers MUST be included):

1. NAME:		Contact:	
Address:		Phone:	
		Fax:	
2. NAME:		Contact:	
Address:		Phone:	
		Fax:	
3. NAME:		Contact:	
Address:		Phone:	
		Fax:	

In this document, all references to "The Company" refer to **Auslift Access Hire Pty Ltd**

PRIVACY ACT:

I/We agree that The Company may give to and seek from any credit providers named in this application and any other credit providers referred to in the credit report issued by a credit reporting agency, information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I/We understand that this information may be used for the following purposes: to assess an application made by me/us for credit; my/our credit worthiness, to notify other credit providers of a default by me/us; to exchange credit information with other providers as to the status of this line of credit; when I/We are in default with other credit providers at any time whether now or in the future.

I/We hereby acknowledge and consent to the above information provided/ disclosed/ exchanged/ requested by or to The Company.

I/We agree that The Company may seek from a credit reporting agency, a credit report containing personal information about me/us whether to assess me/us as a guarantor for credit applied for or provided to the applicant named herein.

TERMS AND CONDITIONS OF ACCOUNT APPLICATION:

1. General

I/We hereby apply for a credit account with The Company and if granted, agree to pay all obligations in accordance with the stated Trading Terms below. I/We further agree that The Company may contact the listed references and such references are hereby authorised to convey to The Company any information requested. The Company reserves the right to change at any time terms of orders not yet invoiced at the time of the announced effective date of the change.

2. Trading Terms

Terms of Payment

Net thirty (30) days from invoice date.

The credit facility may be withdrawn and all discounts previously allowed on outstanding accounts may be resolved if payment has not been received by the due date.

Possession

The hire contract is with the Hirer and the Hirer will not sell or offer for sale, assign, mortgage, pledge, sublet, lend or otherwise part with possession of the goods or any part or parts thereof or with any interest therein, but will keep the goods in his possession and will not remove the same from the site address, without the prior consent in writing of the Company and will not allow any lien to be created upon the goods whether for repairs or otherwise and will protect the goods against execution or seizure and will indemnify the company against all losses, costs charged, damages and expenses incurred by it by reason or in respect thereof.

Recovery of Unpaid Hire

The applicant shall permit The Company (or its appointed agent or representative) to enter upon any site or premises occupied by the applicant at which the goods are kept or stored or normally kept or stored to enable The Company to inspect the goods and in accordance with sub-clause 2.2 hereof to remove goods from such site or premises. The Company shall not be liable for any damage or injury to site or the premises at which the products are stored unless such damage or injury is caused solely by the willful negligence of The Company, its servants or agents.

The production of a copy of these terms and conditions shall constitute and evidence The Company's authority to enter any site or premises at which the equipment is or may be stored and at the discretion of The Company to remove such equipment therefrom.

Termination of Credit Account

The Company may at any time at its discretion and without notice alter or suspend credit facilities.

Method of Payment

The Company reserves the right to nominate the acceptable form of payment to be used by the applicant, including the use of a Direct Debit facility.

Fees

The Company reserves the right to charge the Applicant interest on overdue monies at the rate of 2.0% p.a. above the published Westpac overdraft Rate. All legal, debt recovery and court costs are chargeable to the Applicant.

3. The Applicant acknowledges that the Credit Facility and Account number provided to the Applicant are personal to the Applicant and shall not be assigned, transferred or made available by it for use by any other corporation, person or organisation.

4. Certification by Applicant

I/We warrant that the Applicant is solvent, and agree to advise The Company of any change in the Applicant's financial position or credit worthiness which would have an effect on The Company continuing to offer a credit account. I/We hereby certify that the information supplied on this application is true and correct and should it subsequently be discovered that the information is false I/We also agree that any credit obtained will be immediately paid to The Company on demand.

I/We agree that if The Company approves this application for credit, this agreement remains in force until the credit facility is withdrawn or cancelled.

Print Name:		Position:	
Signature:		Date:	

DAMAGE WAIVER OPTION

The General Terms and Conditions of Hire enclosed stipulate that the Hirer must pay for any equipment damaged whilst on hire. However, you may elect to take up a Damage Waiver Option to lessen your liability for losses relating to accidental damage to hire equipment in certain specified circumstances. Condition 10 of the General Terms and Conditions of Hire set out details of our Damage Waiver Option which will automatically cover all customers unless acknowledge below indicating non-acceptance of this Option. The damage waiver fee will be at a rate set from time to time based on a percentage of hire charges but will exclude cartage charges, fuel accessories, etc.

Please note that if you choose to take up the Damage Waiver Option, you will still be liable for the first \$1,000 or 15% of the cost of repairs and/or replacement of the plant and equipment, whichever is the greater, if the equipment is destroyed or damaged. If you choose not to select the Damage Waiver Option you must accept full responsibility for damaged equipment.

The Damage Waiver Option does not apply in certain circumstances (see condition 10.b) and in particular, does not cover damage which occurs during transit.

SHOULD YOU NOT WISH TO TAKE ADVANTAGE OF THIS OPTION, PLEASE SIGN WHERE INDICATED BELOW.

I/WE DO NOT WISH TO HAVE THE DAMAGE WAIVER OPTION AS SET OUT IN THE ATTACHED GENERAL TERMS AND CONDITIONS OF HIRE.

Print Name:

Signature:

Date:

GUARANTEE AND INDEMNITY:

1. In consideration of Auslift Access Hire Pty Ltd (hereinafter called "The Company") at my/our request supplying goods from time to time.

Applicant's name _____ (the "Applicant")

I/We _____ of _____ (address)

And _____ of _____ (address)

(hereinafter called the "Guarantor/s") hereby to unconditionally and irrevocably guarantee on demand to The Company the due and punctual payment by the Applicant of any amount of money whatsoever owing and the Guarantor/s hereby indemnify The Company on demand against any monetary loss or damage The Company may sustain or incur as a result of any breach committed by the Applicant of The Company General Terms and Conditions of Hire (all of which are hereinafter referred to as the money hereby secured).

2. In relation to this Guarantee and Indemnity the following provisions shall apply and it is hereby agreed by the Guarantor/s:

- (a) That this Guarantee and Indemnity shall be a continuing guarantee and shall create a principal obligation for the amount of money hereby secured remains owing or may become payable to The Company;
- (b) That the Guarantor/s liability under this Guarantee and Indemnity shall not be affected by any giving of time for payment or granting of any indulgence whatsoever, whether by any omission on the part of The Company to enforce any obligation against the Applicant or any other fact, act or omission whereby the liabilities of the Guarantor/s but for this clause might have been diminished or discharged;
- (c) That the Guarantor/s acknowledge the terms of The Company's annexed General Terms and Conditions of Hire;
- (d) That The Company may at its own discretion terminate its Agreement with the Applicant (without notice to the Guarantor/s) without affecting the Guarantor/s liability pursuant to this Guarantee and Indemnity;
- (e) That this Guarantee and Indemnity shall not in any way be affected by any increase or decrease in the credit limit applying to the Applicant's trading account with The Company from time to time;
- (f) That this Guarantee and Indemnity is in addition to and not in substitution for any other security, or right currently held, or which will be taken, by The Company in respect to the Applicant.
- (g) That until The Company shall have received payment in full of all the money hereby secured, the Guarantor/s shall not prove in any liquidation or bankruptcy in competition with The Company where The Company seeks to prove in any such liquidation or bankruptcy in respect of any part of the money hereby secured;
- (h) That this Guarantee and Indemnity shall continue in force and the Guarantor/s shall remain liable hereunder notwithstanding any payments by the Applicant of any part of the money hereby secured;

3. Where there is more than one Guarantor their liability under their Guarantee and Indemnity shall be joint and several.

4. In this Guarantee and Indemnity "Applicant" is Applicant named in section 1 above and (where the Applicant so named is a Company) any company which by virtue of Section 50 of the Corporations Act is related to the Applicant, or (where the Applicant so named is a firm or partnership) any company which acquires or takes over the principal business of the firm or partnership and any company which aforesaid is related to the company so acquiring or taking over.

Name of Guarantor: (1) _____

Name of Guarantor: (3) _____

Signature of Guarantor: (1) _____

Signature of Guarantor: (3) _____

Address: _____

Address: _____

Signature of Witness: _____

Signature of Witness: _____

Name of Witness: _____

Name of Witness: _____

Address: _____

Address: _____

Name of Guarantor: (2) _____

Signature of Guarantor: (2) _____

Address: _____

Signature of Witness: _____

Name of Witness: _____

Address: _____

Name of Guarantor: (4) _____

Signature of Witness: _____

Signature of Guarantor: (4) _____

Name of Witness: _____

Address: _____

Address: _____

Dated this _____ day of _____ 20__ at _____

General Terms & Conditions of Hire

1. DEFINITIONS

- The "Company" is Auslift Access Hire Pty Ltd, ABN: 29 131 115 314. b. The "Hirer" is the person, firm, entity or corporation that engages the services of the Company for the purpose of hiring plant and equipment.
- The "Plant and Equipment" is all plant and equipment including tools, accessories, parts and machinery of any type supplied to the Hirer. The Plant and Equipment shall be deemed to be owned by the Company whether owned by the Company or not.
- "PPS Act" MEANS THE Personal Properties Security Act 2009 (Cth) (as amended).

2. HIRE AGREEMENT

These General Terms and Conditions of Hire, together with:

- an Application for Credit completed by the Hirer and submitted to the Company;
- each Hire Contract provided to the Hirer by the Company, whether signed or not;
- and Special Terms specific to the type of Plant and Equipment hired to the Hirer and attached to the Hire Contract; and
- any specific Terms and Conditions of Hire agreed to by both parties in writing.

Make up the entire Hire Contract between the Hirer and the Company. The provision or acceptance of a Hire Contract shall not form a separate agreement between the parties, but shall constitute part of this Hire Contract.

3. CONSTRUCTION:- In these General Terms and Conditions, unless context otherwise requires or states;

- Words importing:
 - the singular include the plural and vice versa,
 - any gender includes the other gender;
 - An obligation of two (2) or more parties binds them jointly and severally;
 - If a word or phrase is defined, cognate words and phrases have corresponding definitions;
- A reference to;
 - a person includes a corporation, statutory body, the Crown and any other entity so defined;
 - a person includes the legal representatives, employees, successors and assignees of that person;
 - a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

4. TITLE

a. The Hirer acknowledges that in all circumstances the Company retains title to the Plant and Equipment (even if the Hirer enters liquidation, administration, receivership or becomes bankrupt during the hire period and in no circumstances will it be deemed to be a fixture). The rights of the Hirer to use the Plant and Equipment are as bailee only.

b. The Hirer is not entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Plant and Equipment in any way which is inconsistent with the rights of the Company as owner of the Plant and Equipment at all times.

5. PERSONAL PROPERTY SECURITIES ACT

- The Hirer acknowledges and agrees that to the extent the Hire Contract (governed by these Terms and Conditions of Hire) creates a PPS lease, as defined in the PPS Act, the Company has a security interest in the Plant and Equipment for the purposes of the PPS Act and to the extent applicable the PPS Act applies.
- The Hirer acknowledges that the Company may take all reasonable steps, including but limited to registering any security interest which the Company has over the Plant and Equipment on the Personal Properties Security Register established under section 147 of the PPS Act in order to perfect the security interest and comply with the requirements of the PPS Act. You agree without charge to provide all information and do all things reasonable to assist the Company in complying with the matters outlined in this Section 5 of the Terms and Conditions of Hire. You waive pursuant to s.157(3)(b) of the PPS Act the right to receive notice of a verification statement in relation to any registration on the Register.
- The Hirer and the Company agree that the security interest the Company has over the Plant and Equipment is a PPS lease, as defined in the PPS Act, which does not secure payment or performance of an obligation, and accordingly that chapter 4 of the PPS Act does not apply.

6. TERMS OF PAYMENT

a. Hire is charged for the time the Plant and Equipment is out of possession of the Company at the Hirer's request (inclusive of weekends and public holidays), not only the time in which the Plant and Equipment is used. This clause is varied only when the Plant and Equipment is supplied on a Wet Hire basis (With Operator) and will be charged at an hourly or contracted rate for the periods of operation.

b. Payment in full for all hiring charges and any other amounts payable in accordance with these Terms and Conditions is required 30 days from the date of invoice. No claims for credit will be recognised after 14 days from the date of the invoice.

- The Company reserves the right to revise its Schedule of Hire Rates and related charges without notice, unless the supply of the Plant and Equipment is varied by an agreed supply contract Schedule.
- The Company may charge interest on all amounts not paid by the Hirer by the due date at the rate of 2% per month or part thereof, compounding monthly. In addition, without limiting the above, the Hirer will be liable to indemnify the Company for all expenses incurred by the Company in recovering any amounts which the Hirer fails to pay by the payment due date (including any commission payable to any commercial or mercantile agent and legal costs).

7. HIRE PERIODS

- The Hourly Hire Rate will apply to Wet Hire Plant only, and will incur loadings for weekend, public holiday and night work.
- The Half Day Rate is based upon the Plant and Equipment being hired for a maximum of 4 Hours, if used in excess of 4 Hours the Daily Hire Rate shall apply.
- The Daily Hire Rate is based upon the Plant and Equipment being hired for a maximum of 8 Hours in any one day.
- The Weekly Hire Rate is based upon the Plant and Equipment being hired for a maximum of 5 days unless specified or varied in writing.

8. LATE RETURN

a. In respect to Dry Hire (Without Operator), hiring commences from the time the Plant and Equipment is collected by the Hirer from the Company's premises. In the event that the Hirer requires the Plant and Equipment to be delivered, where no authorised person is available to sign for the received Plant and Equipment, the person requesting the Plant and Equipment by phone agrees to the Company's General Terms and Conditions of Hire which will be faxed or emailed to the Hirer. In the event that the Hirer fails to return the Plant and Equipment by the close of business on the day that the Hire was due to conclude, the Hirer will be charged an additional one half day's hire if the Plant and Equipment is returned before 12:00 noon on the following day, or an additional full day's hire if the Plant and Equipment is returned after 12:00 noon but before the close of business on the following day. Further hire charges will likewise apply for each additional day that the Hirer fails to return the Plant and Equipment.

b. Should the Company agree with the Hirer to deliver and collect the Plant and Equipment, hire charges commence from the time the Plant and Equipment leaves the Company's premises until the Company is notified by the Hirer that the Plant and Equipment is available for collection, at which time the Company will provide an "OFF HIRE" number as verification that such notification has been received. The notification must be given by the Hirer in time for the Plant and Equipment to be picked up and returned to the Company's premises within normal business hours on the day of cessation of hire. In the event of insufficient notice being provided to the Company, the Hirer will be responsible for the safekeeping of the Plant and Equipment until collected the following day, the Hirer may be charged an extra half day hire at and within the Company's discretion.

9. BREAKDOWN

a. If the Hirer notifies the Company immediately of any breakdown, hire will not be charged during the time in which the Plant and Equipment is not in working order, unless such condition is due to negligence or misuse on the part of or attributable to the Hirer. Such notification does not absolve the Hirer from its requirement to safeguard the Plant and Equipment and in the event of a breakdown the Hirer must not repair or attempt to repair the Plant and Equipment without the prior consent of the Company. If the Plant and Equipment breaks down or becomes unsafe, the Hirer must immediately stop using the Plant and Equipment and must take all reasonable steps to prevent injury to any persons or damage to property as a result of the condition of the Plant and Equipment. The Company will not be liable for any expenditure, damages, loss or inconvenience incurred by the Hirer arising out of any breakdown in the Plant and Equipment whether caused by fair wear and tear, lack of repair or negligence on the part of the Company or any other reason whatsoever. If any Plant and Equipment breaks down or is damaged due to the Hirer's negligence or misuse the Company will continue to charge hire charges until the Plant or Equipment has been repaired or replaced.

10. HIRER'S OBLIGATIONS

- The Hirer must:
 - Prior to the use of the Plant and Equipment determine the condition and suitability of the Plant and Equipment hired for the purpose required.
 - Use the Plant and Equipment in a skillful and workman like manner and only for the purposes and within the capacity for which it was designed, acknowledging that the Company can give no warranty as to the said capacity.
 - Ensure that the Plant and Equipment is operated by a suitably certified, trained or licensed operator (whether supplied by the Hirer at its cost or employed and provided by the Company) who will work entirely in accordance with the instructions of the Hirer or their authorised representative.
 - At its own expense service, clean, fuel, lubricate and maintain the Plant and Equipment in good and substantial repair and condition, except for prearranged major servicing which will be carried out by the Company during normal business hours, by prior arrangement and agreement.
 - Accept full responsibility for all flat and/or damaged tyres, except in the case of Wet Hire.

vi. Clean the Plant and Equipment thoroughly upon completion of the hire or be charged at the absolute discretion of the Company, a cleaning fee at a rate to be nominated by the Company for the cleaning required to be performed by the Company or its representative.

vii. Accept full responsibility for the safekeeping and insuring of the Plant and Equipment, and except as specified hereafter, indemnify the Company for all loss, theft of or damage to the Plant and Equipment however caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence, failure or omission of the Hirer.

viii. Not claim any lien over the Plant and Equipment nor sell, transfer, charge or encumber in any way the Plant and Equipment, without the Company's prior written consent, part with possession of the Plant and Equipment nor assign the benefit of the Hire Agreement.

ix. Not remove the Plant and Equipment or allow it to be removed from the State from which it has been hired without the Company's written consent.

x. Not alter, make any addition to, deface, or erase any identifying mark, plate or number on or in the Plant and Equipment, or in any other manner interfere with the Plant and Equipment.

xi. Pay the Company all hire related charges and other costs as stipulated in accordance with the Company's Terms of Payment.

xii. Accept responsibility and fully reimburse the Company for the cost of freight and other charges to retrieve the Plant and Equipment for any reason.

xiii. Ensure that all safety information supplied with the Plant and Equipment will be conveyed to any person using the Plant and Equipment.

xiv. Attach to the Plant and Equipment and maintain any safety signs supplied with the Plant and Equipment and bring them to the attention of any person using the Plant and Equipment, and ensure that they are clearly legible by the operator of the Plant and Equipment.

xv. Ensure that all safety and operating instructions and notices are observed and are not defaced or removed from the Plant and Equipment.

xvi. Ensure that all operators of the Plant and Equipment wear suitable clothing and any protective equipment required or recommended by the manufacturer's safety and operating instructions, or as recommended by the Company.

xvii. Promptly pay all fines, penalties and other charges arising out of the use of the Plant and Equipment and reimburse the Company if the Company has made such payment.

xviii. Return all Plant and Equipment, where applicable, with a full tank of fuel or pay the Company the applicable rate to fill the tank.

b. The Company may inspect the Plant and Equipment from time to time during the hire period and the Hirer will permit or procure admission for the Company's Representatives to the premises upon which the Plant and Equipment is situated for that purpose.

11. TERMINATION OF HIRE

a. Without prejudice to any other remedies available to the Company and notwithstanding any period of hire specified, the Company may terminate the Hire Contract;

i. At any time by giving the Hirer 24 Hour's notice of its intention to so terminate, such termination to be effective as of the expiry of 24 hours; and

ii. Without notice, if the Hirer commits any breach of the Hire Contract, or do or permit to be done any act or thing whereby the Company's rights in or to the Plant and Equipment may be prejudiced, or have a winding up petition presented against it or be wound up, or enter voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.

b. Upon termination of the Hire Contract, the Company is entitled to take possession of the Plant and Equipment and for this purpose the Hirer irrevocably appoints the Company as its agent and authorises the Company to enter on any land or premises upon which the Plant and Equipment is situated and agrees to indemnify the Company in respect of any claims, damages and expenses arising out of any action taken under this condition.

12. DAMAGE WAIVER OPTION

a. The Hirer is responsible for any theft, loss or damage to the Plant and Equipment whilst on hire and the costs of replacement or repairs to such will be charged to the Hirer. Where the DAMAGE WAIVER OPTION has been charged to the Hirer, the Company agrees upon submission of a written Police Report, to waive its rights to claim for damage to the Plant and Equipment caused by fire, storm, collision, accident, providing adequate precautions have been taken to safeguard the Plant and Equipment and the damage was not due to negligence by the Hirer. Such waiving of rights is subject to payment by the Hirer of an excess of:

i. In the event of damage to the Plant Equipment \$1,000.00 per item or 15% of the cost of the repairs and/or replacement of the Plant and Equipment (whichever is the greater).

b. Expressly excluded circumstances from DAMAGE WAIVER OPTION are defined as:

- Theft of Plant and Equipment;
- Damage due to misuse, abuse or overloading of the Plant and Equipment;
- Disappearance or wrongful conversion of the Plant and Equipment;
- Damage in contravention of the conditions of the Hire Agreement;
- Damage from use in violation of any statutory laws and regulations;
- Damage of tools, accessories, grease guns, hoses and similar, electric cords, welding cable, oxy and acetylene bottles, pneumatic tools, steels and other similar accessories;
- Damage caused to tyres and tubes by blowout, bruises, cuts or other causes inherent in the use of the Plant and Equipment;
- Glass breakage;
- Damage relating to lubrication or other normal servicing of the Plant and Equipment;
- Damage to the Plant and Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- Damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines;
- Damage caused by the exposure to any corrosive substances e.g. caustic, salt water, acid, paints, solvents, etc.
- Damage during transport, except where transported by the Company;
- Damage to items on which the DAMAGE WAIVER OPTION is not charged;
- Damage caused by the negligence of the Hirer; and
- Damage to any aluminium scaffold, planks or ladders.

xvii. Damage to motor vehicles and trucks on Hire.

c. In respect of motor vehicles and trucks the following excesses apply for any damage or accidents caused by the Hirer:

- Motor vehicles up to 4 tonne \$2,500.00 per incident
- Trucks and vehicles over 4 tonne \$4,000.00 per incident
- Damage Waiver is compulsory for temporary accounts; and
- Damage Waiver is optional for 30 day accounts'

13. EXCLUSION OF CONDITIONS AND WARRANTIES

a. Certain conditions and warranties may be implied into the Contract by the Competition and Consumer Act 2010 (as amended) and State legislation and these conditions are to be read subject to legislation, but no other conditions or warranties will be accepted as conditions of hire.

14. EXCLUSION OF LIABILITY

a. The Company and the Hirer agree that in the event of the Hirer suffering any damage or claim howsoever arising as a result of hiring the Plant and Equipment, including without limitation in respect of delay or inconvenience arising out of any breakdown, failure or defect in the Plant and Equipment, the liability of the Company is limited to the repair or replacement of the Plant and Equipment and is not to include economic or consequential damages of any nature whatsoever.

15. MISCELLANEOUS

a. The person signing this agreement for and on behalf of the Hirer hereby covenants with the Company that he has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Company against all losses and costs incurred by the Company arising out of the person so signing this agreement not in fact having such power and/or authority.

b. Termination of the hire period will not affect any of the conditions that are expressed or implied to operate or have effect after termination

c. Time is to be of the essence of all obligations of the Hirer in these conditions.

16. PROVISIONS SEVERABLE

a. It is hereby agreed as a term of this agreement that if any provision or part of any provision of this agreement is unenforceable, such unenforceability will not affect any other part of such provision or any other provision hereof.

17. LAW AND JURISDICTION

- These Terms and Conditions are to be governed and construed by the laws of the State or Territory in which this Agreement is duly executed.
- Any proceeding in respect of any matter or thing with respect to the Hirer must be instituted or carried on the State or Territory in which this Agreement was duly executed.