

HIRE TERMS

AAC Temp Fence agrees to hire and the Customer agrees to take on hire the Equipment on the following terms and conditions. By signing the Hire Schedule, the Customer acknowledges and confirms that the Customer has read, understood and accepted these terms and conditions.

1. INTERPRETATION

In these terms and conditions:

- 1.1 expressions described in the Hire Schedule have the meaning given to them in the Hire Schedule;
- 1.2 **AAC Temp Fence** means Property & Projects Pty Ltd ACN 141 805 218 as Trustee for the Cross Family Trust ABN 26 003 769 703 trading as "AAC Temp Fence";
- 1.3 **Customer** means the person or company named in the Schedule who takes the Equipment on hire, and includes any servant, agent or contractor of the Customer;
- 1.4 **Equipment** means the fencing and other equipment hired to the Customer by AAC Temp Fence and listed in the Inventory section of the Hire Schedule, including all panels, feet, clamps, bracing and other components;
- 1.5 **Hire Fee** means the amount specified in the Hire Schedule and payable by the Customer to AAC Temp Fence for the hire of the Equipment for the Hire Period;
- 1.6 **Hire Period** means the period set out in the Hire Schedule;
- 1.7 **Hire Schedule** means a schedule in AAC Temp Fence's standard form which sets out the details of the hire; and
- 1.8 **Hiring Agreement** means the Hire Schedule and these Terms and Conditions.

2. HIRE

AAC Temp Fence agrees to hire and the Customer agrees to take on hire the Equipment on the following terms and conditions.

3. INSTALLATION & REMOVAL

- 3.1 AAC Temp Fence will deliver and install the Equipment at the Site on or as soon as possible after the Installation Date, in accordance with the Customer's site plan or verbal directions.
- 3.2 The Customer acknowledges that AAC Temp Fence may need to alter the position of Equipment to accommodate services or obstacles.
- 3.3 AAC Temp Fence will remove all Equipment from the Site on the last day of the Hire Period, unless the Customer requests an extension of the Hire Period in accordance with clause 5.

4. HIRE FEES

- 4.1 The Customer agrees to pay all fees and charges levied under this Hiring Agreement plus all applicable goods and services tax (GST), and any other government taxes or duties that may apply.
- 4.2 AAC Temp Fence will invoice the Customer for the Hire Fee immediately after installation. Invoices will be sent to the Billing Address shown in the Hire Schedule.
- 4.3 AAC Temp Fence may require the Customer to pay a deposit, and if so, AAC Temp Fence is not obliged to deliver and install Equipment until that deposit has been paid in full.
- 4.4 The Customer must pay each invoice in full within 30 days of the date shown on the invoice. All payments must be made by direct deposit (into AAC Temp Fence's nominated bank account, as shown on the invoice), cash or cheque.
- 4.5 AAC Temp Fence may levy and the Customer must pay:
 - (a) interest on all late payments at the rate of 15% per annum; and
 - (b) a \$30.00 per week administration fee, calculated daily from the due date for payment until the entire amount overdue (plus all accrued interest) has been paid in full.

5. HIRE PERIOD

- 5.1 The Hire Period commences on the date Equipment is installed at the Site.
- 5.2 The Customer may request, prior to the end of the Hire Period, an extension of the Hire Period. If AAC Temp Fence agrees to the extension, the Customer must pay the Monthly Fee for each month or part thereof starting on the day after the end of the initial Hire Period, and ending on the date all Equipment is returned to AAC Temp Fence's possession.
- 5.3 If, through any act or omission of the Customer, AAC Temp Fence is unable to remove and recover possession of all Equipment at the end of the Hire Term, the Hire Period will be automatically extended for successive periods of one (1) month until the date all Equipment is returned to AAC Temp Fence's possession, and the Customer must pay the Monthly Fee for each month or part thereof.
- 5.4 Neither the Hire Fee nor the Monthly Fee will be pro-rated. For the avoidance of doubt, AAC Temp Fence is not obliged to refund any amount to the Customer if the Equipment is returned early.

6. INTERFERENCE

- 6.1 If the Customer moves or alters the Equipment on the Site:
 - (a) the Customer does so at its own risk; and
 - (b) the Customer must not damage the Equipment in doing so.
- 6.2 The Customer must not remove any of the Equipment from the Site without AAC Temp Fence's prior written approval.
- 6.3 If AAC Temp Fence agrees to relocate the Equipment to a new location, AAC Temp Fence may agree to do so subject to the Customer agreeing to pay AAC Temp Fence's reasonable costs of relocating and re-installing the Equipment.

7. LOSS AND DAMAGE

- 7.1 The Customer is responsible for all loss, theft or damage of the Equipment whilst the Equipment is on any site at the request of the Customer.
- 7.2 If, after Equipment is returned to AAC Temp Fence's possession, any components are missing or damaged, AAC Temp Fence will invoice the Customer in accordance with its current Damaged & Lost Equipment Schedule (as published on AAC Temp Fence's website from time to time), and clauses 4.4, and 4.5 shall apply.

8. CUSTOMER OBLIGATIONS

- 8.1 The Customer must not, without the prior consent of AAC Temp Fence, make any substantial repairs, alterations, additions or replacements to the Equipment.
- 8.2 The Customer must:
 - (a) return the Equipment to AAC Temp Fence in the same condition as when delivered (fair wear and tear excepted);
 - (b) not do or cause or suffer to be done any act, matter or thing which is likely to endanger the safety or condition of the Equipment; and

- (c) pay to AAC Temp Fence on demand all money which AAC Temp Fence pays or is liable to pay to make good any failure by the Customer to comply with any obligation under this Hiring Agreement and all other costs and expenses, including legal costs and expenses that AAC Temp Fence may incur in the enforcement or protection or attempted enforcement or protection of AAC Temp Fence's rights under this Hiring Agreement or in the Equipment, including money paid by AAC Temp Fence in releasing any lien or other encumbrance claimed on the Equipment and in dismantling and removing Equipment from any premises.

9. GUARANTEES

- 9.1 AAC Temp Fence may require one or more persons to provide a personal guarantee as security for obligations and payments due by the Customer to AAC Temp Fence under this Hiring Agreement, as a condition of extending credit and/or hiring Equipment and/or continuing to hire Equipment to the Customer.

- 9.2 If required, the Customer must immediately procure and deliver executed personal guarantees (in the form required by AAC Temp Fence) to AAC Temp Fence.

10. SECURITY INTEREST

- 10.1 In this clause 10, terms which are defined in the *Personal Property Securities Act 2009 (Cth)* (PPSA) have the meaning given to them in the PPSA.

- 10.2 The Customer agrees to grant AAC Temp Fence a security interest in all present and after-acquired property and their proceeds to secure payment of all fees and charges payable under this Hiring Agreement.

- 10.3 At the request of AAC Temp Fence, the Customer agrees to promptly execute any documentation necessary, or to do anything else required by AAC Temp Fence, to ensure that the security interest created under this Hiring Agreement shall constitute a first ranking, perfected security interest over the Customer's property and proceeds. This includes providing any information necessary for AAC Temp Fence to complete a financing statement or financing change statement.

- 10.4 The Customer waives the Customer's right to receive a copy of a verification statement under the PPSA.

- 10.5 The Customer agrees to reimburse AAC Temp Fence for all costs and charges incurred, expended or payable by AAC Temp Fence in relation to the filing of a financing statement or financing change statement in accordance with this Hiring Agreement.

11. TERMINATION

- 11.1 AAC Temp Fence may terminate the Hiring Agreement and remove the Equipment from the Site at any time if:

- (a) the Customer commits a material breach of the Hiring Agreement; or
- (b) any of the following events occurs in relation to the Customer:
 - (i) execution or other process issued on a judgement, decree or order of an Australian court in favour of a creditor of the Customer is returned wholly or partly unsatisfied;
 - (ii) it becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001*) or action is taken that could result in that event;
 - (iii) it becomes an externally-administered body corporate (as defined in the *Corporations Act 2001*);
 - (iv) steps are taken by any person which towards making the Customer an externally-administered body corporate;
 - (v) it is subject to the appointment of a controller (as defined in the *Corporations Act 2001*), trustee, trustee-in-bankruptcy, external administrator or guardian in respect of all or part of its property;
 - (vi) it is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*; or
 - (vii) anything analogous or having a substantially similar effect to any of the events specified above happens in relation to the Customer, under any applicable law.

- 11.2 If the Hiring Agreement is terminated early for any reason, clause 5.4 applies.

12. GENERAL

- 12.1 Disputes: If a dispute arises regarding any matter relating directly or indirectly to this Hiring Agreement (other than a dispute arising from non-payment of an invoice) then prior to pursuing any other rights or proceedings in relation to the dispute, the parties must meet in good faith and use their best endeavours to resolve such dispute to their mutual satisfaction.

- 12.2 Governing Law: The laws of the State of Victoria apply to this Hiring Agreement.

- 12.3 Signatory warranty: The person or persons who sign this Hiring Agreement as or on behalf of the Customer warrant that each of them is authorised to enter into this Hiring Agreement on the Customer's behalf, and to bind the Customer to this Hiring Agreement (whether the Customer trades on its own account or as trustee).

- 12.4 No waiver or variation: A provision of or a right created under this Hiring Agreement may not be waived or varied except in writing signed by the party to be bound by the waiver or variation.

- 12.5 Nature of obligation:

- (a) Any provision in this Hiring Agreement which binds more than one person binds all of them jointly and each of them individually.
- (b) Each obligation imposed on a party by this Hiring Agreement in favour of another is a separate obligation.

- 12.6 Severance: If any provision of this Hiring Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Hiring Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Hiring Agreement.

- 12.7 No merger: On completion or termination of the transactions contemplated by this Hiring Agreement, the rights and obligations of the parties set out in this Hiring Agreement will not merge and any provision that has not been fulfilled remains in force.