

## CHEAPaWAY ONLINE – Hire

Truck Hire

Trailer Hire

DINGO Hire

## Hire Contract Agreement Terms and Conditions

CHEAPaWAY agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment the Customer must complete and sign (or otherwise accept in the manner required by CHEAPaWAY) a Hire Schedule and such other documents as CHEAPaWAY may require. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between CHEAPaWAY and the Customer or Hirer, together with any credit card guarantee for deductions and indemnity or other contractual documents. CHEAPaWAY may in its absolute discretion decline to hire Equipment to the Customer at any time. Amendment: These Hire Contract Conditions may be changed by CHEAPaWAY from time to time by CHEAPaWAY giving notice of the amendment to the Customer. Notice is deemed given (whether or not actually received) when CHEAPaWAY does any of the following: (1) Sends notice of the amendment to the Customer at any address (including calling the phone number provided in the event no answer text message sent) supplied by the Customer; (2) On the contract being signed on the day of hire.

### Interpretation of Words in this Contract:

1. *“Owner”* - In this document the word “Owner” means “CHEAPaWAY and/or its members or agent”.
2. *“CHEAPaWAY ONLINE”* is referred to in this document as *“CHEAPaWAY”*
3. *“The Hirer” / “The Customer”* – The person named on the contract as identified by driver’s license and credit card at time of signature and commencement of this contract as “The Hirer”.
4. *Commencement* – The date when the Customer takes possession of the Equipment.
5. *Equipment* – Means any kind of equipment, Vehicles, Trucks, Trailers, Spit/Coldroom Trailer, Dingo Mini Digger / Dingo Attachments, Plant or tools including but not limited to the following kinds of goods or goods suitable for the following kinds of uses: cleaning; cooling and/or heating; entertainment; waste management; landscaping and gardening; plumbing; fencing and covering; lifting; access; air and air compression; pumping and fluid management; welding; compaction; concrete & masonry; flooring; earthmoving; floor care and cleaning, generation and power distribution; ground equipment and shoring; ladders and scaffolding; propping; lighting; materials handling; offshore pumps; safety equipment; vehicles including trucks, vans and trailers, and includes tools, parts, accessories, trailer light connection adapters and “D” shackles for any of the foregoing and all equipment attached thereto or hired under this Agreement .
6. *Hire Charge* – The amounts shown on the Hire Schedule payable by the Customer to hire the Equipment before taking equipment.
7. *Hire Period* – Means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if CHEAPaWAY agrees. CHEAPaWAY may issue and require the Customer to sign an amended Hire schedule for any extension of the Hire Period.

8. *Hire Schedule* – Means a document which CHEAPaWAY may require the Customer to sign (or accept in a way CHEAPaWAY requires) including particulars of the Equipment and the Hire Period and such other information as CHEAPaWAY may decide to require.
9. *CHEAPaWAY* – The Company listed on the Hire Schedule. In the reasonable opinion of CHEAPaWAY, travelled during the Hire Period.
10. *Interstate travel* – requires larger bond depending which state trailer is being taken to or through.

#### **CHEAPaWAY Obligations:**

11. CHEAPaWAY will: Allow the Customer to take and use the Equipment for the Hire Period;
12. Provide the Equipment to the Customer clean and in good working order;
13. Publications, policies and ACT's are assumed up to date at time of publication of this contract, unintended errors or out of date information does not void or invalidate this contract or invalidate hirer's liability set out under this contract at time of signing.
14. NOTE TO CUSTOMER: You must return the Equipment at your expense when due back unless you obtain a Customer written agreement from CHEAPaWAY.
15. CHEAPaWAY reserves the right to exchange the hire item at the said location or nearest possible location with an equivalent item at any time before and during the booking or hire period. In the event that the exchange of item or location cannot occur CHEAPaWAY reserves the right to refund the hire amount without any compensation.

#### **Obligations of the Hirer / Customer:**

##### Contract:

16. The Hirer agrees that they are the same person as detailed on the license provided.
17. The Hirer agrees that in the event of incorrect license details being provided that the credit card details provided by the hirer are proof of hire.
18. This hire contract agreement may not be transferred or assigned to any other party without the consent in writing of the owner.
19. The Hirer agrees that all additional charges related to the hire of the trailer will be automatically charged and debited to the hirer's credit card. If additional charges are not paid then further action will be taken to recover monies owed.
20. During the continuance of the hiring, the hirer will not –
  - a. Sell, offer for sale, assign, mortgage, pledge or underlet the trailer / equipment or any interest of the hirer therein,
  - b. Part with possession of the trailer or equipment hired,
  - c. Make modifications or change any part of the trailers or equipment hired.
21. Allow any lien to be created in respect of the trailer / equipment whether for repairs or otherwise.
22. The hire acknowledges that the owner may disclose data recorded in relation to this rental in conjunction with any future promotional or marketing undertaken by the Owner or business partners.
23. The hirer acknowledges that the Owner may use satellite tracking devices on any of its hire equipment.

Payment / Fees & Charges:

24. Payments by the Customer to CHEAPaWAY are on or about Commencement (or as otherwise specifically agreed with CHEAPaWAY), the Customer will pay the Hire Charge and Bond set out in the agreement.
25. Immediately on request by CHEAPaWAY, the Customer will pay:
  - a. the new list price of any Equipment which is for whatever reason not returned to CHEAPaWAY. (NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment),
  - b. all costs incurred in cleaning the Equipment,
  - c. the full cost of repairing any damage or unauthorized modifications to the Equipment, unless expressly agreed otherwise in this Contract in writing,
  - d. stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from CHEAPaWAY supply or the Customer's use of the Equipment during hire and up to 28 days after hire period,
  - e. all costs incurred by CHEAPaWAY in delivering and recovering possession of the Equipment;
  - f. a late payment fee calculated daily at 10% per month on all amounts owing by the Customer not paid on time,
  - g. the Kilometers Charge and any additional Hire Charges; for collection
  - h. the cost of fuels and consumables provided by CHEAPaWAY and not returned by the Customer refueled and consumables replaced,
  - i. any expenses and legal costs (including commission payable to a commercial agent) incurred by CHEAPaWAY in enforcing this Contract;
  - j. all costs of repairing or replacing equipment, including wheels and or tyres, and road services at end of hire period and up to 28 days after hire period; and
  - k. if any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract.
26. Without limiting the ability of CHEAPaWAY to recover all amounts owing to it, the Customer authorizes CHEAPaWAY to charge any amounts owing by the Customer to any credit card or account details of which are provided to CHEAPaWAY.
27. Late return fees will be charged.
28. In the event of a payment being declined, attempts will continue to be made every 24 hours to process due payment. CHEAPaWAY will attempt to make contact with the hirer regarding the overdue payment.
29. In the event that CHEAPaWAY is unable to make contact with the hirer and payment has not been processed, the equipment will be reported stolen to the Police after a period of 24 hours.
30. TOLLS, FINES and ADDITIONAL CHARGES - All toll fines, but not limited to, will be charged a \$20.00 administration fee plus the value of the fine at any time.
31. All penalty and traffic infringement fines (e.g. exceeding speed limit, red light camera), but not limited to, will be charged a \$50.00 administration fee, plus the value of the fine or penalty if applicable.
32. I, The Customer authorize CHEAPaWAY to debit my credit card for the administration fee plus the fine value where applicable without any further correspondence for any fines incurred whilst any item of CHEAPaWAY is/was in my possession.

33. I, The Customer authorize CHEAPaWAY to debit my credit card for all additional charges incurred under the terms and conditions of the hire agreement.
34. REFUND and CANCELLATION POLICY - Refunds and Cancellations are subject to the following:
  - a. A minimum of 24 hours' notice must be given on all cancellations prior to the start time and date of the booking.
  - b. A holding and cancellation fee of \$20 per week (or part thereof) calculated from the time of booking will be deducted from the refund.
  - c. Any notice pursuant to this clause is to be made by telephoning 0438 382 666 between the hours of Monday and Friday 8am to 6pm, Saturday 8am to 4pm and Sunday 9am to 4pm.
35. The hirer shall not be compensated for any loss of time incurred by the hirer as a result of any component of mechanical failure of the trailer or equipment hired.

Pickup / Return:

36. Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorized by the Customer to do so and the Customer will not allege that any such person is not so authorized.
37. The Hirer must satisfy him/herself at Commencement that the Equipment is suitable for its purposes and agrees the Dingo / Attachments / Trailer is in a good and serviceable condition and all existing non-functional damages or missing equipment are noted on the agreement before signing.
38. A 50mm diameter tow-ball is a standard requirement for all hire trailers.
39. Hirer agrees to carry the provided spare wheel for the trailer at all times.
40. Hirer acknowledges that a wheel brace and jack are not supplied with the hire and that the tow vehicle is to carry tyre changing equipment and PPE at all times whilst towing.
41. The Hirer acknowledges that he/she is responsible for all puncture repairs and that no claim for worn tyres will be met without presenting the tyre in question to the owner and/or an agent of the owner.
42. The Customer must: Deliver the Equipment to CHEAPaWAY when it is due back.
43. Return the Equipment to CHEAPaWAY clean and in good repair. Trailers and equipment returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense at a minimum cost of \$35.00 unless specialized cleaning is required.
44. On the termination of the period of hiring the Hirer at his own expense must return the trailer to the address being place from which it was hired or otherwise noted in addition conditions.
45. When the trailer cannot be returned by the due time at the expiration of the hiring period ("due time") the hirer must advise CHEAPaWAY by phone on 0438 382 666 immediately before that due time and advise CHEAPaWAY of the estimated time of return. If further delay is experienced, and the amended arrival time cannot be met, the hirer is then required to give further notice to that effect. The hirer agrees to indemnify the owner against any costs incurred by the owner as a result of the hirer's failure to provide such information.
46. When a trailer is not returned by expiration time of the agreed hire period the rental of the trailer shall be treated for charging purposes as a new hiring. The new hiring will be charged at standard rate that would apply for a new hire.
47. The Hirer can request to extend the hire. CHEAPaWAY reserves the right to refuse an extension and ask for the trailer to be returned by a specified date and time. This step

terminates the contract between CHEAPaWAY and the Hirer at the date and time advised by CHEAPaWAY. Upon termination of the contract, failure by the hirer to return the trailer shows intent of the hirer to not return the trailer, and the Police will be informed and the trailer reported as stolen.

48. The hirer acknowledges and agrees to pay in full to CHEAPaWAY the standard trailer recovery fee of \$2100.00 should the hirer fail to return the hire item to the address stated on the hire contract document.
49. In the event of a Trailer / Equipment breaking down the hirer shall arrange at his own expense to return it to the owner or its agent forthwith. The period of the hire shall be determined upon such return of the trailer to the owner or its agent; in no event shall the owner be responsible for any expenditure damages and/or loss incurred by the hirer arising out of any breakdown or failure of the Trailer or Equipment Hired.
50. There is no refund for any early return of the hire period on Trailers or Equipment listed in this contract. The hired trailer or equipment, once returned to CHEAPaWAY's return location early cannot be reclaimed in objection and taken again for the remaining hire period.

Insurance / Indemnity / Liability / Exclusions:

51. Indemnify CHEAPaWAY for all injury and/or damage caused to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment; by the customer.
52. The Hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing equipment and agrees that no claim for loss or damage can be made against the Owner. The Hirer shall make his own insurance arrangements and assume all responsibility for any liability arising from the trailer or equipment while the trailer or equipment is in the care and control of the hirer or is being used by the hirer or servants. The trailer or equipment is not insured against theft or damage for the hirer or user and it is the hirer's responsibility to keep it undamaged and secure. The Hirer accepts full liability for any costs relating to the trailer, equipment, or vehicle in the event that the trailer or equipment is lost, stolen, damaged or destroyed even if caused by animal, insect or act of GOD. The hirer will be charged at new retail replacement cost of trailer, equipment, vehicle or component.
53. The Hirer will be held totally responsible for any damage caused to the trailer or equipment while it is covered by this contract, and will also be liable for all costs incurred in recovery of and repair of the equipment. The Hirer agrees to accept liability for any damage to the trailer or equipment and the bond will be held as part payment for any damage.
54. The hirer agrees that he will not allow repairs to be carried out or costs to be incurred on the owner's behalf without having first obtained written authority from CHEAPaWAY.
55. INDEMNITY: The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owner's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the equipment or otherwise.
56. EXCLUSION OF LIABILITY: The Owner shall not be liable to the Hirer or the Hirer's servants and/or agents from any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions express or implied (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade

- Practices Act (1974) or relevant State legislation), use, maintenance, transport, operation of the trailer or otherwise.
57. OPERATION OF CLAUSE: Clauses 28 & 34 hereof to the extent these clauses are inconsistent with other clauses, terms or conditions of the Agreement clauses 28 & 34 are to override any such other clauses and be of paramount force.
58. CUSTOMER'S LIABILITY in the following circumstances:
- a. where the Equipment is lost or stolen;
  - b. where the Customer has breached any clause of this Contract;
  - c. where the damage is caused by the negligence of the Customer or the Customer's agent or even if damaged by animal or act of GOD;
  - d. where the damage is caused by vandalism, or in CHEAPaWAY reasonable opinion in any way whatsoever other than by the ordinary use of the Equipment by the Customer;
  - e. where the damage is caused by a collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object whatsoever due to insufficient clearance;
  - f. where the damage is to or caused by a truck mounted loading device;
  - g. where the damage is to wheels or tyres including puncher repairs;
  - h. where the damage is caused while the Equipment is being driven or towed on any road that is unsealed or is not a public road;
  - i. where the damage is caused in any way by overloading.
  - j. where the damage is to glass or timber lining;
59. The Customer will pay Damage and Theft.
60. "EQUIPMENT BOND COVER DAMAGE, FINES AND TOLLS, NOT THEFT OR BEING LOST AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY in the following circumstances:
- a. where, in the case of theft or lost, the Customer is responsible for the full amount to replace the trailer / Equipment ;
  - b. where, in the case of theft, the Customer has failed to submit to CHEAPaWAY a Police Report & report to CHEAPaWAY on the theft within 1hrs of knowing of the theft allegedly occurring CHEAPaWAY will file charge of theft against hire customer;
  - c. where the Customer has breached any clause of this Contract;
  - d. where the theft is caused by the negligence of the Customer or the Customer's agent;
  - e. where the damage is caused by vandalism, or in CHEAPaWAY reasonable opinion in any way whatsoever other than by the ordinary use of the trailer or equipment by the Customer; or
  - f. where the damage is: to or caused by a truck mounted loading device; to wheels and or tyres or to glass;
  - g. Caused while the trailer is being towed on any road that is unsealed or not a public road; or
  - h. Caused by overloading.
61. The Customer may pay an additional Theft Waiver Fee, by way of cash deposit set out in the contract to 3/4 the value of the equipment as determined by CHEAPaWAY in its discretion. The Equipment Theft Waiver Excess will be shown on the Hire Schedule. (The Damage Waiver on such Equipment will still be the same Basic Damage Waiver under clause 59.).
62. EQUIPMENT THEFT WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY FOR THEFT in the following circumstances:
- a. where the Customer has failed to keep the Equipment in a securely locked compound;
  - b. where the Customer has failed to submit to CHEAPaWAY a Police Report on the theft within 7 days of the theft allegedly occurring;

- c. where the Customer has breached any clause of this Contract; or
  - d. where the theft is caused by the negligence of the Customer or the Customer's agent.
63. Where CHEAPaWAY determines that one or more of the circumstances in clauses 58, 59 or 60 applies, the relevant Damage or Theft Waiver will NOT apply unless the Customer is able to establish otherwise to the reasonable satisfaction of CHEAPaWAY.
64. Customer not to Claim Damages - The Customer cannot recover from CHEAPaWAY compensation for any damages (including for consequential loss) arising in respect of this Contract or the hiring or the use of the Equipment. NB This clause does not affect any rights the Customer may have under the Australian Consumer Law or other law if, and to the extent that, those rights may not be lawfully excluded or modified under this Contract.
65. Breach of Hire Contract by Customer - If the Customer breaches any clause whatsoever of this Contract, or becomes bankrupt, insolvent or ceases business then, CHEAPaWAY shall be entitled to:
- a. terminate this Contract, and/or
  - b. sue for recovery of all monies owing by the Customer, and/or
  - c. repossess the Equipment (and is authorized to enter any premises where the Equipment is located to do so), and any Damage and/or Theft Waiver referred to in clause 57 is immediately invalidated.
66. The Customer indemnifies CHEAPaWAY in respect of any breach by the Customer of any provision of this Contract.
67. No Warranties - All warranties and conditions are excluded to the full extent permitted by law and CHEAPaWAY's only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Equipment again or to the repair of the Equipment. NB This clause does not affect any rights the Customer may have under the Australian Consumer Law or other law if, and to the extent that, those rights may not be lawfully excluded or modified under this Contract.
68. Disputes - The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated at time of Hire Contract signing. In the event that no communication is received from the Customer at this time period, the Hire Charges are deemed to be accepted by the Customer. If a dispute arises relating to this Contract, the hiring or the use of the Equipment (except in regard to payments due to CHEAPaWAY), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.
69. Privacy - CHEAPaWAY will comply with the National Privacy Principles in all dealings with Customers.
70. Governing Law – This Hire Contract is a payment claim 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.
71. Except where CHEAPaWAY in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, CHEAPaWAY and the Customer agree that this Contract is governed by the law of the state of Queensland, and the parties submit to the jurisdiction of the courts of that State. Effective – January 2012.

Equipment Hire with Contracted Operator / Driver – Invoices:

72. Equipment Hired with Operator / Driver under this Contract – Contracted “Operator / Driver”, CHEAPaWAY ONLINE and its employees or servants are not liable in any way for any injuries, damaged property, property loss, damaged utilities, third party damages and any theft or loss of equipment hired from negligence, accident or normal work practices whilst under this contract to “Operate / Drive” the equipment on your (the hirers) behalf. It is the DINGO Hirer responsibility to call “dial before you dig” or view site plans before work is to commence to ensure no pipes, power cables or other utilities are in the ground of any work areas or worksites. Prior to any earthworks or excavation the hirer is to ensure the worksite is safe and all overhead and underground utilities have been identified and clearly marked and identified to the operator before the equipment enters the worksite or property. Hirer is to ensure OH&S policies / protocol are enacted and a Hazard / Risk Assessments conducted prior to work commencing. Contracted “Operator / Driver” under this contract operates on your (the hirer) behalf and acts with all due care but with NO RESPONSIBILITY! Invoices are to be paid within 7 days. Overdue invoices will be charged at 15% of total invoice per week overdue.

Trailers:

73. Trailers must not be used to carry more than is lawful and listed on the VIN plate. It is suggested that weight should be 70% in the front half of cargo space.
74. The hirer must not exceed 80km per hour. The hirer acknowledges that the Department of Motor Transport requires safety chains with stamped load rated “D” Shackle and proper functioning lights.
75. It is the hirer’s responsibility to comply with all regulations including load capacity of the trailer and of the towing car. In relation to the tandem trailers, the hirer acknowledges that to comply with the Department of Motor Transport regulations the trailer must not gross more than .75 of a tonne without the brakes on the trailer being connected to the towing vehicle by an electric braking controller or manual mechanical override system.
76. The Hirer guarantees The Owner that they have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer without incident or accident.
77. The Hirer will not load or tow the trailer without the knowledge, skill and ability required fulfilling this guarantee.
78. Secure your load – Hirer agrees to secure all property/goods or stock within the parameters of the trailer so as to ensure that the said loads or part thereof will not under any circumstances part from or leave the trailer during transit or otherwise (see clause 20 above regarding insurance). The Hirer will secure their load using suitable tie down materials. (Hirer agrees not to use the winch on the car carrier to secure the load).
79. The Hirer agrees that all fully enclosed trailers (Furniture Vans, Furniture Trailers, and Bike Trailers) are not guaranteed to be waterproof or dust proof and that the hirer is responsible to take precautions to prevent any damage to any goods they enclose within the trailer.
80. The Hirer agrees to have coupling attached to the tow vehicle at all times when loading, whilst loaded and during unloading.
81. The jockey wheel is for raising and lowering the trailer and is not to be used to manoeuvre the trailer.

82. That the wheel nuts are tightened before first loading and rechecked daily and periodically during travel with a wheel brace so that wheel nuts WILL NOT come loose during transit.
83. The Hirer agrees that it will not load, tow or otherwise travel with the Trailer on any kind of unsealed road/roadway/laneway or any other transportation route. An unsealed road is defined as a road that does not have a sealed bitumen surface.
84. MAXIMUM LOAD ON CAR CARRIER/TRANSPORTER AND TANDEM CAGES IS 1200KGS.
85. MAXIMUM LOAD ON SINGLE AXLE TRAILERS UNBRAKED IS 500KGS.
86. MAXIMUM LOAD ON SINGLE AXLE TRAILERS BRAKED IS 700KGS.
87. IMPORTANT TOWING VEHICLE LIMITATIONS - The Aggregate Trailer Mass (i.e. mass of trailer plus load) MUST NOT exceed the maximum towing capacity of the tow vehicle as specified by the vehicle manufacturer. The towing capacity of vehicles is usually provided in the vehicle operator's hand book. Also check towbar's manufacturer's specification plate on towbar as the two may differ.
88. 33. CAUTION - Trailers fitted with over-ride brakes may not be towed by a vehicle whose unladen weight is less than the total weight of the trailer and any equipment or load on the trailer.

#### LONG TERM HIRES – TRAILERS ONLY

89. Long Term Hires can only be booked with a valid credit card.
90. Payment can be made in full at the time of the booking; alternatively, the following payment plan is available: - The first payment is made at the time of booking. This payment covers the first three weeks of the hire. - All future payments will be debited on a weekly basis from the provided credit card, starting one (1) week after commencement of the hire.
91. An email advice for the subsequent installments will be sent three (3) days prior to the credit card being debited.
92. In addition to the standard Terms and Conditions, the following apply to Long Term hires - A Long Term Hire is defined as any trailer hire that is initially hired for a minimum of three weeks and extended thereafter.
93. Hires can only be extended prior to the due date and time or standard late fees will apply.
94. Long Term Hires are available from selected locations only.
95. Long Term hires are not available for One Way hires.
96. A standard hire cannot be transferred to a Long Term Hire. In this instance, a new hire contract must be commenced.
97. It is the hirer's responsibility to keep the trailer in a roadworthy condition. If the hirer feels that the trailer requires attention, they are to contact CHEAPaWAY to arrange a maintenance inspection as soon as possible.
98. Any faults with the trailer must be reported to CHEAPaWAY during normal business hours, prior to further use of the trailer.
99. 49. In the event of a payment being declined, attempts will continue to be made every 24 hours to process due payment. CHEAPaWAY will attempt to make contact with the hirer regarding the overdue payment.
100. 50. In the event that CHEAPaWAY is unable to make contact with the hirer and payment has not been processed, the trailer will be reported stolen to the Police after a period of 24 hours.
101. EARLY RETURN POLICY - In the event of a Long Term hire being returned earlier than the contracted term, the hire rates will be re-calculated in accordance with our fee schedule. A cancellation penalty fee which equates to 5% of the original hire value will also be charged.

General Operation / Safety:

102. Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by CHEAPaWAY or posted on the Equipment or on website.
103. Insure that all 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 fully licensed.
104. The hirer shall use the equipment in a skillful and proper manner and shall not speed or overload it.
105. Operate the Equipment with an adequate motor vehicle and/or power source.
106. Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify CHEAPaWAY in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer.
107. Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation.
108. Report and provide full details to CHEAPaWAY of any accident or damage to the equipment immediately after reasonable actions is taken to render area safe and any injuries or assistance given to victims involved in the accident or damage that occurred.

**The Customer must NOT:**

109. Tamper with, modify, damage or repair the Trailer or Equipment Hired.
110. Lose or part with possession of the Trailer or Equipment Hired.
111. Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract.
112. Allow any person to Drive and Tow the Trailer or Operate the Dingo and Attachments if the person:
  - a. only holds a provisional driver's license less than one year, or does not hold an unrestricted license to drive that class of Motor Vehicle; or Operate the equipment,
  - b. Is affected by drugs and/or alcohol.
113. Exceed the recommended or legal load and capacity limits of the Equipment,
114. Carry any illegal, prohibited or dangerous goods and substances, Pets, Animals including livestock, or any liquid that could leak, in or on the Trailers or Equipment Hired.
115. All Trailers are not to be towed by vehicles with 24 volt electric systems (All trailers are 12 volt only).
116. All Trailers are not to be towed by vehicles with a greater than 4.5 tonne gross vehicle mass (GVM).
117. UNDER NO CIRCUMSTANCES ARE THE TRAILERS / DINGO / DINGO ATTACHMENTS TO BE TAKEN ONTO A BEACH, SAND DUNES, SALT PLANS, IN WATER OR ON GROUND WITH HIGH SALT CONTENT.

## PPS Law:

118. This clause applies to the extent that this Contract provides for a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in this agreement include references to amended, replacement and successor provisions or legislation.

119. If CHEAPaWAY does not have at Commencement a PPS Law registration ensuring a perfected first priority security interest in the Equipment, the Hire Period, (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) may not despite anything else in this document or any Hire Schedule be longer than:
  - a. 90 days in the case of Equipment which may or must be described by serial number in a PPS Law registration; or
  - b. a year in any other case.
120. CHEAPaWAY may register its security interest. The Customer must do anything (such as obtaining consents and signing documents) which CHEAPaWAY requires for the purposes of:
  - a. ensuring that CHEAPaWAY security interest is enforceable, perfected and otherwise effective under the PPS Law;
  - b. enabling CHEAPaWAY to gain first priority (or any other priority agreed to by CHEAPaWAY in writing) for its security interest; and
  - c. enabling CHEAPaWAY to exercise rights in connection with the security interest.
121. The rights of CHEAPaWAY under this document are in addition to and not in substitution for CHEAPaWAY's rights under other law (including the PPS Law) and CHEAPaWAY may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it CHEAPaWAY security interest will attach to proceeds.
122. To the extent that Chapter 4 of PPSA applies to any security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this agreement in respect of all goods to which that section can be applied: section 95 (notice of removal of accession to the extent it requires CHEAPaWAY to give a notice to the Customer); section 96 (retention of accession); section 121(4) (notice to grantor); section 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires CHEAPaWAY to give a notice to the Customer); section 129(2) and 129(3); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).
123. The following provisions of the PPS Law: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral) confer rights on CHEAPaWAY. Customer agrees that in addition to those rights, CHEAPaWAY shall, if there is default by Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Customer agrees that CHEAPaWAY may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licensee.
124. The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.
125. CHEAPaWAY and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to CHEAPaWAY the benefit of section 275 (6)(a) and CHEAPaWAY shall not be liable to pay damages or any

- other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.
126. Customer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of CHEAPaWAY.
  127. Customer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless CHEAPaWAY (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to CHEAPaWAY and must be expressed to be subject to the rights of CHEAPaWAY under this agreement. Customer may not vary a sub-hire without the prior written consent of CHEAPaWAY (which may be withheld in its absolute discretion).
  128. Customer must ensure that CHEAPaWAY is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.
  129. Customer must take all steps including registration under PPS Law as may be required to:
    - (a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
    - (b) enabling the Customer to gain (subject always to the rights of CHEAPaWAY) first priority (or any other priority agreed to by CHEAPaWAY in writing) for the security interest; and
    - (c) enabling CHEAPaWAY and the Customer to exercise their respective rights in connection with the security interest.
  130. To assure performance of its obligations under this agreement, the Customer hereby gives CHEAPaWAY an irrevocable power of attorney to do anything CHEAPaWAY considers the Customer should do under this agreement. CHEAPaWAY may recover from Customer the cost of doing anything under this clause 5, including registration fees.

**OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR EQUIPMENT HIRE:**

As a holder of a current driver's license, you understand the obligations you have to safely operate your vehicle on any type of designated or undesignated roadway, or property access-way, in accordance to the State's Road Safety / Traffic Rules. Our support to your safety is to ensure that you have the basic understanding of the equipment hired. Your equipment hire agent is not an authorized trainer or assessor in safe towing or operation of the equipment hired. If at any time you feel that you are not competent to safely attach or tow the trailer or use the equipment hired safely, we recommend that you do not hire the equipment at this point and contact an authorized training organization and/or the relevant Transport authority. Every effort is undertaken to ensure your hire equipment is in roadworthy condition or fit for use. Please do not use the equipment if there are doubts about its roadworthiness or safety of equipment and report this immediately to the hire agent. As part of the hire program and in addition to the conditions of use, it is your responsibility to report any identified or potential faults with the equipment, immediately or as soon as possible to the hiring agent.

I, "The Hirer" am competent with (and not limited to):

- a) Correctly connecting and disconnecting the trailer coupling hitch and Safety chains.
- b) Correctly connecting the trailer lights plug and conduct operation checks, prior to use.
- c) Ensure safe load distribution on and off the trailer.
- d) Ensuring any load is safely secured during loading/unloading activities, or when parked, or under tow.

