

Rental Terms and Conditions

TERMINOLOGY: Expressions and Words given special meanings in the rental hiring agreement are as follows:

Company: means MCM Sales & Service Pty Ltd. and includes its successors, assigns, employees, servants and agents.

Contract: means the contract resulting from the acceptance of the company of a customer order.

Customer: means any person who enters into a contract with the company for the rental / hire of Equipment and includes the customer's permitted assigns, successors, employees, servants and agents.

Equipment: means each item of equipment specified in the hire / rental agreement.

Hire Period: means the period of hire contemplated in the hire / rental agreement.

Rental Agreement: means the document the parties agree describes the Company will supply to the customer, and other relevant detail about the Equipment and the hiring agreement.

1. PAYMENT:

- (a) The rental agreement states how the amounts the customer must pay MCM Sales & Service Pty Ltd are calculated and when and where those amounts are to be paid.
- (b) The customer authorises MCM Sales & Service Pty Ltd. to obtain credit information about the customer to the extent permitted by any privacy legislation for the purpose of assessing the customers ability to meet its obligations under the terms of the hiring agreement.

2. THE CUSTOMERS OBLIGATIONS:

- (a) It is the customers obligation to ensure that only people with the appropriate training and licences use and operate the Equipment.
- (b) It is the customers obligation to ensure that the Equipment is maintained and in good working order and that the operator is able to perform routine and daily safety checks if applicable.
- (c) The customer is obliged to notify MCM Sales & Service Pty Ltd of any problem with the Equipment including any loss, damage, or accidents that the Equipment may have been involved in.
- (d) The customer must provide MCM Sales & Service Pty Ltd with access to the Equipment so as to provide any services required under the terms of the hiring agreement.
- (e) The customer must not alter, modify or attach anything to the Equipment without MCM Sales & Service Pty Ltd prior written consent.
- (f) The customer must comply with all laws and regulations relating to the Equipment and its use.
- (g) The customer must not use the Equipment for sub hire, any speed test or contest.
- (h) The customer must ensure that the Equipment is used strictly in accordance with the manufacturers instructions and must not be overloaded or loaded in an incorrect manner.
- (i) The Equipment is only to be used in the manner for which it was designed and intended.

3. THE CUSTOMER WARRANTIES:

- (a) That all information supplied to MCM Sales & Service Pty Ltd in relation to the hiring agreement by the customer is true and correct.
- (b) That the customer has prior to entering into the hiring agreement inspected the Equipment and is satisfied that the Equipment complies with the description in the Rental agreement both in its condition and suitability.
- (c) That the person signing the hiring agreement is authorised by the customer to do so.
- (d) Acknowledges that the hiring agreement does not pass the title of the Equipment to the customer.
- (e) Must not remove or tamper with any identification on the Equipment.
- (f) Must not represent to any person that the customer has title to the Equipment.
- (g) Must not attempt to sell or grant any person any interest in the Equipment.
- (h) Does authorise the Company to use the customer's name and or act on behalf of the customer in exercising any rights or instituting or enforcing any legal proceedings which MCM Sales & Service thinks appropriate to protect its rights in the ownership of the Equipment.
- (i) If the customer is more than one entity, the hiring agreement binds both entities jointly and severally.

4. INSURANCES AND INDEMNITIES:

- (a) MCM Sales & Service Pty Ltd is entitled to receive all insurance proceeds as a result of any loss or damage to any MCM Sales & Service Pty Ltd's Rental Equipment.
- (b) The customer indemnifies MCM Sales & Service Pty Ltd, its employees, agents and subcontractors against all losses, damages, expenses and costs (on a full indemnity basis whether incurred by or awarded against any of them) that any of them may sustain or incur as a result, whether directly or indirectly of the claim.

5. LIABILITY: Liability of MCM Sales & Service Pty Ltd and Customer

In addition to any applicable legislation, the hiring agreement states the contractual liability of each party to the other party and neither party has any liability to the other for direct or indirect damage in relation to the Equipment, or delay or failure in supplying the Equipment or any other services, or the hiring agreement.

THE CUSTOMER ACCEPTS:

- (a) Risk in that Equipment while it is in the customer's control or possession.
- (b) The liability for any damage to or loss of the Equipment caused by the customer's negligence or defective workmanship or that of its employees, agents or contractors.
- (c) The breach of the hiring agreement by the customer.
- (d) The Companies liability for any implied warranty that cannot be excluded at law is limited to replacing, or repairing the relevant Equipment or supplying the relevant services again.
- (e) To provide evidence of non-owned trailer liability insurance cover. Evidence being a copy of current policy or certificate of currency number.
- (f) To provide evidence of adequate public liability insurance coverage. Evidence being a copy of current policy or certificate of coverage number.

6. RENTAL TERM:

The hiring agreement starts on the date it is signed and will continue to apply to all Equipment for at least the Hire Period specified in the hire / rental schedule for the Equipment; unless terminated or extended in accordance with the following Terms and Conditions:

- (a) The customer may terminate the hiring agreement before the end of the term by giving written notice to MCM Sales & Service Pty Ltd of such termination.
- (b) At any time MCM Sales & Service Pty Ltd may terminate the hiring agreement with immediate effect by giving notice to the customer.
- (c) If the customer fails to pay any overdue amount owed to MCM Sales & Service Pty Ltd within 7 days of receiving notice to do so.
- (d) The customer breaches any other material term of the hiring agreement capable of remedy and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- (e) The customer must notify the Company if any step are taken to enter into any arrangement between the customer and its creditors, the customer ceases to be able to pay its debits.
- (f) Any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, provisional liquidator, an administrator or other like person of the whole or any part of the customers assets.

7. DE – HIRING: Immediately at the termination of the rental / hiring agreement for any Equipment.

- (a) The customer must pay MCM Sales & Service Pty Ltd all monies the customer owes in relation to the Equipment.
- (b) The customer must pay MCM Sales & Service Pty Ltd for each day until the Equipment is returned to MCM Sales & Service Pty Ltd the amount payable daily as stated in the rental agreement.
- (c) The customer must deliver to MCM Sales & Service Pty Ltd the Equipment in good working order at its address.
- (d) If the Equipment is not delivered in good working order and free of damage, the customer must pay to MCM Sales & Service Pty Ltd the cost of the repair required to return the Equipment to good working order and free of damage.

8. TERMINATION:

If the customer has not delivered an item of Equipment in good working order to MCM Sales & Service Pty Ltd within 7 days of the termination of the hiring agreement for that Equipment;

- (a) MCM Sales & Service Pty Ltd may enter the premises at which the Equipment is or MCM Sales & Service Pty Ltd think the Equipment is ;
- (b) May take possession of the said Equipment; and
- (c) Customer must reimburse the Company on demand for expenses & costs (on full indemnity basis) incurred by the Company in repossessing the Equipment or incidental to that action.

The customer must reimburse or pay MCM Sales & Service Pty Ltd on demand for all stamp duty payable in relation to the hiring agreement, and any document executed to give effect to the hiring agreement, and any taxes payable in connection with or pursuant to the hiring agreement or the Equipment .

Notwithstanding any other provision in the rental / hiring agreement:

- (a) MCM Sales & Service Pty Ltd. may, in addition to any amounts payable by the customer under the hiring agreement, require the customer to pay any amount of goods and services tax which is payable or may be payable by MCM Sales & Service Pty Ltd. in respect to the provision of any goods, services or other things to be done under the hiring agreement ; and
 - (b) If MCM Sales & Service Pty Ltd. requires any amount to be paid by the customer under the preceding paragraph (a) the customer must pay MCM Sales & Service Pty Ltd. that amount on demand.
- This clause survives termination of the hiring agreement.

9. ASSIGNMENT:

- (a) The customer may not transfer any of its rights or obligations under the hiring agreement without MCM Sales & Service Pty Ltd. prior consent in writing.
- (b) MCM Sales & Service Pty Ltd. may, by giving notice to the customer; transfer any of its rights and obligations under the hiring agreement to any person.
- (c) The customer acknowledges that MCM Sales & Service Pty Ltd. may enter into the hiring agreement as agent for another party.