

**Camden Hire Pty Limited  
(ACN 001 681 456)  
(ABN 61 351 659 098)**

### Conditions of hire

#### Definitions

1. "Equipment" means the goods, articles, machinery, motor vehicle (including tools, accessories and parts), or items described, or specified in, the *Hiring Agreement*, and supplied or to be supplied, to the *Hirer*;
2. "Force Majeure" means circumstances beyond the *Owner's* control; and includes breakdown or damage to, or confiscation of, property, customs restrictions, earthquake, executive or administrative order or act (either general or of particular application) of any government or any official purporting to act under the authority of the government, explosion, fire, flood, hostility, inevitable accident, insurrection, labour difficulty, lock-out, peril of navigation, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine, storm, strike, or war (declared or undeclared).
3. "Hirer" means the person, corporation or entity hiring, or offering to hire, the *Equipment* from the *Owner*, and includes the person, corporation or entity who provides a credit card, or charge card, authority to the *Owner* for payment of any part of the *Hiring Charge*.
4. "Hiring Agreement" means the agreement made between the *Hirer* and the *Owner* for the *Hirer* to hire the *Equipment* from the *Owner*. The *Hiring Agreement* incorporates:
  - (a) These *Conditions*; and
  - (b) the provisions contained overleaf.
5. "Hiring Charge" means the hiring charge nominated by the *Owner* for the hire of the *Equipment*, as varied from time to time by the *owner* in accordance with *These Conditions*; and includes:-
  - (a) all tolls, levies, stamp duties, fines, taxes, penalties and charges incurred by the *Owner* in respect of the *Equipment*;
  - (b) the cost of all consumable items supplied by the *Owner* and used by the *Hirer*;
  - (c) if any tax in the nature of a goods and services tax or like impost ("GST") is assessed or imposed on the *Owner* in respect of anything supplied by the *Owner* to the *Hirer* in connection with the *Hiring Agreement* ("GST amount") - an amount equal to the GST amount;
  - (d) if the *Hirer* breaches the *Hiring Agreement* - such sum as is necessary to compensate the *Owner* for its loss or damage as reasonably determined by the *Owner*;
  - (e) if the *Hirer* fails to return the *Equipment* in good order and clean condition - the cost of replacing the *Equipment*;
  - (f) the cost of recovering the *Equipment*;
  - (g) the cost of repair, and reinstatement of loss or damage, to the *Equipment*; and
  - (h) the hiring charge calculated by reference to the time during which the *Owner* does not have possession of the *Equipment*. Storage on behalf of the *Hirer* does not constitute possession by the *Owner*.
6. "Insurance Excess" in relation to a registered motor vehicle means \$3,000.00.
7. "Insurance Excess Reduction Amount" in relation to a registered motor vehicle means the additional payment made by the *Hirer* to the *Owner* when making the *Hiring Agreement* to reduce the *Insurance Excess* to \$1,000.00.
8. "Owner" means Camden Hire Pty Limited (ACN 001 681 456) (ABN 61 351 659 098); and includes the *Owner's* successors and assigns.
9. "PPS Act" means Personal Property Securities Act 2009 (Cwth).
10. "Security Interest" has the meaning given by section 12 *PPS Act*.
11. "These *Conditions*" means:
  - (a) these conditions for the hire of the *Equipment* from the *Owner*; and
  - (b) such other conditions as may be notified by the *Owner* to the *Hirer*.
12. References to "includes" and "including" are construed without limitation to the generality of any surrounding words.
13. Where the *Owner's* consent or approval is required then, unless the contrary intention appears:-
  - (a) the *Hirer* must obtain such consent or approval from the *Owner* in writing; and
  - (b) the *Owner* may withhold its consent or approval in its absolute discretion;

#### Varying Hiring Agreement

14. Without the *Owner's* written consent, the *Hirer* cannot vary or cancel the *Hiring Agreement*.

#### Entire agreement

15. The *Hiring Agreement* sets out the entire agreement between the parties. There are no oral collateral representations, warranties, or undertakings by the *Owner*.

#### Inconsistency

16. A provision in the *Hirer's* acceptance, or in any other document created or issued by the *Hirer* in response to the *Hiring agreement*, which is inconsistent with *These Conditions* does not bind the *Owner* to the extent of the inconsistency. The *Hirer* acknowledges that the *Hirer* is bound by the *Hiring Agreement*.

#### Hirer's acknowledgments

17. The *Hirer* acknowledges, and warrants to the *Owner*:-
  - (a) all information supplied by the *Hirer* in connection with the *Hiring Agreement* is true and correct;
  - (b) receiving the *Equipment* from the *Owner* in a good order and clean condition, except as specified in any damage report given by the *Hirer* to the *Owner* when the *Equipment* is received;
  - (c) that the *Hirer* does not rely on any representations made by or on behalf of the *Owner* in respect of the *Equipment* or its performance;
  - (d) that neither the *Hirer*, nor any user of the *Equipment*, is the *Owner's* agent, servant or employee;
  - (e) that the *Hirer* has examined the *Equipment*, and is satisfied as to the quality, fitness and suitability of the *Equipment* for the *Hirer's* purposes; and
  - (f) that the *Hirer* has read and understood the *Hiring Agreement*.

#### Deposit

18. The *Owner* will retain the deposit as security for the due performance by the *Hirer* of its obligations under the *Hiring Agreement*. The *Owner* may at any time apply any part of the deposit towards any monies due by, or claimed from, the *Hirer*.

#### Hiring period

19. The hiring period commences when the *Equipment* is delivered to the *Hirer*, or is received by, or on behalf of, the *Hirer*.
20. The hiring period ends:-
  - (a) (i) on the return of the *Equipment* in sound working condition to the *Owner* at the *Owner's* address during the *Owner's* normal business hours as displayed on the *Owner's* website at <http://www.camdenhire.com.au>; or
  - (ii) if the *Owner* agrees in writing to accept the return of the *Equipment* other than at the *Owner's* address, and if that agreement is made prior to 12:00 noon - then at midnight on that day. If notification is received after 12:00 noon on a day - then at midnight on the following day; or
  - (b) on repossession of the *Equipment* by the *Owner*.
21. Notwithstanding that the hiring period has not ended the *Owner* may at any time terminate the hiring period by giving 24 hours' notice to the *Hirer*.

#### Use of Equipment

22. The *Hirer* must at all times and at its sole cost ensure that:-
  - (a) the *Equipment* is operated and used:-
    - (i) by a competent, qualified and trained operator in a skilful and proper manner in accordance with the manufacturer's instructions and recommendations;
    - (ii) in a manner not in breach of the requirements of any statute or regulation, or the requirements of any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;
    - (iii) only within New South Wales; and
    - (iv) with all safety notices and information supplied with the *Equipment* remaining with the *Equipment*, and brought to the operator's attention; and
  - (b) the *Equipment*:-
    - (i) is operated or used by the *Hirer* or a person approved in writing by the *Owner*;
    - (ii) is serviced, cleaned and maintained in good, working and substantial repair and condition;
    - (iii) remains personal and moveable property, even if fixed to land or a building;
    - (iv) is not abandoned, damaged, lost, or stolen;
    - (v) is not changed or altered without the *Owner's* prior written consent;
    - (vi) is not operated or used unlawfully or for an unlawful purpose; and
    - (vii) is not totally or partially immersed in water, regardless of cause; and
  - (c) the *Hirer*:-
    - (i) does not remove, alter or obscure any ownership notice on the *Equipment*; and
    - (ii) gives the *Owner* timely and reasonable access to inspect the *Equipment*, check the *Hirer's* compliance with its obligations under the *Hiring Agreement*, and service any *Equipment* for which the *Owner* is responsible.
23. The *Hirer* is liable for all loss of, or damage to, the *Equipment*.
24. The *Hirer* indemnifies the *Owner* in respect of all actions, claims, suits, demands or expenses of the *Hirer* or any other person in relation to, or arising out of, the use or possession of the *Equipment* by the *Hirer*, or any associate of the *Hirer*.

#### Motor vehicle

25. If the *Equipment* is a motor vehicle, then in addition to clause 19:-
  - (a) the *Hirer* acknowledges receiving the *Equipment* from the *Owner*:
    - (i) with manufacturer supplied tools, tyres, accessories and equipment, and keys;
    - (ii) with the seal of the odometer unbroken; and
    - (iii) with the check out odometer and fuel reading set out on page 1;
  - (b) the *Hirer* must:-
    - (i) return the *Equipment* with a full tank of fuel;
    - (ii) at all times keep the *Equipment* locked, and the keys under the *Hirer's* personal control;
    - (iii) at all times comply with all applicable seat belt and child restraint laws; and
    - (iv) at all times maintain the tyre pressure, fluid and fuel at the manufacturer's recommended operating levels;
  - (c) the *Hirer* must at all times, and at its sole cost, ensure that the *Equipment* is not:-
    - (i) used for any illegal purpose, race, hill-climb, pace-making, contest or performance test of any kind; or being tested in preparation for any such purpose;
    - (ii) used on off-road conditions, including beaches, fire trails, paddocks, sand, tracks, fields or through streams, dams, rivers or floodwaters;
    - (iii) used to tow, push or propel anything (not being a trailer, and then only if the load is not in excess of the capacity of the trailer, towing mechanism or the *Equipment*);
    - (iv) used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) unless the *Equipment* is a 4-wheel-drive motor vehicle in which case it may also be used on graded unsealed roads;
    - (v) used between 1 June until 30 September in any year (a) beyond the entrance to any national park in which snow falls, or (b) in areas in which snow chains are required by any relevant authority to be fitted to motor vehicles;
    - (vi) used to carry more passengers than may be properly accommodated by the seat belt restraints provided in the *Equipment*;
    - (vii) used to carry a greater load than that for which the *Equipment* was built;
    - (viii) used by a person who is under the influence of alcohol or drugs, or who has a blood alcohol content that exceeds the legal limit in New South Wales;
    - (ix) used by a person who has been convicted of an offence relating to driving a motor vehicle (I) under the influence of alcohol or drugs or (ii) with a blood alcohol content that exceeds the legal limit in New South Wales;
    - (x) used by a person who has been refused a motor vehicle insurance;
    - (xi) used by a person who does not hold a current unrestricted motor vehicle driver's licence for the class of motor vehicle hired. A learner's permit is deemed not to be a current unrestricted motor vehicle driver's licence;
    - (xii) used by a person whose driver's licence has been cancelled, endorsed or suspended within the 3 years prior to the date of the *Hiring Agreement*;
    - (xiii) used to carry passengers for hire or reward of any kind;
    - (xiv) used when the *Equipment* is damaged or unsafe;
    - (xv) used to transport goods (except in compliance with all necessary approvals, permits, licences and government requirements, and in accordance with the recommendations of both the manufacturer of the *Equipment* and the *Owner*);
    - (xvi) used for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the *Equipment* was constructed;
    - (xvii) without the *Owner's* prior written consent, used to carry any inflammable, explosive or corrosive substance; and
    - (xviii) used in contravention of any law; and
  - (d) distance charges are based on the motor vehicle's odometer reading.
  - (e) the *Hirer* will be responsible for all overhead damage.
- Loss or damage to *Equipment*, property or persons
26. If the *Equipment* is not a registered motor vehicle:-
  - (a) the *Hirer* is liable for all loss or damage however occurring to:-
    - (1) the *Equipment*; and
    - (2) any person, or property of any person, and resulting from, or incidental to, the use or possession of the *Equipment*; and
  - (b) the *Hirer* indemnifies the *Owner* in respect of every claim for such loss or damage.
27. If the *Equipment* is a registered motor vehicle, and the person driving or in charge of the registered motor vehicle when the loss or damage occurs is over 21 years of age:-
  - (a) the *Hirer* is liable for all loss or damage:-
    - (i) however occurring to the *Equipment*; and
    - (ii) however occurring to any person, or property of any person, and resulting from, or incidental to, the use or possession of the *Equipment*, and up to the *Insurance Excess* for each separate event involving loss or damage;
  - (b) the *Hirer* indemnifies the *Owner* in respect of every claim for such loss or damage; and
  - (c) the *Hirer* can reduce the *Insurance Excess* to \$1,000.00 for each separate event involving loss or damage by paying the *Insurance Excess Reduction Amount* to the *Owner* when entering into the *Hiring Agreement*.
28. Despite clauses 24, and notwithstanding payment of the *Insurance Excess Reduction Amount*, the *Hirer's* liability is unlimited if:-
  - (a) the *Hirer* is otherwise entitled to be indemnified under any policy of insurance;
  - (b) the *Hirer*, or the person driving or in charge of the registered motor vehicle when the loss or damage occurs, has been refused motor vehicle insurance by any insurer;
  - (c) the *Hirer*, or the person driving or in charge of the registered motor vehicle when the loss or damage occurs, is under 21 years of age;



- (d) the *Hirer* does not fully co-operate and assist the *Owner* or its insurer, in the *Hirer's* name, at the request and cost of the *Owner* or its insurer, and in the manner required by the *Owner* or its insurer, to bring, defend or compromise all legal proceedings in relation to any loss or damage. The *Owner* or its insurer has the sole conduct of the proceedings as the agent of the *Hirer*;
- (e) the *Hirer* does not complete and give to the *Owner* or its insurer such statements, information and full assistance as the *Owner* or its insurer may require;
- (f) the *Hirer*, or the person driving or in charge of the registered motor vehicle when the loss or damage occurred, was under the influence of alcohol or drugs, or who had a blood alcohol content that exceeds the legal limit in New South Wales;
- (g) the *Hirer*, or the person driving or in charge of the registered motor vehicle when the loss or damage occurred, did not hold a current unrestricted motor vehicle driver's licence for the class of motor vehicle hired. A learner's permit is deemed not to be a current unrestricted motor vehicle driver's licence; or
- (h) the *Hirer*, or the person driving or in charge of the registered motor vehicle when the loss or damage occurred, used the registered motor vehicle in contravention of any law;
- (i) the *Hirer*, or the person driving or in charge of the registered motor vehicle damages the overhead cabin or body.

#### Terms of payment

29. The *Hirer* must pay the *Hiring Charge* on demand. Time is of the essence for the *Hirer's* obligation to pay the *Hiring Charge*. All payments due by the *Hirer* to the *Owner* must be made:-

- (a) in Australian currency free of exchange;
- (b) to the *Owner* at the *Owner's* address stated on page 1, or at such other place as may be notified by the *Owner* to the *Hirer* in writing; and
- (c) without deduction or set off, and using a payment method approved by the *Owner*.

30. The *Hirer* irrevocably and unconditionally authorises the *Owner* to charge the *Hiring Charge* to the credit card, or charge card, specified on page 1 (or to such other appropriate credit card, or charge card, as may be nominated by the *Hirer*).

#### Hirer's default

31. If the *Hirer* fails to make full payment of the *Hiring Charge* on demand:-

- (a) the *Hirer* must on demand also pay the *Owner*:-
  - (b) interest on all outstanding *Hiring Charge* at the rate of 12% per annum, such interest being calculated from the date the *Hiring Charge* was due to be paid until the date of actual payment. The interest represents a genuine pre-estimate of the *Owner's* liquidated damages likely to be suffered by the *Owner*. Payments received are credited firstly against any accrued but unpaid interest. The payment and acceptance of interest is not a waiver, acceptance or release of the breach of the *Hiring Agreement* by the *Hirer*, and does not limit the *Owner's* claim for damages from the *Hirer*; and
    - (i) the *Owner's* costs of recovering, or attempting to recover, any unpaid *Hiring Charge*, interest, any mercantile agent's costs, and legal costs on a full indemnity basis; and
    - (c) the *Hirer* authorises the *Owner* to notify:-
      - (i) any payment default by the *Hirer* to any credit reporting agency or organisation; and
      - (ii) the status of the *Hirer's* account to any person.

32. (a) Without prejudice to any of its rights, powers or remedies the *Owner* may cancel the *Hiring Agreement* without incurring liability to the *Hirer*:-

- (i) the *Hirer* does not make any payment when due;
- (ii) the *Hirer* defaults in its obligations to the *Owner*; or
- (iii) the *Hirer* becomes insolvent within the meaning in regulation 7.5.02 Corporations Regulations.

(b) The *Owner* is thereafter released from all liability to the *Hirer*. Nevertheless the *Hirer* remains liable to pay the *Hiring Charge* to the *Owner*.

33. The *Owner* may at any time in the *Owner's* unfettered discretion suspend credit to the *Hirer*, change the credit terms, and suspend delivery of the *Equipment* to the *Hirer*.

#### Retention of title in Equipment

34. Notwithstanding anything to the contrary, and whether or not the *Hirer* has possession of the *Equipment*, title in the *Equipment* remains with the *Owner*. Neither legal nor equitable title in the *Equipment* passes to the *Hirer*.

35. The *Hirer*:-

- (a) must hold the *Equipment* as fiduciary agent for the *Owner*;
- (b) must store, mark, and keep appropriate records for the *Equipment* so that the *Equipment* can at all times be identified as the property of the *Owner*;
- (c) must not sell, part with possession, nor encumber, the *Equipment*;
- (d) must not mix the *Equipment* with other equipment owned by the *Hirer*; and
- (e)
  - (i) grants the *Owner* the irrevocable right (with or without force) at any time to enter the *Hirer's* premises, and any other premises where the *Equipment* may be located; and
  - (ii) permits the *Owner* at any time to:
    - (1) repossess and use the *Equipment*, without prejudice to any other rights of the *Owner*; and
    - (2) terminate the *Hirer's* right to use the *Equipment*.

#### PPS Act

36. Clauses 36 - 50 apply to the extent that this *Hiring Agreement* provides for a *Security Interest* for the purposes of the *PPS Act*.

37. If the *Owner* does not have registration ensuring a perfected first priority *Security Interest* in the *Equipment*, the hiring period (including any extension of the hiring period or the aggregate of consecutive hiring periods during which the *Hirer* has substantially uninterrupted possession) may not, despite anything else in this *Hiring Agreement* be longer than:-

- (a) 90 days in the case of *Equipment* which may or must be described by serial number in a *PPS Act* registration; or
- (b) 1 year in any other case.

38. The *Owner* may register its *Security Interest* as a purchase money security interest. The *Hirer* must do everything (including obtaining consents and signing documents) which the *Owner* requires for the purposes of:-

- (a) ensuring that the *Owner's Security Interest* is enforceable, perfected and otherwise effective under *PPS Act*;
- (b) enabling the *Owner* to gain first priority (or any other priority agreed to be the *Owner* in writing) for its *Security Interest*; and
- (c) enabling the *Owner* to exercise rights in connection with the *Security Interest*.

39. The *Owner* may recover from the *Hirer* the cost of doing anything under clause 36 - \*\*, including registration fees.

40. The rights of the *Owner* under this *Hiring Agreement* are in addition to and not in substitution for the *Owner's* rights under other law (including *PPS Act*). The *Owner* may choose whether to exercise rights under this *Hiring Agreement*, or under other law, as the *Owner* deems fit.

41. To the extent that chapter 4 *PPS Act* applies to the *Security Interest* under this *Hiring Agreement*, sections 95, 96, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142 and 143 *PPS Act* do not apply and, for the purposes of section 115 *PPS Act* are contracted out of this *Hiring Agreement* in respect of all *Equipment* to which that section can be applied.

42. In addition to the rights conferred on the *Owner* by sections 123, 126, 128, 129, and 134(1) *PPS Act*, the *Owner* may, if there is default by the *Hirer*, seize, purchase, take possession or apparent possession, retain, deal with or dispose of any *Equipment* under those sections and also, as additional and independent rights, under this *Hiring Agreement*. The *Owner* may do so in any manner it deems fit, including by private or public sale, lease or licence. 43. The *Hirer* waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 *PPS Act*.

44. Each of the *Owner* and the *Hirer* must not disclose information of the kind that can be requested under section 275(1) *PPS Act*. The *Hirer* must do everything necessary on its part to ensure that section 275(6)(a) *PPS Act* continues to apply. The confidentiality agreement in this clause is made solely for the purposes of allowing the *Owner* the benefit of section 275(6)(a) *PPS Act*. The *Owner* is not liable to pay damages or any other compensation nor be subject to injunction if the *Owner* breaches this clause.

#### Security Interests and sub-hire

45. The *Hirer* must not create, purport to create nor permit to be created any *Security Interest* in the *Equipment* other than with the *Owner's* prior written consent.

46. The *Hirer* must not lease, hire, bail or part with possession ("sub-hire") of the *Equipment* to anyone else without the *Owner's* prior written consent.

47. The *Hirer* may not vary a sub-hire without the *Owner's* prior written consent.

48. The *Hirer* must ensure that the *Owner* 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*.

49. The *Hirer* must at its sole cost take all steps (including registration under *PPS Act*) 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 *PPS Act*;
- (b) enabling the *Hirer* to gain (subject always to the rights of the *Owner*) first priority (or any other priority agreed to by the *Owner* in writing) for the *Security Interest*; and
- (c) enabling the *Owner* and the *Hirer* to exercise their respective rights in connection with the *Security Interest*.

50. The *Owner* may recover from the *Hirer* the cost of doing anything under clauses 45 - 50, including registration fees.

#### Delivery & storage

51. The *Equipment* must be collected by the *Hirer*, or delivered to the *Hirer* at the delivery address agreed to by the *Owner*.

52. Risk in the *Equipment* passes to the *Hirer* upon delivery to:-

- (a) the *Hirer*; or
- (b) the *Hirer's* agent.

53. If the *Hirer* uses a carrier, the *Hirer* bears (and indemnifies the *Owner* against) all costs, losses and liabilities arising from the transportation of the *Equipment* from the time the *Owner* delivers the *Equipment* to the *Hirer's* carrier.

54. If delivery is delayed because of the *Hirer's* instructions, or lack of instructions, the *Owner* may in its unfettered discretion store the *Equipment* for the *Hirer*. The *Hirer* must pay to the *Owner* all storage charges, and cartage charges.

55. Notice by the *Owner* to the *Hirer* that the *Equipment* has been stored constitutes delivery of the *Equipment* to the *Hirer*.

#### Time

57. The *Owner's* obligations are suspended when, and to the extent that, the *Owner* is prevented from, or delayed in, complying with its obligations by *Force Majeure*.

#### Assignment

58. The rights and obligations of the *Hirer* under this *Hiring Agreement* are personal. They cannot be assigned, charged or otherwise dealt with; and the *Hirer* must not attempt or purport to do so.

#### Waiver

59. A waiver by the *Owner* of one breach of any covenant, obligation or provision in the *Hiring Agreement* does not operate as a waiver of another breach of the same or of any other covenant, obligation or provision. The only waiver having any effect is a written waiver by the *Owner*. A breach by the *Hirer* is not waived by a failure to exercise, a delay in exercising, or the partial exercise of any remedy available to the *Owner*. Any right created by, or arising upon, default under the *Hiring Agreement*, or upon an event of default, is not waived by a failure to exercise, a delay in exercising, or a partial exercise of, that right.

#### Notices

59. Any notice or other communication (including any request, demand, consent or approval) to, or by, a party:-

- (a) is to be addressed to a party at that party's address as shown in the *Hiring Agreement* or, in the case of a corporation, at the registered office of that party;
  - (b) in the case of a corporation, is to be signed by a director or secretary of the sender; (c) is deemed to be given by the sender and received by the addressee:
    - (i) if by delivery in person, when delivered to the addressee;
    - (ii) if by post, 2 business days from and including the date of postage;
    - (iii) if by facsimile transmission, when received by the addressee, but if the delivery or receipt is on a day which is not a business day or is after 5:00 pm (addressee's time) it is deemed to be duly given on the succeeding business day; and
    - (iv) can be relied upon by the addressee (and the addressee is not liable to any other person for any consequence of that reliance) if the addressee reasonably believes it to be genuine, correct and authorised by the sender.
- A party may change its address for the purposes of this clause by giving a written notice to the other party.

#### Severability

60. If any provision of *These Conditions* is invalid, unenforceable or illegal, *These Conditions* remain otherwise in full force (apart from such provision which is deemed deleted). No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of *These Conditions*.

#### Limitation of liability

61. The *Owner* is not liable for any claim, loss or damage sustained or incurred by the *Hirer* (or any other party) arising from:-

- (a) the unavailability of the *Equipment*;
- (b) a delay in delivery of any part of the *Equipment*;
- (c) a failure to deliver any part of the *Equipment*;
- (d) loss or damage to personal property left in or with the *Equipment*; or
- (e) any indirect, special, incidental or consequential damage suffered by the *Hirer* or any other person.

62. The *Hirer* releases and indemnifies the *Owner* from any such claim, loss or damage.

63. Subject to any overriding rights or remedies conferred on consumers by non-excludable statutory rights conferred on consumers by Trade Practices Act 1974 or by other Commonwealth or State legislation, the *Owner's* aggregate liability is limited, at the *Owner's* option, to:-

- (a) replacing the *Equipment*;
- (b) supplying substantially similar *Equipment*;
- (c) repairing the *Equipment*; or
- (d) paying the cost of:-
  - (i) replacing the *Equipment*;
  - (ii) supplying substantially similar *Equipment*; or
  - (iii) having the *Equipment* repaired.

64. The *Hirer* otherwise indemnifies the *Owner* against all claims brought against the *Owner* in relation to the *Equipment* and the *Hiring Agreement*.

#### Governing law

65. The *Hiring Agreement* is governed by, and construed, in accordance with the law of New South Wales, Australia. The parties submit themselves to the exclusive jurisdiction of the courts of New South Wales in respect of all matters.

#### NARELLAN BRANCH

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#### CASULA BRANCH

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#### PARTY HIRE NARELLAN

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