

PrimeTime Hire - Hire Contract Conditions

Important Notice - Please Read Carefully

These Hire Contract Conditions contain important terms that may affect you, including:

- (a) PrimeTime Hire's liability to customers is limited or excluded in certain situations;
- (b) Customers may be responsible for any damage to the equipment they hire, or to third-party property during use;
- (c) PrimeTime Hire's Privacy Policy allows the sharing of customer information, in certain cases and in line with the

Australian Privacy Principles, with third parties in a way that could identify the customer.

These conditions override any terms proposed by the customer unless agreed in writing by PrimeTime Hire. By entering into a hire agreement, the customer accepts these terms.

Each time equipment is hired, PrimeTime Hire will issue a Hire Schedule, which outlines the specific terms of the hire.

This Hire Schedule forms part of the overall contract, along with any credit applications, guarantees, or related agreements. Documents can be delivered electronically or in printed form if required. It is the customer's responsibility to review the Hire Schedule and notify PrimeTime Hire of any issues before equipment is collected. Acceptance is assumed otherwise. PrimeTime Hire reserves the right to refuse hire at its discretion.

Changes to These Terms:

PrimeTime Hire may update these terms at any time by:

- Sending notice to the customer's provided contact (email or other),
- Publishing the updated terms on its website, or
- Displaying them at its branches.

Any changes will apply to future hire agreements after notice has been given.

1. Definitions

Commencement: The date and time the customer takes possession of the equipment.

Equipment: Any machines, tools, vehicles, or items available for hire, including accessories.

Customer: Any individual or business entity hiring equipment from PrimeTime Hire.

Excessive Cleaning: Any cleaning beyond normal wear, such as removal of concrete, paint, or adhesives.

Hire Charge: Fees shown on the Hire Schedule, payable for use of the equipment.

Hire Period: The timeframe outlined in the Hire Schedule, extendable only with PrimeTime's approval.

Hire Schedule: The document issued by PrimeTime Hire detailing the terms of a specific hire.

Kilometre Charge: A charge based on the distance a vehicle travels during the hire.

Motor Vehicle: A hireable vehicle such as a truck or ute.

Portable Building: Moveable or transportable buildings provided for hire.

Remote Area: Any location more than 50km from the hiring PrimeTime Hire branch.

2. PrimeTime Hire's Responsibilities

PrimeTime Hire will:

- 2.1 Provide the agreed equipment for the Hire Period;
- 2.2 Ensure the equipment is clean and in good working condition at the time of hire;
- 2.3 Collect equipment within five business days of the customer requesting pickup and receiving a pickup confirmation number.

Note: Customers must advise PrimeTime Hire if they need help or instructions for using the equipment safely. Unless a pickup is arranged, customers are responsible for returning equipment on time and at their own cost.

3. Customer Responsibilities

Customers must:

- 3.1 Return the equipment on time;
- 3.2 Return it in the same condition (excluding fair wear and tear);
- 3.3 Ensure it is suitable for their intended use before taking possession;
- 3.4 Notify PrimeTime Hire when it is ready for collection;
- 3.5 Operate the equipment safely and legally, and according to any provided or manufacturer instructions;
- 3.6 Indemnify PrimeTime Hire for damage or injury caused during use of the equipment;
- 3.7 Authorise anyone collecting equipment on their behalf;
- 3.8 Ensure all operators are trained, licensed, or certified if required;

- 3.9 Carry out safety checks and comply with OH&S laws;
- 3.10 Secure loads safely during transport;
- 3.11 Use appropriate vehicles or power sources for operation;
- 3.12 Report any accidents or damage within two business days;
- 3.13 Sign any necessary documents confirming these terms;
- 3.14 Cooperate fully with PrimeTime Hire and/or insurers during claims or investigations;
- 3.15 Maintain responsibility for equipment until returned or collected by PrimeTime Hire.

Customers must NOT:

- 3.16 Tamper with or attempt repairs on equipment;
- 3.17 Lose or give away possession of the equipment;
- 3.18 Rely on verbal statements not in the contract;
- 3.19 Allow unlicensed or intoxicated individuals to operate vehicles;
- 3.20 Exceed equipment load or speed limits;
- 3.21 Use equipment to transport illegal or hazardous substances.

4. PAYMENTS BY THE CUSTOMER TO PRIMETIME HIRE

4.1 The Customer must pay the Hire Charges to PrimeTime Hire on or before the hire commencement date, unless otherwise agreed in writing.

4.2 Upon request by PrimeTime Hire, the Customer must also pay:

- (a) the current replacement value of any Equipment not returned, for any reason; Note to Customer: Unless this Contract specifically provides otherwise, the Customer is fully responsible for the loss or theft of any Equipment.
- (b) all charges for excessive cleaning or cleaning fees as outlined in the Hire Schedule;
- (c) the full cost of repairing any damage to the Equipment that is caused or contributed to by the Customer, unless otherwise agreed in writing;
- (d) GST and all other applicable taxes, duties, tolls, fines, penalties, levies or charges related to this Contract or the Customer's use of the Equipment;
- (e) any costs PrimeTime Hire incurs recovering possession of Equipment;
- (f) interest on any overdue amounts, charged at the pre-judgment interest rate set by the Local Court of NSW from time to time;
- (g) kilometre charges (if applicable);
- (h) the cost of fuel and consumables supplied by PrimeTime Hire but not returned by the Customer;
- (i) all reasonable expenses and legal costs (including commissions payable to commercial agents) incurred in enforcing the Contract due to Customer default;
- (j) the cost of repairing or replacing tyres, including road service charges;
- (k) if any waiver applies, the amount the Customer is still liable for, as set out in this Contract;
- (l) loading costs for Equipment fitted with an hour meter that is used for more than 8 hours in a day;
- (m) hire charges from the start date until the Equipment is returned or a collection reference number is provided by PrimeTime Hire;
- (n) any non-recoverable expenses PrimeTime Hire incurs as a result of a cancellation or postponement by the Customer.

4.3 The Customer authorises PrimeTime Hire to charge any outstanding amounts to any credit card or bank account details provided, including any tokenised payment method for recurring charges.

5. PERSONAL PROPERTY SECURITIES LAW (PPS LAW)

5.1 This section applies to the extent this agreement creates a security interest under the Personal Property Securities Act 2009 (Cth) (PPS Law), including any amendments or replacement legislation.

5.2 PrimeTime Hire may register its security interest and the Customer must do all things required to:

- (a) ensure the security interest is enforceable, perfected, and effective under the PPS Law;
- (b) allow PrimeTime Hire to have first priority (or another priority as agreed in writing);
- (c) enable PrimeTime Hire to exercise its rights under the PPS Law.

5.3 PrimeTime Hire's rights under this clause are in addition to its rights under any other law. Its security interest extends to all proceeds.

5.4 To the extent permitted by PPS Law, the following sections of Chapter 4 of the PPSA do not apply to this Contract: sections 95, 96, 121(4), 125, 130, 129(2) and (3), 132(3)(d), 132(4), 135, 142, and 143.

5.5 The Customer acknowledges PrimeTime Hire has additional rights under the PPS Law, including under sections 123, 126, 128, 129, and 134(1), and agrees PrimeTime Hire may enforce those rights in any way it sees fit, including private or public sale, lease or license.

5.6 The Customer waives its right to receive any verification statement under section 157 of the PPS Law.

5.7 Both parties agree not to disclose information that may be requested under section 275(1) of the PPS Law, and the Customer will assist PrimeTime Hire in maintaining confidentiality as required under section 275(6)(a).

5.8 The Customer must not create or permit any other security interest in the Equipment without written consent from PrimeTime Hire.

5.9 The Customer may not lease, hire, sub-hire, or give possession of the Equipment to any third party without prior written consent from PrimeTime Hire. Any approved sub-hire must be in a form acceptable to PrimeTime Hire.

5.10 The Customer must provide PrimeTime Hire with up-to-date information about any approved sub-hire, including the identity of the sub-hirer, payment terms, and Equipment condition and location.

5.11 The Customer must take all necessary steps, including registering a security interest under the PPS Law, to protect PrimeTime Hire's rights in relation to sub-hired Equipment.

6. DAMAGE WAIVER

6.1 The Damage Waiver is not insurance. It is an agreement that limits the Customer's liability for certain damage to the Equipment to a capped amount (Damage Waiver Excess). Note to Customer: Damage Waiver does not cover recovery or retrieval of the Equipment. Those costs are always payable by the Customer.

6.2 The Damage Waiver applies automatically to all hires and covers each incident individually. The Damage Waiver Excess is the lesser of the repair cost or 20% of the Equipment's current replacement value (as reasonably determined by PrimeTime Hire).

6.3 Damage Waiver does NOT apply in the following situations:

- Loss or theft of Equipment;
- Use by an unlicensed operator;
- Use under the influence of drugs or alcohol;
- Wilful damage;
- Damage caused by rolling or detachment while towing;
- Use on unsealed or non-public roads;
- Overloading;
- Flooding or water damage;
- Collision with overhead objects (e.g. bridges, awnings, trees);
- Damage to truck pantechs or truck cranes.

6.4 Customers may choose to pay an additional Vehicle Waiver Plus Fee (except restricted license holders), which:

- Reduces the Damage Waiver Excess and third-party property liability;
- Covers damage to pantech or van bodies above cab height;
- Adds a Theft Waiver component for Motor Vehicles (also not insurance).

6.5 Credit account holders will automatically have Vehicle Waiver Plus applied unless opted out in writing.

6.6 The reduced Excess and Theft Waiver Excess will be shown on the Hire Schedule and may vary by vehicle class.

6.7 Customers may also choose to pay an Equipment Waiver Plus Fee for medium and large Equipment. This:

- Reduces the Damage Waiver Excess; and
- Adds a Theft Waiver component (not insurance) with a capped Theft Waiver Excess.

6.8 Credit account holders will automatically have Equipment Waiver Plus applied unless opted out in writing.

6.9 The applicable Damage Waiver and Theft Waiver Excesses will be listed on the Hire Schedule.

6.10 Theft Waiver does NOT apply in the following situations:

- Failure to store Equipment in a secure, locked area;
- Failure to provide a Police Report within 7 days of the theft. Hire charges will continue until the Police Report is received.

6.11 Damage Waiver is void if exclusions in clauses 6.3 or 6.10 apply, unless the Customer proves otherwise to PrimeTime Hire's reasonable satisfaction.

6.12 Equipment Waiver Plus and Vehicle Waiver Plus (including Theft Waiver) will not apply if the Customer breaches any conditions listed above.

6.13 A separate Damage Waiver Excess must be paid for each incident covered under this section.

6.14 A separate Theft Waiver Excess must be paid for each incident involving theft under this section.

6.15 In the event of damage to third-party property caused by the Customer using a PrimeTime Hire Motor Vehicle, the Customer is liable for the full cost of that damage, unless none of the exclusions in clause 6.3 apply—in which case the liability is capped at \$1,500.

7. EXCLUSION OF WARRANTIES AND LIABILITIES

7.1 Where the Australian Consumer Law applies, the Customer is entitled to the benefit of consumer guarantees in relation to the hire of the Equipment, and these guarantees cannot be excluded.

7.2 Where the Australian Consumer Law applies and the Equipment is not ordinarily acquired for personal, domestic, or household use or consumption, PrimeTime Hire's liability in respect of any such guarantee is limited, at PrimeTime Hire's discretion, to either: (a) the replacement or repair of the Equipment; or (b) the cost of having the Equipment repaired or replaced.

7.3 To the extent permitted by law (and where the Australian Consumer Law or any other law that cannot be excluded does not apply), PrimeTime Hire provides no warranties or representations beyond those outlined in these Hire Terms and Conditions. PrimeTime Hire will not be liable for any damages, costs, or other **liabilities (including consequential loss) arising from the Customer's hire or use of the Equipment.**

8. BREACH OF HIRE CONTRACT BY CUSTOMER

If the Customer breaches any material term of this Agreement and fails to remedy that breach within a reasonable time (taking into account the nature of the breach), or becomes bankrupt, insolvent, or ceases to trade, then:

8.1 PrimeTime Hire is entitled to:

- (a) terminate this Agreement; and/or
- (b) pursue the Customer for any outstanding payments; and/or
- (c) repossess the Equipment (and is authorised to enter any premises where the Equipment is located in order to do so). Any Damage and/or Theft Waiver provided under clause 6 will be voided immediately.

8.2 The Customer agrees to indemnify PrimeTime Hire for any loss, cost or damage (to the extent caused or contributed to by the Customer) arising from any breach of this Agreement.

9. DISPUTES

9.1 The Customer must check all hire charges upon receipt, and any dispute must be raised with PrimeTime Hire in writing within 30 days of the hire contract date. If no dispute is raised within this period, the charges are deemed accepted.

9.2 In the event of a dispute relating to this Agreement, the hire, or use of the Equipment (excluding payment issues), both parties agree to first attempt to resolve the matter through negotiation, with assistance from the Hire and Rental Industry Association of Australia, before commencing legal proceedings.

10. EQUIPMENT DATA

Certain Equipment hired from PrimeTime Hire may be fitted with onboard devices (such as GPS units) which enable remote monitoring, including the collection of data such as location, speed, battery status, and ignition status. By entering into this Agreement, the Customer consents to the use of such GPS technology by PrimeTime Hire throughout the Hire Period, including the collection, use, and retention of such data in accordance with PrimeTime Hire's Privacy Policy. PrimeTime Hire retains ownership of this data, subject to the Customer's rights outlined in the Privacy Policy.

11. PRIVACY

PrimeTime Hire will handle all Customer information in accordance with the Australian Privacy Principles. A copy of PrimeTime Hire's Privacy Policy is available upon request or can be accessed at www.primetimehire.com.au/privacy-policy

12. GOVERNING LAW

12.1 This Agreement constitutes a payment claim under the relevant state or territory legislation, including but not limited to:

- Building and Construction Industry Security of Payment Act 1999 (NSW)
- Building and Construction Industry Security of Payment Act 2002 (VIC)
- Building and Construction Industry Payments Act 2004 (QLD)
- Building and Construction Industry Security of Payment Act 2009 (SA)
- Construction Contracts Act 2004 (WA)
- Building and Construction Industry (Security of Payment) Act 2009 (ACT)
- Building and Construction Industry Security of Payment Act 2009 (TAS)
- Construction Contracts (Security of Payments) Act 2009 (NT)

12.2 Unless PrimeTime Hire chooses to enforce this Agreement under one of the acts listed above, the parties agree that this Agreement is governed by the laws of New South Wales, and submit to the jurisdiction of the courts in that state.