



04,2025 V1

PrimeTime Hire Agreement

1. Agreement

1.1 Unless agreed otherwise by PrimeTime Hire in writing, these hire terms and conditions (Hire Terms and Conditions), shall apply to each hire of Equipment from PrimeTime Hire to the Customer.

1.2 PrimeTime Hire manages the booking system and collects payments. PrimeTime Hire will be responsible for making available and providing the Equipment to the Customer, managing the hire process with the Customer and any Wet Hire arrangements.

1.3 If:

(a) PrimeTime Hire accepts a request for the hire of any item of Equipment from the Customer; or

(b) the Customer accepts a quote for the hire of any item of Equipment from PrimeTime Hire as set out on PrimeTime Hire's website, the terms of such request or quote (Order Form) together with these Hire Terms and Conditions shall constitute the legally binding hire agreement between PrimeTime Hire and the Customer for the hire of the applicable Equipment (Hire Agreement). Any variations or addition to the Hire Agreement not expressly agreed in writing by PrimeTime Hire are expressly rejected by PrimeTime Hire.

2. Hire Period

2.1. PrimeTime Hire agrees to rent the Equipment to the Customer for the hire period (as set out in clause 2.2) (Hire Period) on the terms and subject to the conditions set out in the Hire Agreement.

2.2. The Hire Period will commence when the Equipment is delivered to the Customer and will end on the later of:



(a) the date that the Customer selected as the end of the hire period in the Order Form;
or

(b) the date the Equipment is returned to or collected by PrimeTime Hire; or

(c) the date that the Hire Agreement is terminated under clause 15; or

2.3. PrimeTime Hire will accept the return of or collect the Equipment from the Customer:

(a) on the date the Hire Period ends as selected on the Order Form; or

(b) if the Hire Agreement is terminated for any reason, within three Business Days of termination,

provided that if PrimeTime Hire determines that the Equipment cannot be returned or collected within the relevant timeframe specified above, PrimeTime Hire will advise the Customer of an alternative date for return or collection of the Equipment and the failure of PrimeTime Hire to accept return or collection the Equipment within the relevant timeframe specified above will not be a breach of this Agreement and will not alter the Hire Period.

3. Hire Payment

3.1. The Customer will pay the Hire Payment and any Additional Costs to PrimeTime Hire for the Hire Period in accordance with this clause 3.

3.2. The Customer acknowledges and agrees that the Hire Payment is based on Hire Period (being the period the Customer hires the Equipment) and not for the amount of time for which the Equipment was actually used by the Customer.

3.3. If the Hire Period is extended or altered in any way, PrimeTime Hire may amend the Hire Payment to account for such extension or alteration.

3.4. Additional Costs include the following, which will be charged per the details available on PrimeTime Hire's website, or as otherwise notified by PrimeTime Hire to the Customer:

(a) the Zero Excess Fee (if applicable) for each day of the Hire Period;



(b) delivery and pick up charges, which will be calculated based on the type of Equipment being delivered or picked up, the requested delivery and pickup time, the distance of the delivery or pickup, and other relevant considerations. Delivery and pickup charges will be negotiated with the Customer prior to the delivery or pick up (as applicable);

(c) fuel and oil charges for fuel for Equipment returned with less fuel and oil than it was delivered to the Customer with;

(d) cleaning charges for Equipment which is not returned in a clean condition;

(e) lost key charge (if applicable);

(f) lost bucket pin charge (if applicable);

(g) extension or alteration of the Hire Period;

(h) any other costs payable by the Customer to PrimeTime Hire under this Hire Agreement.

3.5. Unless otherwise agreed by PrimeTime Hire in writing, all amounts payable under this Hire Agreement must be paid in advance (before the Hire Period starts) via electronic funds transfer or credit or debit card payment.

3.6. The Customer acknowledges and agrees that PrimeTime Hire may charge their credit or debit card for all applicable Additional Costs.

3.7. To the extent there are any amounts which become payable by the Customer under this Hire Agreement after the Equipment has been delivered to, or collected by, the Customer, the Customer must pay such amounts within 20 days of receipt of an invoice for such amounts from PrimeTime Hire.

3.8. If the Customer pays any amount by credit card, PrimeTime Hire may charge a credit card surcharge equal to its reasonable additional costs incurred.

3.9. The rates listed in the Order Form include GST.

3.10. PrimeTime Hire may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at a rate per month equal to 2% above the standard contract default rate.



3.11. PrimeTime Hire may at any time deduct or set-off amounts owed by PrimeTime Hire to the Customer with amounts owed by the Customer to PrimeTime Hire.

3.12. The Customer will be liable for all expenses and costs (including legal costs) incurred by or on behalf of PrimeTime Hire for recovering or attempting to recover, any overdue amounts from the Customer.

3.13. PrimeTime Hire may in its sole discretion require a hold on the Customer's credit card to secure payments due to PrimeTime Hire under this Agreement. If PrimeTime Hire requires this hold as security:

(a) PrimeTime Hire will inform the Customer of the amount of the hold;

(b) the Customer agrees that PrimeTime Hire may increase the amount held on the Customer's credit card if the Hire Period is extended or altered in accordance with clause 3.3;

(c) If PrimeTime Hire is unable to place a hold or increase a hold on the Customer's credit card for any reason (including where the Customer does not approve the hold), PrimeTime Hire may immediately cancel this Agreement, and collect the Equipment from the Customer, and PrimeTime Hire will not be liable for any Claims suffered or incurred by the Customer whether directly or indirectly from cancellation under this clause; and

(d) PrimeTime Hire will release the hold within a reasonable time of receipt of all payments due to PrimeTime Hire by the Customer under this Agreement.

4. Collection, Delivery and Return of the Equipment

4.1 PrimeTime Hire will use all reasonable endeavours to deliver the Equipment to the Location on the start date listed in the Order Form, but the time of delivery shall not be of the essence and PrimeTime Hire will not be liable in any way to the Customer or any other party for any loss resulting from delay. The Customer must provide PrimeTime Hire with reasonable and clear access to the Location to enable delivery of the Equipment.

4.2 Delivery will occur when the Customer collects the Equipment from PrimeTime Hire or when PrimeTime Hire delivers the Equipment to the Location, at which point the Equipment shall be at the sole risk of the Customer. PrimeTime Hire will not be liable for any loss or damage to the Equipment once risk has passed to the Customer. Risk in the



Equipment will remain with the Customer for the duration of the Hire Period and until such time that PrimeTime Hire takes back possession of the Equipment in accordance with clause 2.3.

4.3 The Customer is responsible for checking the Equipment at the start of the Hire Period (immediately on collection or delivery) and any discrepancies or damage must immediately be reported to PrimeTime Hire and within one (1) Business Day of collection or delivery of the Equipment. Subject to the Customer notifying PrimeTime Hire of any discrepancies or damage, by accepting the Equipment, the Customer warrants they: (a) are satisfied that the Equipment is clean, in good repair and safe working order; (b) are aware of the proper use of which the Equipment is designed and are satisfied that it is suitable for the purpose required; and (c) are satisfied with the instructions given in relation to the proper and safe manner of using the Equipment.

4.4 The Customer will return the Equipment to PrimeTime Hire:

(a) in the same condition that the Equipment was at the commencement of the Hire Period; (b) with the same amount of fuel and oil that the Equipment had when delivered to the Customer; and (c) in a clean condition.

5. Location and Ownership of the Equipment

5.1 For a Short-Term Hire, the Equipment must be used and stored at the Location at all times during the Hire Period. The Equipment must not be moved from the Location during the Hire Period without PrimeTime Hire's prior written consent.

5.2 For a Long-Term Hire, when the Equipment is not in use it must be stored at the Location, or another location which is owned or occupied by the Customer.

5.3 The Customer must use reasonable endeavours to ensure that the Equipment is safe and secure from unauthorised access while not in use.

5.4 The Customer will not sublet, sell, lend, pledge or let on hire the Equipment or otherwise make the Equipment available to any person except with PrimeTime Hire's written consent.

5.5 The Equipment shall either be kept separate from other equipment or labelled in such a way so that the Equipment is easily identifiable as belonging to PrimeTime Hire.



5.6 Despite delivery of the Equipment to the Customer, and passing of risk, and possession of Equipment to the Customer, title to and ownership of the Equipment is retained at all times by the Equipment Owner, and the Equipment is held by the Customer as bailee only.

5.7 If the Customer is at any time in default of its obligations under this Hire Agreement, PrimeTime Hire and/or the Equipment Owner will be entitled to, at any time, repossess the Equipment. The Customer authorises PrimeTime Hire and/or the Equipment Owner or their representatives, agents or employees to enter the Location or any other property where the Equipment is located for the purposes of repossession. PrimeTime Hire and/or the Equipment Owner will not be liable for any costs, expenses, damage or loss suffered by the Customers as a result of the repossession.

6. Defects and Maintenance

6.1. If any mechanical fault, defect or malfunction occurs to the Equipment, as determined by PrimeTime Hire in its sole discretion (Defect) during the Hire Period, the Customer must:

- (a) immediately cease using the Equipment;
- (b) report the Defect to PrimeTime Hire as soon as possible and in any case within 24 hours of becoming aware of the Defect;
- (c) make the Equipment available to PrimeTime Hire for inspection; and
- (d) not carry out any work or repairs on the Equipment unless expressly authorised by PrimeTime Hire.

6.2. The Customer's sole remedy in respect of any Equipment that suffers a Defect shall be:

- (a) at PrimeTime Hire's election and subject to availability, the repair or replacement of the Equipment with similar equipment which shall become the subject of this Agreement; and
- (b) the waiver of any Hire Payment accrued during the time that the Customer was unable to use the Equipment due to the Defect,



provided that to the extent the Defect was caused or contributed to by the Customer's misuse, abuse or neglect of the Equipment or any other act or omission by the Customer in breach of this Agreement (as determined by PrimeTime Hire in its sole discretion), the Customer shall bear the costs of such repair and the Hire Payment shall not be waived during the time that the Customer was unable to use the Equipment.

6.3. The Customer agrees to keep the Equipment in a clean condition and ensure that it is maintained in good repair and working order.

6.4 For a Long-Term hire, the Customer must:

- (a) ensure that the Equipment receives regular servicing and maintenance during the Hire Period in accordance with PrimeTime Hire's directions and any Manual; and
- (b) provide PrimeTime Hire with evidence of such servicing and maintenance upon request.

7. Damage, Theft, and Accidents

7.1. The Customer is liable for:

- (a) any loss of, or damage to, the Equipment beyond ordinary fair wear and tear during the Hire Period, including all glass or panel damage;
- (b) any consequential damage, loss, or costs incurred by PrimeTime Hire, including salvage costs and any damages PrimeTime Hire must pay to any parties with an interest in the Equipment;
- (c) any loss of, or damage to, property of any third party caused by or in relation to the operation of the Equipment;
- (d) subject to clause 8, any costs of replacing Equipment which is lost or stolen whilst in the possession of the Customer; and
- (e) subject to clause 8, any costs incurred in relation to the repair of Equipment which is damaged whilst in the possession of the Customer including but not limited to the standard single Hire Payment for each day or part-day for which the Equipment is being repaired or replaced and otherwise unable for use.



7.2. If the Equipment is damaged, lost or stolen at any time during the Hire Period, the Customer must, in the case of damage or loss, immediately cease using the Equipment and report the damage, loss, or theft to PrimeTime Hire, and in the case of theft, the Police, as soon as possible and in any case within 24 hours of becoming aware of the damage, loss or theft. The Customer must not arrange or carry out any repair work to the Equipment in any circumstances without PrimeTime Hire's prior written consent.

7.3. If the Equipment is involved in an accident on the road during the Hire Period, the Customer must:

- (a) inform the Police immediately;
- (b) record full details, including:
 - (i) registration number of any other vehicles involved;
 - (ii) name, driver's license number, and address of any other drivers involved; and
 - (iii) name and address of any witnesses,
- (c) contact PrimeTime Hire immediately, and provide them with the details in (b);
- (d) not make any admission of liability without PrimeTime Hire's prior written consent.

7.4. If the Equipment needs to be recovered by PrimeTime Hire, the Customer will be liable for the Recovery Charge and any costs suffered or incurred by PrimeTime Hire for any repairs and loss of income.

8. Zero Excess Option, Insurances, and Indemnities

8.1 The customer may choose to pay the zero excess fee for each day of the hire period

8.2 The following clauses 8.3 to 8.4 apply if the Customer has agreed to pay the Zero Excess Fee for a Short-Term Hire.

8.3 If the Customer has agreed to pay the Zero Excess Fee, the Customer's liability will be nil (\$0.00) in respect of each occurrence of loss or damage to the Equipment which occurs on the day for which the Zero Excess Fee is paid for and for which the cost of replacement or repair exceeds the Excess Amount, unless the loss or damage is not covered under clause 8.4 (in which case clause 8.5 will apply) (Zero Excess Option). For



the avoidance of doubt, if the cost of replacement or repair is less than the Excess Amount, the Customer will be liable for such amount.

8.4. The Zero Excess Option does not cover any loss, damage, liability or costs to the Equipment directly or indirectly caused by, arising from or in any way connected with:

(a) fines or penalties, exemplary, aggravated or punitive damages, additional damages resulting from the multiplication of compensatory damages, liquidated damages;

(b) use or operation of the Equipment by any person:

(i) underground;

(ii) for or in connection with asbestos, oil, gas or geothermal drilling or wells;

(iii) on a watercraft;

(iv) for an unlawful purpose;

(c) the operation of the Equipment by any person:

(i) not qualified, unlicensed, not suitably licensed or not suitably experienced;

(ii) suffering from a physical or mental impairment of ability;

(iii) under the influence of or affected by substances, drugs or alcohol;

(iv) with a level of drugs or alcohol in the breath, blood or urine in excess of that permitted by law or the Customer's relevant policies to operate the Equipment; or

(v) who refused to provide or allow the taking of a sample of breath, blood or urine for testing by any relevant party, including the Customer, law enforcement or work site safety authorities,

This exclusion in 8.4(c) will not apply if the Customer proves that it did not consent to the Equipment being operated by that person, it complied with clause 11 and it was unaware, and could not reasonably have been aware of the matters in clauses (i) to (v) as applicable;

(d) overloading of the Equipment, irrespective of the Customer's knowledge;

(e) incorrect loading of the Equipment, irrespective of the Customer's knowledge;



- (f) operation of the Equipment while its load-measuring instruments or limiters are defective, inoperative or turned off, whether or not with the Customer's knowledge;
- (g) the failure of the Customer or a person operating the Equipment to service, maintain, use, or operate the Equipment strictly in compliance with systems and procedures imposed or recommended by the Manual (as defined in clause 10.1(b)), industry standards and manufacturer's and distributor's recommendations, manuals or guidelines, regardless of the Customer's knowledge;
- (h) acts or omissions of the Customer or any person operating the Equipment with the intent of causing or with reckless disregard to the risk of causing damage, injury or property damage to any person or property irrespective of the Customer's knowledge;
- (i) a lack of, inadequate or incorrect lubricant, coolant, oil, or other dry or liquid substance, irrespective of the Customer's knowledge;
- (j) tests or experiments imposing abnormal operating conditions on a machine, irrespective of the Customer's knowledge; the application of a tool or process to any part of the Equipment during inspection, maintenance, servicing, modification or repair by the Customer; and
- (k) the application of a tool or process to any part of the Equipment during inspection, maintenance, servicing, modification or repair by the Customer; and
- (l) any act or omission by the Customer in breach of any of the Customer's representations or warranties set out in clause 10 of this Hire Agreement.

8.5. The Customer must fully indemnify PrimeTime Hire for the full cost of repair or replacement of the Equipment for any damage or loss caused during the Hire Period which is not covered by the Zero Excess Option. For the purpose of this clause, the replacement value of the Equipment shall be the cost to replace the Equipment with a new machine of an equivalent type and model so far as is possible, including any import duties and taxes, if applicable.

9. Wet Hire

9.1 The Customer may elect that the Hire Agreement is for 'wet hire' meaning the Equipment is hired with an operator of the Equipment (Wet Hire). PrimeTime Hire will



ensure the operator is suitably trained and licensed to operate the Equipment and that the operator wears suitable protective clothing as required or recommended.

9.2 The operator will be provided on the basis of an hourly rate for Wet Hire as set out in the Order Form and forming part of the Hire Payment.

9.3 The Customer acknowledges and agrees that the operator remains a contractor or employee of PrimeTime Hire but acts under the sole discretion and control of the Customer. Accordingly, to the extent permitted by law, PrimeTime Hire shall have no liability for any damage or loss caused by the operator in acting in accordance with the directions or instructions of the Customer.

9.4 The Customer acknowledges and agrees that it has control of the Location (and any other location where the Equipment will be used and/or stored) and will at all times ensure that Location is safe for the operator to undertake the relevant works and ensure that there is safe access to the Location. At all times the operator is present at the Location, a suitable authorised representative of the Customer will be available and supervise the works to be undertaken.

9.5 The Customer and the PrimeTime Hire will comply with all health and safety legislation which may be applicable to the operator's use of the Equipment including any government workplace health & safety agency requirements and relevant safety standards. The Customer must promptly advise the operator of any health and safety policies of the Customer which the operator must comply with prior to the operator entering the Location.

10. Customer's Representations and Warranties

10.1 The Customer represents and warrants that:

(a) the Customer will ensure anyone operating or using the Equipment is:

- (i) qualified and adequately experienced to operate or use the Equipment;
- (ii) holds all necessary licences, certifications, credentials and permits required to operate the Equipment;
- (iii) provided with suitable training in the Equipment's operation or use before operating or using it;



- (iv) not suffering from a physical or mental impairment of ability to operate or use it;
 - (v) not consuming or under the influence of any alcohol, drugs or other substances that impair their ability whilst operating the Equipment; and
 - (vi) only operating the Equipment under the Customer's direct supervision;
- (b) the Customer is familiar with and will ensure that the Equipment is operated and used for its intended use only with due care and skill and in accordance with the manufacturer's specifications for the Equipment as contained in the manufacturer's operation and maintenance manual or other similar use guidelines, conditions or requirements made available to the Customer for the Equipment by PrimeTime Hire upon request (Manual) and in accordance with good practice and any applicable industry standards or guidelines (including from government workplace health & safety agencies), legislation, regulations and bylaws and the Customer will ensure that anyone using or engaging in the operation of the Equipment will so comply;
- (c) if a logbook is provided with the Equipment, the Customer will accurately complete all required entries in the log book during the Hire Period;
- (d) for a Short-Term Hire, the Customer must notify PrimeTime Hire and the Equipment Owner immediately when the Equipment is due for service in line with the Manual or any notification located on or within the Equipment or logbook (if a logbook has been provided) and will make the Equipment available for PrimeTime Hire and/or the Equipment Owner to perform such servicing;
- (e) the Customer will at all times take all reasonable precautions to prevent any loss or damage to the Equipment and must ensure that the Equipment is not used in a manner that is likely to result in anything other than ordinary wear and tear of the Equipment;
- (f) the Customer is capable of and qualified to inspect the Equipment to determine its condition, state of repair, whether it is in good working order, safe to use and suitable for Customer's intended use and the Customer will perform such an inspection on every occasion and undertake all pre-start checks required in the Manual before permitting any person to use the Equipment. If any issues are found during any inspection or pre-start check, the Customer will cease using the Equipment and notify PrimeTime Hire;
- (g) it will only use the Equipment for a legal purpose;



(h) it will promptly upon request provide access, at reasonable times, to the Equipment to PrimeTime Hire or the Equipment Owner for the purposes of inspection of the Equipment and of compliance of the terms of this Hire Agreement; and

(i) the Customer has read and understood these Hire Terms and Conditions.

10.2 The Customer will not do anything which may have an adverse impact upon PrimeTime Hire's reputation or business either during the Hire Period or following completion of the Hire Period.

11. Liability

11.1 The only warranties given by PrimeTime Hire in respect of the Equipment are the express written manufacturer warranties supplied (if any) to the Customer in respect of specified Equipment. Any such warranty may include situations that void the warranty. All other terms, conditions, warranties and representations expressed or implied, whether by operation of law, statutory or otherwise are expressly excluded (except any which may not lawfully be excluded).

11.2 To the fullest extent permitted by law the maximum aggregate liability of PrimeTime Hire and/or the Equipment Owner under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise is limited to an amount equal to the Hire Payments paid and/or payable by the Customer under this Hire Agreement.

11.3 To the fullest extent permitted by law, the Customer releases PrimeTime Hire and/or the Equipment Owner from any Claim which PrimeTime Hire incurs or is liable for in connection with any loss, damage or injury arising out of the performance of the Customer's duties under this Hire Agreement except to the extent caused or contributed to by PrimeTime Hire's negligence or default.

11.4 The Customer indemnifies PrimeTime Hire and/or the Equipment Owner against, and shall pay to PrimeTime Hire upon demand, any Claim suffered or incurred by PrimeTime Hire whether arising directly or indirectly from PrimeTime Hire and/or the Equipment Owner acting to recover any Equipment or monies payable by the Customer pursuant to the Hire Agreement, or from any act or omission of the Customer in breach of the Hire Agreement, negligent acts or omissions of the Customer, damage to property caused or contributed to by the Customer, personal injury or death caused or



contributed to by the Customer, or otherwise in connection with the exercise or attempted exercise of any of PrimeTime Hire's rights or remedies under the Hire Agreement other than liability that is limited pursuant to clause 8.3.

11.5 To the fullest extent permitted by law, PrimeTime Hire and/or the Equipment Owner has no liability or responsibility for any accident or damage caused to or at the Location, or any other location where the Equipment is used.

12. Infringement Fees

12.1 The Customer will be responsible for payment of all fines and infringements incurred for the Equipment during the Hire Period including but not limited to:

(a) parking in any portion of a road in breach of any by-law of a road controlling authority;

(b) a speeding offence;

(c) failure to comply with traffic signals;

(d) toll offences; and

(e) offences related to loading and unsafe loads.

13. Personal Property Securities Act

13.1 In this Agreement, the following words and phrases have the same meanings as in the PPS Act: Collateral, PPSR, Purchase Money Security Interest, Security Agreement, Security Interest.

13.2 In order to secure the Customer's obligations under the Hire Agreement, including any obligation to pay any amount to PrimeTime Hire and/or the Equipment Owner, the Customer:

(a) acknowledges that the Hire Agreement constitutes a Security Agreement for the purposes of the PPS Act;

(b) grants to PrimeTime Hire and the Equipment Owner a Security Interest in respect of all Equipment leased, bailed or otherwise provided or made available



to the Customer by PrimeTime Hire and/or the Equipment Owner and any proceeds thereof;

(c) consents to PrimeTime Hire and the Equipment Owner perfecting such Security Interest by registration on the PPSR, including as a Purchase Money Security Interest;

(d) undertakes to PrimeTime Hire and the Equipment Owner to do all things reasonably necessary or required by PrimeTime Hire and/or the Equipment Owner to assist PrimeTime Hire and/or the Equipment Owner in perfecting the registration of the Security Interest on the PPSR, including providing information and executing documents;

(e) will not change its name, address or contact details without providing PrimeTime Hire and/or the Equipment Owner with 14 days' prior written notice; and

(f) waives, to the extent permitted by the PPS Act, its right to receive any notice of a verification statement or any other notice PrimeTime Hire and/or the Equipment Owner would otherwise be required to give under the PPS Act.

13.3 In relation to any Collateral for which PrimeTime Hire and Equipment Owner has a Security Interest under the Hire Agreement, the Customer agrees and warrants that PrimeTime Hire and/or the Equipment Owner that it:

(a) has full right and title in any Collateral;

(b) will disclose any and all encumbrances over Collateral as soon as possible;

(c) will not allow any other encumbrances over the Collateral without PrimeTime Hire's and the Equipment Owner's express written permission; and

(d) will not sell, dispose of, grant a license or lease, give control to another, part with possession, allow the value to be reduced, commingle, or deal with the Collateral in any way which could be harmful to PrimeTime Hire's and/or the Equipment Owner's interests in the Collateral without PrimeTime Hire's and the Equipment Owner's express written permission.

13.4 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the Hire Agreement, the Customer agrees that the following provisions of the PPS Act will not



apply to the enforcement of the Hire Agreement: section 95 (notice of removal of accession), to the extent that it requires PrimeTime Hire and/or the Equipment Owner to give a notice to the Customer; subsection 121(4) (enforcement of liquid assets — notice to grantor); section 130 (notice of disposal), to the extent that it requires the Customer to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

13.5 The Customer will, upon demand, pay all PrimeTime Hire's and/or the Equipment Owner's costs and expenses including legal costs (on a solicitor-client basis) in relation to or in connection with the registration, maintenance and enforcement of PrimeTime Hire's security interest.

13.6 PrimeTime Hire and/or the Equipment Owner is not required to monitor, enforce or apply its rights under the security interest created in this clause 13 or any guarantee or other security held by PrimeTime Hire and/or the Equipment Owner for the Customer's obligations under this Hire Agreement at any time. Failure to enforce its rights will not constitute the waiver of PrimeTime Hire's and/or the Equipment Owner's security interest or any other security.

14. Information and Privacy

14.1 PrimeTime Hire and/or the Equipment Owner may at any time collect, hold and use information provided by the Customer including information relating to the Guarantor(s) for any purpose connected with its business including (but not limited to) direct marketing, debt recovery, credit reporting or assessment, and to register any security interest, including collecting information from, and disclosing information to, external credit reporting agencies, debt collection agencies, insurance providers, and trade referees. Information disclosed by PrimeTime Hire and/or the Equipment Owner to credit reporting agencies will be disclosed on the basis that it will be held and used by such agencies to provide credit reporting services. Information disclosed by PrimeTime Hire and/or the Equipment Owner to an insurance provider will be disclosed on the basis that it will be held and used by such insurance provers to provide insurance services to PrimeTime Hire and/or the Equipment Owner. Under the Privacy Act 1988 (Cth), individuals have rights to access to, and request correction of, their personal information by contacting PrimeTime Hire.



14.2 PrimeTime Hire and/or the Equipment Owner may disclose personal information collected about the Customer, its references or the Guarantor(s) to any credit reporting agency for the purpose of obtaining a credit report.

14.3 PrimeTime Hire and/or the Equipment Owner may disclose personal information collected about the Customer, its references or the Guarantor(s) to any insurance provider for the purpose of providing insurance services.

14.4 The Customer, any person signing on behalf of the Customer and any Guarantor(s) each authorise PrimeTime Hire and/or the Equipment Owner to collect, hold and use information from any person or entity for any of the above purposes, and for such person or entity to disclose information to PrimeTime Hire and/or the Equipment Owner, and the Customer further authorises PrimeTime Hire and/or the Equipment Owner to disclose information to any person or entity for any of the above purposes and such person or entity to collect, hold and use information from PrimeTime Hire and/or the Equipment Owner.

15. Termination of the Hire Agreement

15.1 PrimeTime Hire may terminate this Hire Agreement with immediate effect by written notice to the Customer if;

- (a) the Customer is in breach of any term of this Hire Agreement or any other agreement between the Customer and PrimeTime Hire;
- (b) the Customer suffers an Insolvency Event; or
- (c) PrimeTime Hire believes in its sole discretion that the Equipment might be at risk.

15.2 PrimeTime Hire may terminate this Hire Agreement at any time on 48 hours' prior written notice to the Customer.

15.3 Upon termination of this Agreement under clause 15.1 or 15.2:

- (a) the Customer expressly authorises PrimeTime Hire to enter onto the Location or any other location where the Equipment is stored to collect the Equipment without notice and to use such force as required, and for this purpose the



Customer indemnifies PrimeTime Hire and its agents from any Claim relating to such entry;

(b) the Customer shall deliver up the Equipment to PrimeTime Hire by providing PrimeTime Hire with reasonable and clear access to the Location or any other location where the Equipment is stored to enable collection of the Equipment; and

(c) the Customer will promptly pay:

(i) all Hire Payments and Additional Costs due to PrimeTime Hire at the date of termination; and

(ii) if the Hire Agreement has been terminated in accordance with clause 16.1, the balance of all Hire Payments yet to accrue from the date of termination to the end date of the Hire Period (if an end date has been specified in the Order Form).

16. Notices

16.1 Any notice to be given pursuant to the terms of this Hire Agreement will be in writing addressed to the party to whom it is given and left at or sent by e-mail or post to the address of such party as it may from time to time notify to the other. However, if the notice is sent by means other than email, a copy must also be provided by email.

16.2 Notices shall be deemed to be served on the day so left or transmitted by e-mail (provided that the sender has no reason to suspect that the email has not been delivered) or on the third Business Day after it is so posted.

17. Miscellaneous

17.1 Entire Agreement: The Hire Agreement contains all of the terms, representations and warranties made between the parties relating to the matters dealt with in the Hire Agreement and supersedes and cancels all prior discussions and agreements covering the subject matter of the Hire Agreement. The parties have not relied on any representation, warranty or agreement relating to the matters dealt with in the Hire Agreement that is not expressly set out in the Hire Agreement, and no such representation, warranty or agreement has any effect from the date of the Hire Agreement.



17.2 Authority: Where the Customer is not a natural person, the person entering this Hire Agreement on behalf of the Customer warrants that they enter into this Hire Agreement on their own behalf as well as on the behalf of the Customer and that they have full authority to enter into this Hire Agreement on behalf of the Customer.

17.3 Variation: PrimeTime Hire shall be entitled to amend these Hire Terms and Conditions at its sole discretion upon notice in writing to the Customer. The terms of the amended Hire Terms and Conditions will apply to all Equipment in the Customer's possession and any new equipment rented from the date of the notice and the Customer's continued rental of the Equipment and/or subsequent rentals of new equipment shall constitute acceptance of the amended Hire Terms and Conditions.

17.4 Assignment: PrimeTime Hire may assign, transfer or novate this Hire Agreement or any of its rights and obligations under this Hire Agreement to any third party, and the Customer agrees to do all things and sign all documents reasonably required by PrimeTime Hire for this purpose. The Customer may only assign its rights and obligations under this Hire Agreement with the written consent of PrimeTime Hire.

17.5 Severability: If a provision or part of a provision of the Hire Agreement is held invalid, unenforceable or illegal for any reason, then such provision or part, as the case may be, shall be deemed to be severed from the Hire Agreement and the Hire Agreement shall otherwise remain in full force.

17.6 Inconsistency: If this Hire Agreement is inconsistent with any other document or agreement between the parties, this Hire Agreement prevails to the extent of such inconsistency.

17.7 Contractual privity: The Customer and PrimeTime Hire acknowledge and agree that this Hire Agreement is made and fully intended to confer a benefit on, and be legally enforceable by, the Equipment Owner notwithstanding that it is not a party.

17.8 Jurisdiction and Governing Law: These Hire Terms and Conditions are governed by and construed in accordance with the laws of the State of Western Australia in Australia and the parties to this Hire Agreement submit to the jurisdiction of western Australia courts.

18. Definitions and Interpretation



18.1 In this Hire Agreement, unless the context otherwise requires:

- (a) "Additional Costs" has the meaning given in clause 3.4 and on the PrimeTime Hire website.
- (b) "Business Day" means a day which is not a Saturday, Sunday or public or bank holiday in Perth in the State of Western Australia, Australia;
- (c) "Claim" means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against a person, however arising and whether ascertained or unascertained; immediate, future or contingent; or subject of a dispute, litigation, arbitration, mediation, conciliation or administrative proceedings.
- (d) "Customer" means the party named as the customer in the Order Form or pursuant to a Credit Account Application and includes the Customer's representatives, officers, employees, contractors and agents.
- (e) "PrimeTime Hire" means PrimeTime Hire ABN 9883 448 7370.
- (f) "Equipment" means the Equipment described in the Order Form including keys and accessories and any further equipment rented to the Customer by PrimeTime Hire in the future;
- (g) "Equipment Owner" means the legal owner of the Equipment, being PrimeTime Hire to rent the Equipment to third parties;
- (h) "Excess Amount" means \$5,000.00 or such other amount notified to the Customer in writing by PrimeTime Hire.
- (i) "Guarantor" means the listed in the Order Form or any person who has agreed to guarantee the obligations of the Customer under this Hire Agreement in writing.
- (j) "Hire Payment" means the relevant hire payment notified to the Customer upon making a booking for hiring the Equipment.
- (k) "Insolvency Event" means where the Customer is subject to any of the following events:



- (l) an order is made, resolution passed, or legal proceedings issued, or corporate action is taken, notice given, or other step taken for the dissolution of the Customer;
 - (ii) the Customer is insolvent under the definition in the Corporations Act 2001 (Cth), fails to comply with a statutory demand, or a liquidator, receiver, manager, statutory manager, inspector, trustee or other similar person is appointed in respect of the Customer or some or all of its assets;
 - (iii) the Customer becomes bankrupt, or is affected by an analogous event;
 - (iv) the Customer enters into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; any distress, attachment, or execution is levied, issued, enforced or obtained on or against all or substantially all of the Customer's assets; or
 - (v) any security over the assets of the Customer is enforced.
- (m) "Location" means the Customer's address listed in the Order Form.
- (n) "Long-Term Hire" means a hire of Equipment which is for a period of one month or longer or is otherwise designated by PrimeTime Hire as long-term.
- (o) "Manual" has the meaning given in clause 10.1(b).
- (p) "PPS Act" means the Personal Property Securities Act 2009 (Cth).
- (q) "Recovery Charge" means the fee specified on PrimeTime Hire's website, or such other amount notified by PrimeTime Hire to the Customer.
- (r) "Short-Term Hire" means a hire of Equipment which is not a Long-Term hire.
- (s) "Zero Excess Option" has the meaning given to that term in clause 8.3.
- (t) "Zero Excess Fee" has the meaning given to that term in clause 3.4(a).

18.2 In this Hire Agreement, unless the context otherwise requires:

- (a) a word denoting the singular includes the plural and vice versa;



(b) A word or term defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in these Hire Terms and Conditions where used in connection with GST imposed under that Act.

(c) any reference to a statute or statutory provision shall be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any other orders, regulations, instruments or other subordinate legislation made thereunder;

(d) all references to "\$" and "dollars" are to the lawful currency of Australia;

(e) specifying anything after the words "including", "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary; and

(f) a provision must not be construed against a party merely because that party was responsible for preparing this document or that provision.

Acknowledgment

By signing below, I hereby acknowledge, agree, and accept these statements are true and correct:

1. I have read and understand the PrimeTime Hire Hire Agreement.
2. The representations and warranties provided by me in the PrimeTime Hire Hire Agreement are true and correct.
3. I may be liable for "Additional Costs" and PrimeTime Hire may charge my credit card or debit card directly for these "Additional Costs" in accordance with the PrimeTime Hire Hire Agreement.
4. I understand the load capabilities and restrictions of the Equipment and agree to not overload or incorrectly load any Equipment.
5. I, together with any person(s) who will be operating or using the Equipment, will complete any training required (not limited to watching safety videos) prior to using the Equipment and will only operate and use the Equipment in accordance with that training.



6. It is my responsibility to operate the Equipment safely.

Please enter your legal name as it appears on your passport.

FULL NAME

DATE

SIGNATURE