

TRADIE STATION HIRE AGREEMENT

1. LICENCE

- 1.1 Tradie Station is the legal owner of the Goods.
- 1.2 Pursuant to the terms of this Agreement, the Tradie Station hereby grants the Hirer, and the Hirer accepts, a licence to use the Goods for the Permitted Use for the Hire Period on the terms and conditions contained in this Agreement ('Licence').
- 1.3 The Hirer may accept this Agreement by any one of the following ways:
- (a) In writing or by signing and returning a copy of the Agreement; or
 - (a) By conduct in:
 - (i) Accepting delivery of the Goods; or
 - (ii) Paying any part of the Fee.
- 1.4 The Hirer or its appointed representative agrees to be present for the delivery of the Goods on the Delivery Date.
- 1.5 Tradie Station will deliver the Goods and Supplies on the Delivery Date to the Site and connect the Goods to the Services.
- 1.6 Immediately upon accepting the Goods, the Hirer must inspect the Goods and the Supplies ('the Inspection') and complete the Delivery Condition Report.
- 1.7 If the Hirer is not satisfied as to the condition, quality or safety of the Goods or if there is any discrepancy between the description of the Goods and the Goods as collected, the Hirer must immediately advise Tradie Station in writing of details of the defect or discrepancy via the Delivery Condition Report.
- 1.8 Subject to Clause 1.6, the Tradie Station may in its sole discretion, elect to:
- (a) Terminate this Agreement effective immediately and refund any part of the Hire Fee and the Bond which has been paid by the Hirer; or
 - (b) Remedy the defect or discrepancy by repair or replacement of the Goods.
- 1.9 The Hirer's rights and remedies at law (if any) in respect of the Goods will not be excluded, varied or abrogated by anything in this Agreement.

2. PAYMENT

- 2.1 The Hirer shall pay Tradie Station the Contractual Payments as follows:
- (a) Bond: prior to Delivery of the Goods;
 - (b) Hire Fee: by 5:00pm on as per the Schedule; and
 - (c) All other Contractual Payments: as per the tax invoice issued by Tradie Station.
- 2.2 The Parties agree that Tradie Station may recover part or all of any Loss incurred under Clauses 8 and/or 9 from the Bond.
- 2.3 Tradie Station shall provide the Hirer with a tax invoice/tax invoices detailing all Contractual Payments.
- 2.4 The Hirer shall complete, and authorises Tradie Station to complete, any documents necessary or desirable to enable the Hirer to make payment of the Contractual Payments together with any applicable GST via credit/debit card or direct deposit.
- 2.5 The Parties agree that should Tradie Station be unable to collect the Goods from the Site on the Collection Date due to the Hirer's action or inaction, the Hirer will be liable to pay the Hire Fee to Tradie Station on an ongoing basis until the collection of the Goods is finalised. This clause does not limit any other rights available to Tradie Station.
- 2.6 The Hirer agrees to pay all Loss including Tradie Station's legal fees on a full indemnity basis incurred by Tradie Station in its attempts to recover a debt owing to it.

- 2.7 Recovery costs shall be payable by the Hirer notwithstanding any order of a court in relation to the debt claimed by Tradie Station.
- 2.8 The Parties agree that this Clause shall survive the expiry or termination of this Agreement.

3. HIRER'S WARRANTIES & OBLIGATIONS

- 3.1 The Hirer warrants and agrees:
- (a) It has had the opportunity to conduct its own investigations and due diligence enquiries regarding the condition of the Goods and the suitability of the Goods for the Permitted Use on the Site ('Investigations');
 - (b) It is satisfied with the outcome of its Investigations;
 - (c) It must arrange Clear Access to the Site and Services on the Delivery Date and Return Date and throughout the Hire Period. This is an Essential Term of the Agreement;
 - (d) It is responsible for the replenishment and upkeep of the Supplies throughout the Hire Period;
 - (e) Subject to Clause 3.4, it is satisfied the Goods:
 - (i) Complies with its description;
 - (ii) Is in merchantable condition; and
 - (iii) Is fit for the Permitted Use.
 - (f) It holds appropriate and sufficient public liability insurance in respect of using the Goods for the Permitted Use;
 - (g) It is not in breach of any law or subject of any legal action; and
 - (h) It has not at any time been refused insurance cover in relation to Goods.
- 3.2 The Hirer acknowledges and agrees:
- (a) The Hirer shall not allow nor authorise any other entity or person to use, re-hire or have possession and or control of the Goods at any time.
 - (b) The Hirer shall at all times:
 - (i) Ensure the Goods are:
 - (1) Used, operated and stored safely, strictly in accordance with all Laws, the manufacturer's instructions, site requirements and industry best practice; and
 - (2) Used only for the Permitted Use and in accordance with the manufacturer's instructions.
 - (ii) Conduct a job safety analysis prior to using the Goods at a site; and
 - (iii) Ensure that no persons carry illegal, prohibited or dangerous substances in or on the Goods.
 - (c) The Hirer must not remove the Goods from the Site without Tradie Station's prior written consent.
 - (d) The Hirer must ensure that the Goods are stored safely and securely during the Hire Period and are protected from theft, seizure or damage;
 - (e) The Hirer shall attend to the Goods regularly throughout the Hire Period including:
 - (i) Visual check;
 - (ii) Top up of further Supplies once the Supplies provided by the Tradie Station run out, are used or expire; and
 - (iii) Clean of Goods post use each day.
 - (f) The Hirer shall maintain the Goods in a clean state and in good working condition during the Hire Period at its own expense, including carrying out Tradie Station's recommendations.
 - (g) The Hirer shall not:

- (i) Cause or permit any alteration or modification of Goods without Tradie Station's prior written consent; or
- (ii) Alter, deface, remove or erase any notices, safety information, identifying marks, plate or number on the Goods.
- (h) The Hirer consents to Tradie Station inspecting the Goods from time to time, at Tradie Station's reasonable discretion, during the Term. In addition, the Hirer may arrange a joint inspection with Tradie Station on or before the Collection Date.

4. RISK AND TITLE

- 4.1 The Goods at all times remain Tradie Station's property and title does not pass to the Hirer in any circumstances.
- 4.2 The Hirer has the right to use the Goods as a mere licensee only and nothing in this Agreement gives the Hirer a proprietary right in the Goods.
- 4.3 The Hirer uses the Goods at its sole risk.
- 4.4 To the extent available at law, Tradie Station provides no warranties in relation to the suitability, viability or condition of the Goods, whether for the Permitted Use or otherwise.
- 4.5 The Hirer shall not agree, offer or purport to:
 - (a) Sell, assign, sub-let, lend, pledge, let on hire or otherwise part with or attempt to part with the personal possession session of the Goods;
 - (b) Encumber, charge or mortgage the Goods in any way; or
 - (c) Grant or give any legal or equitable interest or security interest in the Goods.

5. GOODS

- 5.1 In the event the Goods are Damaged or become unsafe to use ('Breakdown') during the Hire Period the Hirer shall:
 - (a) Immediately stop using the Goods and notify Tradie Station in writing;
 - (b) Take all steps necessary in to prevent injury to person or property as a result of the condition of the Goods; and
 - (c) Take all steps necessary to prevent any further damage to the Goods.
- 5.2 If the Breakdown is through no fault, negligence, recklessness or misuse by the Hirer, Tradie Station will take steps necessary to repair the Goods within a reasonable time after being notified by the Hirer.
- 5.3 If the Breakdown arises directly or indirectly from the fault, negligence, recklessness or misuse by the Hirer or any third-party acting with the knowledge of the Hirer, the Hirer shall be liable for all costs associated with the repair or replacement of the Goods ('Costs').
- 5.4 Tradie Station will not be liable for any Loss whatsoever incurred by the Hirer arising from or related to a Breakdown, howsoever caused.
- 5.5 The parties agree this Clause shall survive the termination or expiry of this Agreement.

6. LOSS OR DAMAGE

- 6.1 The Hirer is responsible for the Goods during the Hire Period.
- 6.2 The Hirer releases the Tradie Station from all Liability for any Loss, Claim, damage, or injury arising directly or indirectly to the Licence and/or Goods, except where caused by the Tradie Station's gross negligence or wilful misconduct.
- 6.3 The Hirer shall immediately report any theft, loss Damage of the Goods to Tradie Station, the police (if applicable) and any relevant authority.
- 6.4 If the Goods are lost, stolen, wrongfully converted or Damaged during the Hire Period:
 - (a) The Hirer agrees to provide all relevant information, documentation, CCTV footage, witness statements,

witness contact details, computer records, log books and other relevant information to the Police, any interested third party such as a private investigator or insurer and Tradie Station;

- (b) The Hirer shall be liable for any and all Loss incurred by Tradie Station in repairing the Goods to the condition it was in at the Delivery Date, having regard to the Delivery Condition Report, or replacing the Goods, as elected by Tradie Station in its sole discretion, including any insurance excess if Tradie Station, in its sole discretion, elects to make a claim on its own insurance policy;
 - (c) The Hirer shall be liable to continue to pay the Hire Fee until such time as the Goods are repaired or replaced; and
 - (d) Tradie Station shall be entitled to recover all or part of the Loss from the Bond.
- 6.5 The parties agree this Clause shall survive the termination or end of this Agreement.

7. TERMINATION

- 7.1 This Agreement shall end on the expiry of the Term unless extended by agreement in writing by the Parties.
- 7.2 A party may terminate the Agreement at any time by providing 14 days' written notice.
- 7.3 Upon termination or expiry of this Agreement, the Hirer shall:
 - (a) Cease using the Goods;
 - (b) Arrange for Clear Access to the Goods on the Site at its own expense and ensure the Goods are in the same condition they were supplied in, fair wear and tear excepted;
 - (c) Pay all outstanding Contractual Payments to Tradie Station.
- 7.4 Upon termination or expiry of this Agreement, Tradie Station and the Hirer will complete the Return Condition Report.
- 7.5 The Hirer shall be in default immediately upon any of the following ('Hirer Default'):
 - (a) The Hirer breaches this Agreement;
 - (b) The Hirer causes Loss, or is in Tradie Station's reasonable opinion likely to cause Loss, to any third-party as a result of use of the Goods;
 - (c) Any money payable to Tradie Station becomes overdue;
 - (d) The Hirer misuses, abuses or abandons the Goods;
 - (e) The Hirer dies, loses capacity, becomes bankrupt or insolvent or executes a personal insolvency agreement or enters into liquidation or administration;
 - (f) The Hirer undertakes any illegal activity or acts in a manner Tradie Station believes is unethical or illegal; or
 - (g) The Hirer fails to comply with Tradie Station's reasonable directions or requests.
- 7.6 Immediately upon the Hirer's Default and without prejudice to Tradie Station's other remedies:
 - (a) Tradie Station shall be entitled to terminate the Agreement by written notice effective immediately and take possession of the Goods in accordance with this Clause;
 - (b) All amounts payable to Tradie Station shall immediately become due and payable.
- 7.7 Nothing contained in this Agreement shall prevent Tradie Station from exercising other legal remedies to recover possession of the Goods or money owed under this Agreement.
- 7.8 Termination shall be without prejudice to any claim either party may have against the other in respect of any breach of the Agreement which occurred prior to the date of the termination.

7.9 Regardless of reason for termination, termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force of any provision of this Agreement which is expressly or by implication intended to come into force or continue on after the termination.

8. ENFORCEMENT/RECOVERY

- 8.1 Upon termination, Tradie Station may take all steps necessary to recover the Goods including but not limited to:
- (a) Entering the Site to recover the Goods;
 - (b) Entering any other premises on which the Goods are stored or kept whether or not those premises are under the Hirer's ownership or control;
 - (c) Taking any enforcement action under the PPSA (if applicable); and/or
 - (d) Taking any other legal action or enforcement action.
- 8.2 The Hirer grants to Tradie Station an irrevocable authority to carry out the recovery and enforcement actions contained in this Clause.

9. PERSONAL PROPERTIES AND SECURITIES ACT

- 9.1 In this clause:
- (a) PPSA means the *Personal Property Securities Act 2009* (Cth); and
 - (b) Words and phrases that have defined meanings in the PPSA have the same meaning as in the PPSA unless the context indicates otherwise.
- 9.2 Overriding maximum term:
- (a) The Term of this Agreement, including any extensions or renewals, must not continue beyond the period of 2 years (730 days) from the date the Hirer first took possession of them.
 - (b) The Hirer must return the Goods to Tradie Station before the end of that period.
 - (c) This Clause applies despite anything else in this document.

Consent to registration

- 9.3 If Tradie Station considers that this document provides for any security interest ('Security Interest'), the Hirer:
- (a) Consents to Tradie Station perfecting the Security Interest by registration on the Personal Property Securities Register in accordance with the PPSA; and
 - (b) Agrees to do anything Tradie Station reasonably asks to ensure that the Security Interest:
 - (i) Is enforceable, perfected and otherwise effective; and
 - (ii) Has priority over all other security interests.

10. DISPUTE RESOLUTION

- 10.1 A party must not start arbitration, court proceedings or any other proceedings, except interlocutory relief, in respect of any dispute, controversy or claim arising out of or in relation to this Agreement ('Dispute'), unless that party has complied with this Clause.
- 10.2 A party claiming that a Dispute has arisen ('Complainant') must notify the other party to the Dispute ('Respondent') of:
- (a) The nature of the Dispute;
 - (b) What outcome the Complainant wants; and
 - (c) What action the Complainant thinks will settle the Dispute ('Dispute Notice').
- 10.3 Once a Dispute Notice has been given, the parties must use reasonable endeavours to resolve the Dispute.
- 10.4 If the parties concerned cannot agree how to resolve the Dispute within 10 Business Days of the Dispute Notice being given, each party may take its own advice on the best manner in which the Dispute is to be settled.
- 10.5 The Hirer acknowledges and agrees that if the Hirer breaches the warranties, representations, indemnities, covenants, agreements, undertakings and obligations

('agreed terms') contained herein, damages may not be an adequate remedy and the agreed terms will be enforceable by injunction, order for specific performance or such other equitable relief as a court of competent jurisdiction may see fit.

- 10.6 If any fee is disputed, the Hirer hereby undertakes to make prompt payment in accordance with this Agreement of the sum of funds not under dispute.

11. AUSTRALIAN CONSUMER LAW

- 11.1 This Clause 11 applies if the *Competition and Consumer Act 2010* (Cth) ('the Act') is deemed to apply.
- 11.2 The parties agree:
- (a) Notwithstanding anything contained in this Agreement, Tradie Station acknowledges that the agreement and relationship between the Hirer and Tradie Station may be subject to the *Competition and Consumer Act 2010* (Cth) ('the Act');
 - (b) The provisions of this Agreement, where in conflict with the Act, shall be read down to the extent required by operation of the provisions of Act;
 - (c) The Goods may come with guarantees that cannot be excluded under the Australian Consumer Law and Tradie Station does not purport to exclude or attempt to exclude such guarantees; and
 - (d) The provisions of the Act, including any statutory obligations applicable to Tradie Station shall only be enforceable by the Hirer in relation to Goods purchased or hired by the Hirer as a consumer pursuant to the Act.

12. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 12.1 **Agreement** means this document, the Schedule, the Delivery Condition Report and the Return Condition Report annexed to this document.
- 12.2 **Bond** means the bond listed in the Schedule.
- 12.3 **Claim** means allegation, debt, Liability, proceeding, claims, action, notice threatening claim, demands, litigation, judgements, suits howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.
- 12.4 **Clear Access** means unobstructed access to the Site, including a clear pathway for cords, hoses, and waste connections.
- 12.5 **Collect/Collecting** includes to receive, collect, accept delivery of or otherwise obtain possession.
- 12.6 **Collection Date** means the collection date and time as listed in the Schedule, or any other date and time as agreed in writing between the parties.
- 12.7 **Contractual Payments** means all payments for which the Hirer may become liable pursuant to this Agreement and includes the Hire Fee and Bond as applicable.
- 12.8 **Damaged/Damage** means any loss of or damage to the Goods incurred during the Hire Period and/or noted on the Collection Condition Report and including wear and tear which is beyond what would be reasonably expected from the Permitted Use as determined in the sole and discretion of Tradie Station.
- 12.9 **Delivery Date** means the delivery date and time as listed in the Schedule or any other date as agreed in writing between the parties.
- 12.10 **Due Date** means the Hire Fee Due Date listed in the Schedule.
- 12.11 **Goods** means the item described in the Schedule.
- 12.12 **Hire Fee** means the hire fee listed in the Schedule.
- 12.13 **Hirer** means the hirer as listed in the Schedule.

- 12.14 **Hire Period** means the period from the time of Delivery to the Site on the Delivery Date to the time of collection on the Collection Date and includes all loading and unloading time.
- 12.15 **Laws** includes all laws, statutes, acts, rules and regulations, ordinances, workplace health and safety obligations and industry best-practice guidelines.
- 12.16 **Liability** means liabilities, Loss, Claim, damages, outgoings, costs and expenses of whatever description and whether present, unascertained, contingent or prospective.
- 12.17 **Loss** means loss, damage, personal injury, expense, cost including legal fees on a full indemnity basis and expenses of any nature or description and debts including any liability for consequential or indirect losses, economic loss or loss of profits, use, opportunity, production, interest, earnings or profit.
- 12.18 **Permitted Use** means the permitted use as described in the Schedule.
- 12.19 **Site** means the Site listed in the Schedule.
- 12.20 **Services** means water, power, and sewer or septic connection required for the operation of the Goods.
- 12.21 **Supplies** means the as set out in the Schedule.
- 12.22 **Term** means the period of time commencing when the Hirer accepts this Agreement and ending on the Collection Date or the date this Agreement is terminated, whichever is the earliest.
- 12.23 The singular includes the plural and vice versa.
- 12.24 A reference to a party, individual or person includes a corporation, company, joint venture, association, authority, trust, state or government and vice versa.
- 12.25 This Agreement is binding upon a party's assigns, agents, authorised representatives, substitutes, executors, administrators, attorneys, successors or heirs.
- 12.26 A reference to any document is to that document (and any of its provisions) as amended, novated, supplemented or replaced from time to time.
- 12.27 Specifying anything after the words "including" or similar expressions does not limit what else is included unless express wording to the contrary.
- 12.28 A time of day is a reference to Queensland time.
- 13. GENERAL**
- 13.1 **Multiple Party:** If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly and an obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- 13.2 **Statutes:** A statute which alters this Agreement shall not apply insofar as it can lawfully can be done.
- 13.3 **Severance:** If anything in this Agreement is invalid, unenforceable, illegal or void, it is severed, and the rest of this Agreement remains in force to the extent available at law.
- 13.4 **No Agreement:** A party's failure or delay to exercise a power or right does not operate as a waiver of such. No waiver is effective unless it is in writing.
- 13.5 **Assignment:** This Agreement cannot be assigned.
- 13.6 **Entire Agreement:** This Agreement contains the entire agreement between the parties on the subject matter of this Agreement.
- 13.7 **Governing Law:** This Agreement is governed by the laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of Queensland courts.
- 13.8 **Further assurances:** Each party to this Agreement will, at its own expense and without additional consideration, upon receipt of a request by another party promptly do such further acts and will execute, acknowledge, deliver and record such other documents as may be reasonably necessary from time to time to give full effect to this Agreement and any transaction contemplated herein.
- 13.9 **Electronic:** The original of this Agreement may be in email form and agree to accept the email copy as the original and binding agreement.
- 13.10 **Survival:** Termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force of any provision herein which expressly or by implication comes into force or continue after the termination.
- 13.11 **Confidentiality:** The information in and terms of this Agreement are confidential to the parties and shall not be disclosed to any third party other than advisers to the Parties. Neither party shall do any act or say anything that shall bring the reputation of the other into disrepute.
- 13.12 **Notices:** Notices are effectively delivered if in writing and delivered or posted to the party or sent to the email address of the party. Posted notices will be treated as given two Business Days after posting. Electronic notices will be treated as delivered on the day it is sent or if sent after 5:00pm, then it is regarded as delivered at 9:00am on the following Business Day.
- 13.13 **Time of Essence:** Time shall be of the essence of the Hirer's obligations herein unless otherwise agreed in writing by Tradie Station.