



TIGER

BUCKETS & ATTACHMENTS

Hiring Terms

BETWEEN

Tiger Earthmoving Attachments P/L ABN: 46608245183 trading as “Tiger Buckets & Attachments” of 12 Airds Rd Minto NSW 2566

AND

The person or persons referred to in the Schedule as the Hirer (hereinafter referred to as “the Hirer”) of the second and final part.

WHEREAS:-

- A. The Hirer has requested Tiger Buckets & Attachments to hire certain Equipment described in the Schedule to the Hirer;
- B. Tiger Buckets & Attachments has agreed to hire out the Equipment to the Hirer upon the terms contained herein.
- C. The parties hereto agree as follows:-

1. INTERPRETATION

1.1 For all purposes of this Agreement, except to the extent that such interpretation shall be excluded by or be repugnant to the context, the following words and phrases shall have the meanings respectively assigned to them and the following provisions relating to interpretation shall apply:-

“**Agreement**” shall refer to this Agreement and the accompanying Schedule.

“**Default**” shall include a default event referred to in clause 12 of this Agreement.

“**Equipment**” shall mean the equipment referred to in the Schedule under the heading “Equipment”.

“**Equipment Location**” shall mean the equipment location referred to in the Schedule under the heading “Equipment Location”.

“**Frequency Period**” means the frequency period of either a calendar month, fortnight, week or day as selected and referred to in the Schedule under the heading “Hire Period”. “**Guarantor**” shall mean the party or parties referred to in the Schedule of this Agreement as a Guarantor.

“**GST**” shall mean the goods and services tax imposed by the GST Legislation.

“**GST Legislation**” shall mean A New Tax System (Goods and Services Tax) Act 1999 and the regulations made thereunder as amended from time to time and any corresponding replacement legislation.

“**Hirer**” shall mean the person or persons referred to in the Schedule as the Hirer.

“**PPS Lease**” has the same meaning as defined in the Personal Property Securities Act 2009.

“**PPS Register**” means the Personal Property Securities Register maintained pursuant to the Personal Property Securities Act 2009.

“**Hire Fee Instalment**” shall be the relevant hire fee instalment forming part of the Hire Fee Instalments.

“**Hire Fee Instalments**” shall mean the hire fee instalment or instalments referred to in the Schedule under the heading “Hire Fee Instalments, Fees and Charges”.

“**Schedule**” refers to the Schedule of this Agreement which incorporates by reference these terms and conditions.

“**Hire Period**” shall mean shall mean the hire period term referred to in the Schedule under the heading “Hire

Period”.

“**Variation Notice**” is a notice of request of variation of the Agreement referred to in sub-clause 15.10.

1.2 Unless repugnant to the context thereof, "Person" includes corporation, words importing the singular number include the plural and vice versa, and words importing any particular gender include all genders.

1.3 Any covenant or agreement on the part of two or more parties shall bind such parties jointly and each of them severally. Every obligation undertaken by any of the parties hereto shall, notwithstanding the working thereof, be deemed to be and be construed as a covenant by the party undertaking such obligation.

2. HIRE FEES, DELIVERY AND CHARGES

2.1 The Hirer agrees to hire the Equipment on the terms and conditions in this Agreement for the Hire Period.

2.2 If Tiger Buckets & Attachments so requests, the Hirer shall furnish to Tiger Buckets & Attachments a written statement:

(a) acknowledging receipt of the Equipment in good condition and repair; and

(b) accepting the Equipment as satisfactory in all respects for the purposes of this Agreement.

2.3 The Hirer will collect and take delivery of the Equipment from Tiger Buckets & Attachments at a place nominated by Tiger Buckets & Attachments.

2.4 Tiger Buckets & Attachments is not liable for delay in, or inability to obtain, delivery of the Equipment.

2.5 The Hire Fee Instalments shall be paid in the manner stated in the Schedule of this Agreement under the heading Hire Fee Instalments, Fees and Charges.

2.6 The remaining Hire Fee Instalments will be due on the first day of each subsequent Frequency Period (or such other time period as specified by Tiger Buckets & Attachments) with proportional adjustments to a Hire Fee Instalment for any broken period being a period of less than the Frequency Period. The Hirer will make all payments required under this Agreement to Tiger Buckets & Attachments at such address and in such manner as Tiger Buckets & Attachments may specify in writing.

2.7 If any Hire Fee Instalment or other amount payable to Tiger Buckets & Attachments is not paid on its due date, the Hirer will pay Tiger Buckets & Attachments:

(a) a service charge equal to 5% of each late payment (but not less than \$3.00 or more than \$100.00; and

(b) interest on each late payment at 2% per month (on the maximum amount allowable under applicable law) calculated daily from the due date of such late payment until the date paid.

2.8 In addition to the Hire Fee Instalments the Hirer shall pay the fees and charges without any deduction whatsoever referred to in the Schedule under the heading Hire Fee Instalments, Fees and Charges.

2.9 The Hirer is entitled to possess the Equipment during the Hire Period without any interruption or disturbance from Tiger Buckets & Attachments or any person lawfully claiming through Tiger Buckets & Attachments for as long as no Default is subsisting.

2.10 The Hirer shall pay to Tiger Buckets & Attachments in addition to the Hire Fee Instalments payable to Tiger Buckets & Attachments under this Agreement any GST levied or payable by Tiger Buckets & Attachments on the hire fees and monies payable to Tiger Buckets & Attachments with the intent that Tiger Buckets & Attachments shall receive the hire fees and other fees and charges referred to in this Agreement exclusive of any GST.

2.11 Hire fees shall not abate or be reduced in the event of breakdown of the Equipment until the Hirer as returned to Tiger Buckets & Attachments the Equipment.

2.12 In the event the Hirer does not return the Equipment by the expiration of the Hire Period the Hirer shall pay late fees at the same rate as the Hire Fee Instalments until the Equipment is returned in accordance with this Agreement.

3. INDEMNIFICATION

3.1 To the extent permissible by law, the Hirer is responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on the doctrine of strict liability or otherwise caused by or related to the use, possession, or delivery of the Equipment; or any defects in the Equipment.

3.2 The Hirer agrees to indemnify and reimburse Tiger Buckets & Attachments for and if Tiger Buckets & Attachments requests, to defend Tiger Buckets & Attachments against, any Claims not attributable to the negligence of Tiger Buckets & Attachments or breach of the terms of this Agreement (including legal costs on a solicitor client basis).

4. IMPLIED STATUTORY TERMS

4.1 To the extent permissible by law the operation of any implied statutory term or terms are hereby excluded.

4.2 Subject to any statutory provision to the contrary as in the case where the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, in the event Tiger Buckets & Attachments is in breach of this Agreement or is liable for loss or damage Tiger Buckets & Attachments shall not be liable for any consequential loss including economic loss and the liability of Tiger Buckets & Attachments shall be limited to as Tiger Buckets & Attachments may decide:

- (a) the supplying of such services again; or
- (b) the payment of the cost of having such services supplied again.

4.3 The Hirer hereby acknowledges that the provisions of the preceding sub-clause 4.2 are fair and reasonable.

5. NO WARRANTIES

5.1 Tiger Buckets & Attachments is hiring out the Equipment to the Hirer "as-is".

5.2 The Hirer acknowledges that the Hirer has selected the Equipment based upon the Hirer's own judgement.

5.3 The Hirer warrants that all information supplied by the Hirer in connection with the negotiations in relation to this Agreement are true in all respects.

5.4 The Hirer warrants that prior to entering into this Agreement the Hirer examined the Equipment and satisfied itself as to its compliance with the description in the Schedule and as to its condition and suitability for the purpose of the Hirer.

5.5 Unless abrogated by any implied statutory term to the contrary, if the Equipment does not operate as represented or as warranted by the Vendor, or ceases to operate for any time, or is unsatisfactory for any reason, the Hirer shall not make any claim or set-off against Tiger Buckets & Attachments.

5.6 Unless abrogated by any implied statutory term to the contrary the Hirer agrees that regardless of cause, Tiger Buckets & Attachments is not responsible for and the Hirer will not assert any claim against Tiger Buckets & Attachments for any damages, whether consequential, direct, special, or indirect.

6. EQUIPMENT LOCATION, USE AND REPAIR

6.1 The Hirer will keep and house the Equipment only at the Equipment Location where the Equipment is not being used in normal operations or for transport purposes.

6.2 The Hirer shall keep the Equipment in a safe and secure environment and where available to store the Equipment in locked yards, buildings or sheds when not in use or under locked and secure conditions if on a motor vehicle, truck or trailer.

6.3 The Equipment may be periodically maintained during normal business hours on Monday to Friday at the discretion of Tiger Buckets & Attachments excluding damage or repairs caused by misuse, abuse, recklessness or negligence of the Hirer or its employees, contractors, servants, officers and agents.

6.4 The Hirer will not make any alterations, additions or replacements to the Equipment without the prior written consent of Tiger Buckets & Attachments.

6.5 The Hirer shall only operate the machine for its intended purpose and in accordance with any manufacturer's instructions and recommendations or as per instructions or recommendations made by Tiger Buckets & Attachments;

6.6 The Hirer shall ensure at all times that only appropriately authorised, trained, skilled, qualified and where applicable, licensed people operate the Equipment.

6.7 The Hirer or its employees, agents or contractors must not remove or tamper with any ownership identification on the Equipment.

6.8 The Hirer will properly notify Tiger Buckets & Attachments in writing of any problem with any Equipment (including any loss of, damage to or accident involving any equipment).

6.9 The Hirer will provide Tiger Buckets & Attachments and its employees, agents or contractors with uninterrupted access to the Equipment so that Tiger Buckets & Attachments may supply any services required under this Agreement or enable inspection, the collection of, repairs, maintenance or alterations of the Equipment.

6.10 The Hirer shall not alter or attach anything to the Equipment without written consent from Tiger Buckets & Attachments.

6.11 The Hirer shall comply with all applicable standards, laws and regulations relating to the Equipment and its use.

6.12 The Hirer shall not use the Equipment for sub-hire, or any other speed test or contest, nor without the written consent of Tiger Buckets & Attachments use the Equipment to propel or tow any other vehicle nor convey any load which is incorrectly loaded or secured or in the excess of that for which the Equipment was constructed.

6.13 The Hirer shall not drive the Equipment on a public road unless the Equipment is a Vehicle and is hired out with appropriate registration and the driver is appropriately licenced.

6.14 The Hirer shall only use the Equipment for the purpose which it was intended.

6.15 The Hirer shall only use the Equipment except in the case of a Vehicle within a 100 kilometre radius from its principal place of business except where Tiger Buckets & Attachments otherwise provides a consent in writing and then only upon the terms of such consent.

6.16 You agree that if the Equipment is or includes a Vehicle that:

- (a) any driver of a Vehicle must hold a valid unrestricted licence to drive that class of vehicle;
- (b) at no time shall any driver of a Vehicle have a breath or blood alcohol concentration exceeding the maximum lawful concentration or be under the influence of any drug, toxin, or illegal substance;
- (c) the Vehicle shall only be operated with tyre pressure, fluid and fuel maintained to the proper levels;
- (d) the Vehicle shall not be operated in circumstances where recommended or legal load limits are being exceeded;
- (e) the Vehicle shall not be used to tow or propel a vehicle other than a trailer within recommended limits;
- (f) no illegal, prohibited or dangerous substances will be used or carried in the Vehicle;
- (g) the Vehicle shall not be used to travel outside the State or Territory where the Vehicle is hired without Our express prior written permission;
- (h) The Vehicle shall not be used for any illegal purpose; and
- (i) The Vehicle shall not, without our prior written permission be altered, tampered with, repaired or modified in any way nor shall any other person be permitted so to do.

6.17 You agree to comply with all occupational health and safety laws and regulations relating to the use of the Equipment and associated operations. Without limiting such obligation the Hirer shall be required to explain and instruct the Hirer's operator or operators on the use of the Equipment and safety procedures and requirements for such use. The Hirer indemnifies Tiger Buckets & Attachments for any claim or action for loss, death or injury for a breach of this sub-clause.

7. HOLDING OVER

7.1 Upon the lapse of the Hire Period of this Agreement where the Hire Period exceeds one day the Hirer shall hold the Equipment subject to the terms of this Agreement upon the same terms and conditions contained herein except that the hire agreement shall be on a daily basis which may be terminated by either party giving to the other party written notice (including electronic notice by SMS message, email, facsimile transmission or other form of electronic notice) of termination of this Agreement.

8. RETURN

8.1 Subject to Clause 7, at the end of this Agreement, or if the Hirer should default pursuant to Clause 12 or if this Agreement is terminated pursuant to Clause 13, the Hirer is required, at the Hirer's expense, to return all, but not less than all of the Equipment to any place in Australia directed by Tiger Buckets & Attachments (including all accompanying materials and documentation).

8.2 The Equipment must be returned to Tiger Buckets & Attachments in as good condition as when the Hirer received it, except for ordinary wear and tear.

8.3 The Hirer is to pay any and all costs and expenses associated with the delivery and return of the Equipment to Tiger Buckets & Attachments upon or after termination of this Agreement.

8.4 You must ensure the Equipment is returned to Tiger Buckets & Attachments:

- (a) clean of all foreign matter or agree to a reasonable cleaning fee being charged by Tiger Buckets & Attachments;
- (b) with the same quantity of fuel as was provided to the Hirer at the start of the Hire Period;
- (c) with other consumables in the same condition (including but not limited to ground engaging tools and wear parts) provided to the Hirer at the start of the Hire Period.

8.5 For the sake of clarity any consumables used by the Hirer are to be charged at a reasonable commercial rate by Tiger Buckets & Attachments.

9. TAXES, FINES & FEES

The Hirer will pay when due, either directly or to Tiger Buckets & Attachments upon its demand, all taxes, tolls, fines, parking infringement penalties, charges, stamp duty and transaction duties (including financial institutions duties) relating to this Agreement or the use and/or operation of the Equipment by the Hirer that are now or in the future assessed, claimed or levied or imposed on or against Tiger Buckets & Attachments.

10. LOSS OR DAMAGE

As between the Hirer and Tiger Buckets & Attachments, the Hirer is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until the Equipment is returned or delivered as directed by Tiger Buckets & Attachments at the end of this Agreement. The Hirer is required to pay all Hire Fee Instalments even if there is a loss. The Hirer must notify Tiger Buckets & Attachments in writing immediately of any Loss.

INSURANCE

10.1 The Hirer will, at the hirers expense, effect and keep current if the Hirer is an employer, a policy of workers compensation insurance for any employee who within their scope of employment shall operate the Equipment.

11. OWNERSHIP AND PERSONAL PROPERTY

11.1 The Hirer having no title or interest in the Equipment shall keep the Equipment free of all liens and encumbrances.

11.2 If the Equipment is installed, used or stored in any premises not owned by the Hirer or which is subject to a security interest given by the Hirer, the Hirer will, if Tiger Buckets & Attachments requests, obtain and provide to Tiger Buckets & Attachments an acknowledgment executed by each person who has any interest in those premises confirming that the Equipment is the property of Tiger Buckets & Attachments and may be removed by Tiger Buckets & Attachments without our incurring any liability.

12. DEFAULT

12.1 Each of the following is a "Default" under this Agreement:

(a) the Hirer fails to pay any Hire Fee Instalment or any other payment under this Agreement and such Hire Fee Instalment or payment is in arrears for a period exceeding seven (7) days where the Hire Period exceeds one calendar month otherwise:-

(i) seven days; or

(ii) the Frequency Period applicable,

which ever is the equal or lesser period.

(b) the Hirer breaches any of the essential terms under this Agreement or in any other agreement with Tiger Buckets & Attachments;

(c) the Hirer becomes insolvent, the Hirer dissolves or is dissolved, wound up or has a resolution to wind up passed or proposed or the Hirer goes into liquidation or has an administrator, a receiver or a receiver and manager or official manager appointed to the Hirer; or

(d) The Hirer attempts to charge or encumber the Equipment to a third party.

(e) Failure to comply with clause 6 of this agreement.

12.2 If a Default occurs, Tiger Buckets & Attachments may terminate this Agreement or any or all other agreements that Tiger Buckets & Attachments has entered into with the Hirer.

12.3 Without prejudice to Tiger Buckets & Attachments's rights hereunder, it is hereby expressly agreed that each of the Hirer's obligations to duly and punctually pay Hire Fee Instalments, to insure the Equipment in accordance with Clause 11 and to comply with Clause 6 are essential terms of this Agreement. A breach of any of these essential terms constitutes a repudiation of this Agreement by the Hirer entitling Tiger Buckets & Attachments to exercise it's rights under this Clause and under Clause 13.

13. TERMINATION

13.1 If this Agreement is terminated due to a Default, or upon the expiration of this Agreement, the Hirer must deliver the Equipment to Tiger Buckets & Attachments in accordance with Clause 8. If the Hirer does not so deliver the Equipment, Tiger Buckets & Attachments may take possession of the Equipment and for that purpose may enter upon any premises where the Equipment is for the time located. Upon the early termination of the Hire Period of this Agreement, the Hirer shall forthwith upon written demand by Tiger Buckets & Attachments pay Tiger Buckets & Attachments any unpaid Hire Fee Payments and other monies due under this Agreement.

13.2 This Agreement cannot be cancelled or terminated except as expressly provided herein.

13.3 In the event this Agreement is terminated by Tiger Buckets & Attachments by reason of a Default and the Equipment has not been returned in accordance with this Agreement then Tiger Buckets & Attachments may recover from the Hirer by liquidated damages monies equivalent to the Hire Fee under this Agreement plus GST until such Equipment is returned, replaced or monetary compensation equal to the replacement value of the Equipment is paid to Tiger Buckets & Attachments at the request of Tiger Buckets & Attachments.

13.4 The Hirer shall reimburse and indemnify Tiger Buckets & Attachments for any legal costs incurred on a solicitor client basis for any recovery actions for the recovery of the Equipment; or for damages for loss or damage to the Equipment and not caused by the negligence of Tiger Buckets & Attachments.

14. ASSIGNMENT

14.1 The Hirer may not assign, sell, transfer or sub-hire or sub-licence or lease or sub-lease the Equipment or the Hirer's interest in this Agreement without the consent of Tiger Buckets & Attachments.

14.2 Tiger Buckets & Attachments may, without notifying the Hirer, sell, assign, or transfer this agreement or the rights of Tiger Buckets & Attachments in the Equipment. The Hirer agrees that the new owner will have the same rights and benefits that Tiger Buckets & Attachments has now under this Agreement. The rights of the new owner will not be subject to any claim, defence or set-off that the Hirer may have against Tiger Buckets & Attachments.

15. PERSONAL PROPERTY SECURITIES ACT 2009 & RELATED REGULATIONS (PPS ACT)

15.1 In relation to any security interest constituted or contemplated in the Equipment by this Hire Agreement, and in relation to any proceeds arising from any dealing in the Equipment, the Hirer consents to Tiger Buckets & Attachments affecting and maintaining a registration on the register (in the manner Tiger Buckets & Attachments considers necessary) of that security interest. The Hirer also agrees to sign any documents and provide all cooperation to Tiger Buckets & Attachments required to facilitate that registration and maintenance. At the sole discretion of Tiger Buckets & Attachments it may register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest) at any time. The Hirer's right to receive notice of a verification statement regarding the registration of a security interest on the register in respect of the Equipment is hereby waived.

15.2 The Hirer agrees not to register a financing change statement in respect of a security interest contemplated or constituted by the hire agreement, or in favour of a third party, without prior written consent from Tiger Buckets & Attachments; and

15.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire Agreement and sections 115(1) or 115(7) of the PSS Act allows for contracting out, then the following provisions of the PPS Act will not apply and the Hirer shall have no rights under them:

(a) in respect of section 115(1), section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130; 132(3)(d); 132(4); 135; 142; and 143; and

(b) in respect of section 115(7): sections 127; 129(2); 129(3); 130(i); 132; 134(s); 135; 136(3); 136(4); 136(5); 137; and 275(7)(c).

15.4 The parties agree not to disclose information of the kind referred to in section 275(1) of the PPS Act.

15.5 For the sake of clarity, the Equipment is the collateral and the security agreement is this Hire Agreement (Rental Agreement) pursuant to the PPS Act.

15.6 Money received from the Hirer in connection with this hire Agreement may be applied by us towards your obligations under any security interest contemplated or constituted by the hire Agreement in any way Tiger Buckets & Attachments determines.

15.7 The Hirer agrees to notify Tiger Buckets & Attachments immediately in writing of any material change to the information contained in or associated with any credit application of the Hirer.

16. FORCE MAJEURE

16.1 Subject to clause 16.2, neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

16.2 Nothing in clause 16.1 will limit or exclude the responsibilities and liabilities of the Hirer under this Agreement for Equipment that is lost, stolen, or damaged during the Hire Period, or has broken down or become unsafe to use as a result of the conduct or negligence of the Hirer or breach of this hire agreement.

17. MISCELLANEOUS

17.1 The Hirer agrees that the terms and conditions contained in this Agreement make up the entire agreement between the Hirer and Tiger Buckets & Attachments regarding the hiring of the Equipment.

17.2 Any change in any of the terms and conditions of this Agreement must be in writing and signed by Tiger Buckets & Attachments. The Hirer agrees, however, that Tiger Buckets & Attachments is authorised, without notice to the Hirer, to supply missing information or correct obvious errors in this Agreement.

17.3 If Tiger Buckets & Attachments delays or fails to enforce any of its rights under this Agreement, Tiger Buckets & Attachments will still be entitled to enforce those rights at a later time.

17.4 This Agreement is governed by the laws of the State of New South Wales and each party submits to the exclusive jurisdiction of the Court in the State of New South Wales for any matter or dispute associated with

this Agreement.

17.5 All notices shall be given in writing by the party sending the notice and shall be effective when despatched by post, courier, SMS messages, email, fax or other electronic means, addressed to the party receiving the notice at its last known address including email or electronic address or telephone number.

17.6 All of the rights and indemnities benefiting Tiger Buckets & Attachments will survive the termination of this Agreement.

17.7 If the Hirer does not perform any of the Hirer's obligations under this Agreement, Tiger Buckets & Attachments has the right, but not the obligation, to take any action or pay any amounts that Tiger Buckets & Attachments believes are necessary to protect its interests. The Hirer agrees to reimburse Tiger Buckets & Attachments immediately upon a demand for any such amounts that Tiger Buckets & Attachments pay.

17.8 The Hirer agrees that each reference to the "Equipment" in this Agreement includes a reference to all manuals, maintenance records or other technical records relating to the Equipment either delivered to the Hirer at the commencement of this Agreement or created by the Hirer during the term of this Agreement.

17.9 By signing this Agreement:

(a) the Hirer acknowledges that the Hirer has read and understand the terms and conditions of this Agreement;

(b) the Hirer agrees that this Agreement is a hire agreement that the Hirer cannot terminate or cancel except in accordance with the terms of this agreement and at law; the Hirer has an unconditional obligation to make all payments due under this Agreement; the Hirer cannot set-off or reduce such payments for any reason, and the Hirer will use the Equipment only for business purposes;

(c) the Hirer warrants that the person signing this Agreement for the Hirer has the authority to do so; and

(d) the Hirer agrees that this Agreement will be governed by the laws of New South Wales and the Hirer consents to the jurisdiction of any court located within that state.

17.10 Tiger Buckets & Attachments may upon the Hirer's request agree to vary this Agreement to allow for:

(a) additional Equipment to be hired out to the Hirer;

(b) some Equipment to be returned to Tiger Buckets & Attachments;

(c) an exchange or upgrade of Equipment ;or

(d) a variation in the Hirer's Hire Fee Payment obligations for any of the above reasons or for any other reason Tiger Buckets & Attachments accepts.

17.11 To request a variation the Hirer must provide a Variation Notice completed and signed by the Hirer. Tiger Buckets & Attachments is under no obligation to agree to vary the Agreement.

17.12 The Hirer acknowledges that Tiger Buckets & Attachments will not be required to provide reasons if Tiger Buckets & Attachments does not agree to vary the Agreement. Tiger Buckets & Attachments will not be bound by the Variation Notice until Tiger Buckets & Attachments signs it.

17.13 If Tiger Buckets & Attachments agrees to a variation of this Agreement the Hirer agrees that in all other respects the terms and conditions of this Hire Agreement will remain valid and unchanged. The Hirer must continue to meet all the Hirer's obligations under this Agreement.

17.14 The Hirer authorises Tiger Buckets & Attachments use the Hirer's name and to act on the Hirer's behalf in exercising any rights or instituting or carrying on or enforcing any legal proceedings which Tiger Buckets & Attachments thinks desirable to protect its rights in the Equipment.

17.15 Tiger Buckets & Attachments reserves unto itself the right to place signage or advertising on the Equipment provided such signage or advertising does not substantially and detrimentally affect the use or operation of the Equipment by the Hirer.

17.16 The Hirer authorises Tiger Buckets & Attachments to obtain credit information about the Hirer to the extent permitted by any privacy legislation for the purposes of assessing the Hirer's ability to meet obligations under this Agreement and to assist Tiger Buckets & Attachments in the collection of any overdue payment and to otherwise provide any credit agency with information obtained by Tiger Buckets & Attachments associated

with this agreement or the performance thereof.

17.17 The Hirer must notify Tiger Buckets & Attachments immediately of:-

- (a) Any recovery or enforcement step is taken by a sheriff, administrator, receiver, liquidator or trustee in bankruptcy against the Hirer in respect to indebtedness of the Hirer to any third party; or
- (b) Any step is taken to appoint a receiver, a receiver or manager, a trustee in bankruptcy, a liquidator, provisional liquidator, and administrator or other like person or the whole or any part of the Hirer's assets or business.

18. GOODS AND SERVICES TAX - GENERAL

In addition to the obligation of the Hirer to pay to Tiger Buckets & Attachments any GST on the hire fees pursuant to this Agreement the Hirer shall also be liable to pay and shall pay to Tiger Buckets & Attachments upon demand any other GST which is levied, paid or payable by Tiger Buckets & Attachments on any form of taxable supply under the terms of this Agreement imposed or levied by reason of the GST legislation.

19. SECURITY DEPOSIT

In the event the Schedule of this Agreement provides for the payment of security deposit or stipulates a security deposit amount:

- (a) the Hirer must in addition to the Hire Fee Instalment pay the security deposit amount referred to in the Schedule;
- (b) Tiger Buckets & Attachments is authorised to debit any credit card referred to in the Schedule for the security deposit and for top ups required for such security deposit;
- (c) if the Hirer defaults under this Agreement Tiger Buckets & Attachments may call up so much of the cash deposit as is necessary to remedy the default and to indemnify Tiger Buckets & Attachments for all loss it sustains as a consequence of the default;
- (d) if part of the deposit is called up the Hirer must within seven days of receipt of notice from Tiger Buckets & Attachments specifying in reasonable detail the amount received, lodge further money with Tiger Buckets & Attachments to make up the security deposit to the original amount;
- (e) The application of the security deposit to monies owing under this Agreement shall not constitute any waiver by Tiger Buckets & Attachments of any breach of this Agreement by the Hirer.

20. CLAIM FOR PAYMENT

In the event the Hirer is not using the Equipment for the Hirer's own personal and domestic use and consumption and is using the Equipment in the course of trade and commerce involving services or supplies associated with construction or building then this Hire Agreement and any associated tax invoice is a claim for payment under the Building and Construction Industry Payments Act 2004 (QLD), the Building and Construction Industry Security of Payment Act 1999 (NSW), the Construction Contracts (Security of Payments) Act 2009 (NT), the Building and Construction Industry Security of Payment Act 2002 (VIC), the Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry (Security of Payment) Act 2009 (ACT), and/or the Building and Construction Industry Security of Payment Act 2009 (TAS). Tiger Buckets & Attachments accordingly could at its option serve any form of claim or notice under any of the aforementioned statutes in this clause 20 for monies owing under this Agreement.