

Scissor Lift Hire Agreement

Terms of short-term hire for 5.8 m (19 ft) electric scissor lifts

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This Agreement applies to every short-term hire of a scissor lift from SG Equipment Hire and Sales. It is made up of these Terms and the Hire Schedule you sign for each hire. Please read it before you book. By signing the Hire Schedule, or by taking delivery of a Machine, you agree to this Agreement. You are hiring the Machine, not buying it. Long-term hires are made under a separate agreement. This copy is for your information: when you book, we will ask you to sign a Hire Schedule for your hire.

Key terms at a glance

- **Hire runs until you off-hire.** It starts at delivery and ends when you off-hire and the Machine is ready for collection. [Clause 4](#)
- **Rates exclude GST.** Delivery and collection are charged separately, each way. [Clause 5](#)
- **Prepay in cleared funds.** Bookings are confirmed only once cleared funds reach us, and extensions are prepaid too. [Clause 6](#)
- **Check bank details with us.** We never change them by email. If in doubt, call 1800 726 244 before you pay. [Clause 6.5](#)
- **We deliver and collect.** No yard pickup or trailers, and the Machine stays at your Site. [Clause 8](#)
- **Trained, competent operators only.** No licence is needed, but many sites ask for a Yellow Card or VOC. [Clause 10](#)
- **Firm, level surfaces only.** Follow the capacity decal for load, people, wind and indoor-only limits. [Clauses 9 and 10](#)
- **Charge it every night** from a standard 240V 10A outlet, and never run the batteries flat. [Clause 11](#)
- **Fault? Stop, tag it out and call us.** No Hire Charges while it is out of action, unless you caused it. [Clause 12](#)
- **You are responsible for the Machine** until we collect it. The optional Damage Waiver limits this to an excess. [Clauses 13 and 14](#)
- **Your Australian Consumer Law rights** are not affected by this Agreement. [Clause 17](#)

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1 About this Agreement

- 1.1 Who we are.** In this Agreement, "we", "us", "our" and "SG" mean SG Equipment Hire and Sales Pty Ltd (ACN 699 747 469, ABN 65 699 747 469). "You" and "your" mean the hirer named in the Hire Schedule.
- 1.2 What this Agreement covers.** This Agreement applies to every short-term hire of a scissor lift from us: same-day, daily, weekly and monthly hires, and the monthly unlimited package. It covers the Machine described in the Hire Schedule, any replacement machine we supply during the hire, and anything supplied with it, such as keys, the operator's manual and leads. Long-term hires, such as 12-month contracts, are made under our separate Long-Term Hire Agreement, and this Agreement does not apply to them.
- 1.3 What makes up the Agreement.** This Agreement is made up of the Hire Schedule and these Terms. If they are inconsistent, the following order applies, highest first:
- (a) special conditions we have agreed with you in writing;
 - (b) the Hire Schedule; and
 - (c) these Terms.
- 1.4 How you accept.** You accept this Agreement when you sign the Hire Schedule, including electronically, or when you take delivery of the Machine, whichever happens first.
- 1.5 Later hires.** If you hire from us again, this Agreement applies to the new hire, and our booking confirmation or a new Hire Schedule sets out its details. If we have updated these Terms since your last hire, we will send you the current version with your booking confirmation, and the current version applies to the new hire.
- 1.6 Your terms do not apply.** Your purchase order, standard terms or any terms printed on your documents do not form part of this Agreement, even if we accept your purchase order. We treat a purchase order as a reference for invoicing only.
- 1.7 Your consumer law rights.** Nothing in this Agreement excludes, restricts or modifies any right or remedy you have, or any guarantee, warranty or obligation we have, under the ACL or any other law that cannot lawfully be excluded, restricted or modified. Every clause in this Agreement is to be read subject to this clause.

2 Definitions

- 2.1** In this Agreement:

ACL	the Australian Consumer Law, in Schedule 2 to the Competition and Consumer Act 2010 (Cth).
Booked Period	the hire period you book and pay for, from the hire start date to the hire end date shown in the Hire Schedule.
Business Day	a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.
Damage Waiver	the optional damage waiver described in clause 14.
Excess	the amount you pay for each event covered by the Damage Waiver, set out in clause 14.3.
Hire Charges	the charges for hiring the Machine, worked out under clause 5. They do not include transport, fees or GST.
Hire Period	the period from delivery of the Machine to the Site until your Off-hire Notice takes effect under clause 4.4.
Hire Schedule	the Hire Schedule completed and signed for your hire, or our booking confirmation for a later hire.
Machine	the scissor lift described in the Hire Schedule, any replacement for it, and anything supplied with it.
Off-hire Notice	your notice to us that you have finished with the Machine, given under clause 4.4.
Office Hours	9:30am to 5:00pm, seven days a week.

Operator	any person who operates the Machine, from the platform or the ground controls.
PPSA	the Personal Property Securities Act 2009 (Cth).
Site	the address shown in the Hire Schedule where the Machine is delivered and used.
Yard	our yard in Midland, Western Australia, from which transport distances are measured.

3 Bookings and the Machine

- 3.1 Quotes and bookings.** Unless our quote says otherwise, it is valid for 14 days. A booking is not confirmed, and no Machine is held for it, until your payment under clause 6.1 has reached our account as cleared funds and we have confirmed the booking to you, unless we have agreed in writing to accept cash on delivery (clause 6.4).
- 3.2 The Machine.** Our hire fleet is made up of battery-electric slab scissor lifts in the 5.8 metre (19 ft) platform height class. Unless we have agreed to supply a particular make and model, we may supply any machine in that class. The make, model and serial number of the Machine are recorded in the Hire Schedule or on our delivery record.
- 3.3 Dimensions and access.** Dimensions, weights and heights vary between models in this class. If access is tight, you must tell us the tightest point on the route when you book, such as a doorway, a building lift, a ramp or low headroom. We will confirm the figures for the machine we allocate before it leaves our Yard. Figures on our website, in brochures and in quotes are approximate until we confirm them.
- 3.4 Information you give us.** Our quotes and bookings rely on the information you give us about the Site, access, ground and floor conditions, the work and the dates. You must make sure it is accurate and complete. If it is not, we may change the price or the delivery arrangements, or decline to deliver, and you must pay any extra costs this causes.
- 3.5 Identity checks.** Before we confirm a booking or deliver a Machine, we may ask for photo identification of the person booking or signing, and verify the details you give us. We may decline a booking if we cannot verify them.
- 3.6 Condition on delivery.** We will deliver the Machine clean, charged and in safe working order, having inspected it before it leaves our Yard, with its operator's manual and its safety and capacity decals in place.

4 Hire Period and off-hire

- 4.1 When the hire starts.** The Hire Period starts when we unload the Machine at the Site, whether or not anyone is there to receive it.
- 4.2 When the hire ends.** The Hire Period ends, and Hire Charges stop, when your Off-hire Notice takes effect under clause 4.4, even if we collect the Machine later.
- 4.3 The Booked Period.** The Booked Period is your expected hire. It sets the minimum Hire Charges for the hire (see clause 7.3), but it does not end the hire. If you have not off-hired the Machine by the end of the Booked Period, the hire continues and the extra time is charged under clause 5.3.
- 4.4 How to off-hire.** To off-hire the Machine, call us on 1800 726 244 or email info@sgequipmenthire.com.au. Your Off-hire Notice takes effect when we receive your call, voicemail or email, as long as the Machine is ready for collection under clause 4.5 at that time. If it is not, your Off-hire Notice takes effect when the Machine becomes ready. We will give you an off-hire reference number. Please keep it.
- 4.5 Ready for collection.** The Machine is ready for collection when:
- it is at the collection point we agreed with you, or where we delivered it, on firm, level ground that our vehicle can safely reach;
 - the platform is fully lowered, the Machine is switched off and the keys are left as agreed with us;
 - it is clear of your tools, materials and rubbish; and
 - we can get to it at the collection time we arrange with you, without locked gates, closed buildings or site rules stopping us.
- 4.6 Your responsibility until collection.** You remain responsible for the Machine under clause 13 until we collect it, even after your Off-hire Notice takes effect. But if we have not collected it within 48 hours after your Off-hire Notice took effect, for a reason within our control, you are not responsible for its loss or theft after that time, unless you, your Operators, workers or contractors caused it.

- 4.7 Extending the hire.** If you need the Machine for longer than the Booked Period, tell us as early as possible, and before the Booked Period ends. We are not obliged to extend a hire, but we will try to accommodate you. An extension is confirmed only when we agree to it and you have paid for it in cleared funds before the Booked Period ends (clause 6.3). If we cannot extend, you must make the Machine ready for collection at the end of the Booked Period.

5 Hire Charges and fees

- 5.1 Hire rates.** Our hire rates for one Machine are set out below, unless stated otherwise. All rates, transport charges and fees in this Agreement are in Australian dollars and exclude GST, which is added at the applicable rate. Your Booked Period is made up of the hire periods you book, for example 3 days is three daily periods and 2 weeks is two weekly periods. Long-term hire rates are set out in our separate Long-Term Hire Agreement (clause 1.2).

Hire period	Rate
Same-day: delivered and off-hired on the same calendar day	\$90 + GST
Daily: 24 hours	\$110 + GST per day
Weekly: 7 days	\$350 + GST per week
Monthly: 30 days	\$1,200 + GST per month
Monthly unlimited package: up to two Machines, unlimited hire days, delivery and collection within 60 km included (clause 15.2)	\$2,000 + GST per month

- 5.2 How hire time is charged.** Hire Charges are worked out on the Hire Period, at the rate for your Booked Period:
- Same-day hire:** the Machine is delivered and off-hired on the same calendar day. If it is not off-hired that day, each extra day is charged under clause 5.3.
 - Daily hire:** each 24 hours from delivery.
 - Weekly hire:** each 7 days from delivery.
 - Monthly hire:** each 30 days from delivery.

- 5.3 Extra days.** Each extra day after the Booked Period ends, whether under an agreed extension or because the Machine was not off-hired on time, is charged at the daily cost of your Booked Period: the amount you paid for the Booked Period divided by the number of days it covers. This rate is never less than \$50 + GST per day, and an extra day means each 24 hours, or part of 24 hours, after the Booked Period ends. At the rates in clause 5.1, for example:

- a 1-day or 2-day hire is extended at \$110 + GST per extra day;
- a weekly or monthly hire is extended at \$50 + GST per extra day; and
- a same-day hire is extended at \$90 + GST per extra day, so a same-day hire collected the next day costs \$90 + GST twice.

This clause does not apply to the monthly unlimited package, which is covered by clause 15.

- 5.4 Transport.** Every hire is delivered and collected by us (clause 8.1). Delivery and collection are charged separately, each way, based on the road distance from our Yard to the Site:

Distance from our Yard	Each way
Up to 15 km	\$25 + GST
More than 15 km, up to 30 km	\$50 + GST
More than 30 km, up to 60 km	\$70 + GST
More than 60 km	Quoted before you book
Delivery or collection outside Office Hours	After-hours fee added, quoted before you book

- 5.5 Other fees.** The following fees apply where relevant:

Fee	Amount
Extra days after the Booked Period (clause 5.3)	The daily cost of your Booked Period, never less than \$50 + GST per day
Waiting time at delivery or collection, for any delay we did not cause	First 30 minutes free, then \$80 + GST per hour, in 15-minute blocks
Failed delivery or collection (clause 8.6)	The delivery or collection charge for that trip, each time
Cleaning, if the Machine is returned dirty or with paint, plaster, render, concrete, adhesive or similar on it (clause 13.6)	\$80 + GST per hour, plus materials
Call-out for a fault you caused, for flat batteries, or where we find no fault (clause 12.5)	One delivery charge for your zone, plus \$80 + GST per hour on Site
Repairs to damage you are responsible for (clause 13.2)	Parts at our cost, plus \$80 + GST per hour, plus transport if the Machine must return to our Yard
Lost or damaged keys, manuals, decals or leads	Replacement cost, plus \$80 + GST per hour to fit
Damage Waiver, if you accept it (clause 14)	15% of the Hire Charges, plus GST
Excess under the Damage Waiver, for each event (clause 14.3)	\$1,000 + GST for damage, or \$2,500 + GST for loss or theft

6 Payment

- 6.1 Payment in advance, in cleared funds.** You must prepay for the time you expect to need the Machine (the Booked Period), together with the delivery and collection charges and any Damage Waiver fee, in full and in cleared funds before we deliver the Machine. Your booking is not confirmed until the payment shows in our account as cleared funds.
- 6.2 Monthly hires and packages.** For monthly hires and the monthly unlimited package, the Hire Charges for each month are payable in advance, before that month starts.
- 6.3 Extensions and later charges.** An extension must be paid in full, in cleared funds, before the Booked Period ends. Extra days charged because the Machine was not off-hired on time, fees, Excess amounts, and charges for loss and damage are payable within 7 days after the date of our invoice.
- 6.4 How to pay.** We accept payment by electronic funds transfer (EFT) to the bank account shown on our invoice. We accept cash on delivery only if we have agreed to it in writing before delivery. You must then pay the full amount to our driver before the Machine is unloaded, and our driver will give you a receipt. We do not accept cheques or card payments.
- 6.5 Protecting you from payment scams.** We never put our bank details in the body of an email, and we never change our bank details by email, text message or phone call. If you receive bank details that differ from those on our earlier invoices, or you are unsure in any way, do not pay: call us on 1800 726 244 to confirm. A payment made to any other account, without first confirming the details with us in this way, is not a payment to us, and the amount remains owing.
- 6.6 No deductions.** You must pay in full, without set-off, counterclaim or deduction, except where the law gives you a right to do so.
- 6.7 Disputed invoices.** If you dispute any part of an invoice, you must tell us in writing within 7 days after the invoice date, with reasons, and pay the undisputed part by the due date.
- 6.8 Interest on late payments.** If any amount is not paid by its due date, we may charge simple interest on the overdue amount at 10% per year, calculated daily from the due date until we receive payment. Interest is not compounded: we never charge interest on interest.
- 6.9 Recovery costs.** You must also pay the reasonable costs we incur in recovering overdue amounts, including debt collection agency fees and legal costs.

- 6.10 Overdue amounts.** While any amount you owe us is overdue, we may decline new bookings and, after giving you notice under clause 19, recover any Machine on hire to you.

7 Cancellations and changes

- 7.1 Before we dispatch.** You may cancel or reschedule a booking at no cost if you tell us before the Machine leaves our Yard for delivery. If you cancel, we will refund everything you have paid for that booking.
- 7.2 After we dispatch.** If you cancel or reschedule after the Machine has left our Yard, we will refund the Hire Charges and any Damage Waiver fee you have paid for that booking, but we may charge the delivery charge for the wasted trip.
- 7.3 Early off-hire.** If you off-hire the Machine before the end of the Booked Period, the Hire Charges for the Booked Period still apply and are not refunded, except where you off-hire early because of a fault you did not cause (clause 12.4) or because of our breach, or where the law requires a refund.
- 7.4 Changes you ask for.** If you ask us to change the Machine, the Site, the dates or the delivery arrangements, we may charge for any extra costs the change causes. We will tell you the cost before we make the change.
- 7.5 If we cannot supply.** If we cannot supply a Machine for your booking because none is available or because of an event outside our reasonable control, we may cancel the booking by notice, and we will refund everything you have paid for it.

8 Delivery and collection

- 8.1 We deliver and collect.** We deliver and collect every Machine on our own transport, by appointment. We do not offer pickup from our Yard, we do not hire out trailers, and Machines are not supplied with a trailer.
- 8.2 The Machine stays at the Site.** You may drive the Machine around the Site under its own power, in line with clause 10. You must not load it onto any vehicle or trailer, transport it or move it to another address, or allow anyone other than us to do any of those things, without our written agreement.
- 8.3 Delivery and collection times.** We will agree a delivery and collection time or window with you. These times are estimates. We will try to meet them, but we are not liable for delays caused by traffic, weather, Site access or other events outside our reasonable control. If we cannot make an agreed time, we will tell you as soon as we can. Hire Charges start only when the Machine is delivered.
- 8.4 Access for our vehicle.** For each delivery and collection, you must make sure that:
- (a) the access route and unloading area are firm, level and able to carry our loaded vehicle, with enough width, turning room and overhead clearance;
 - (b) the unloading area is clear of materials, vehicles and people, and any permission needed to unload on a road, footpath or verge, or to enter the Site, is in place;
 - (c) gates, loading docks and buildings are open at the agreed time, and any building management or security arrangements are made; and
 - (d) unless we have agreed to an unattended delivery or collection, a person aged 18 or over is there to show our driver where to place the Machine and to sign our delivery or collection record.
- 8.5 Site entry requirements.** If the Site has entry requirements, such as inductions, permits, escorts or PPE, you must tell us when you book and arrange anything we need. Time spent on Site procedures is charged as waiting time under clause 5.5.
- 8.6 Failed deliveries and collections.** If we cannot complete a delivery or collection because the Site is inaccessible, not ready or unsafe, because no one is there when someone needs to be, or because the Machine is not ready for collection, we may charge the delivery or collection charge for that trip, and each further attempt is charged again. Our driver will not unload or load the Machine where they consider it unsafe.
- 8.7 Unattended delivery or collection.** If you ask us to deliver or collect when no one is there, delivery is complete when we leave the Machine at the place you nominate, and you are responsible for it from then. The records and photos our driver makes are evidence of the time, place and condition of the Machine.
- 8.8 Check the Machine on delivery.** You must check the Machine before it is first used, and tell us within 24 hours after delivery about any damage or fault not shown on our delivery record. If you do not, the delivery record is evidence that the Machine was delivered in the condition it shows.
- 8.9 Damage to the access route.** Our vehicles enter the Site at your request. We are not liable for damage to driveways, kerbs, footpaths, paving, lawns, reticulation, underground services or other property on the access route or

unloading area, unless it is caused by our negligence. If our vehicle becomes bogged or stuck because of Site conditions, you must pay the reasonable cost of recovering it.

9 Your Site

- 9.1 Firm, level surfaces only.** The Machine is a slab scissor lift. It must only be used on firm, level surfaces, such as concrete slabs, warehouse floors, sealed yards and compacted hardstand. It is not suitable for soft ground, sand, loose fill, grass, mud or sloping ground.
- 9.2 Floor loading.** You are responsible for making sure every surface the Machine is used on or driven over can safely carry its weight and wheel loads, including suspended slabs, mezzanines, ramps, access floors, pit and trench covers, grates and drains. Ask us for the weight of the machine we allocate.
- 9.3 Building lifts, doorways and routes.** If the Machine needs to move through a building, including in a building lift, you are responsible for checking the route, door widths and headroom, and the lift's rated capacity and car size, and for getting the permission of the building owner or manager. Our driver may decline to move the Machine along a route they consider unsafe.
- 9.4 Hazards.** Before delivery, you must tell us in writing about any hazards on the access route or at the Site, including overhead power lines, low clearances, holes, penetrations, edges and drop-offs, and restricted or hazardous areas. You must manage those hazards while the Machine is on hire.
- 9.5 Security.** You must keep the Machine secure at the Site. When it is not in use, lower the platform, switch the Machine off, remove the key and keep it secure, and where practical keep the Machine in a locked building or secured area.
- 9.6 Protecting the Machine.** Where practical, store the Machine under cover. You must protect it from water and flooding, and from paint, plaster, render, concrete, adhesives, sealants, chemicals, welding spatter and grinding sparks, for example by covering the platform, controls and guardrails while that work is done.
- 9.7 Permits and fines.** You are responsible for any approval or permit needed to use the Machine at the Site, including permits to use a road, footpath or verge, and for any fines or charges arising from its use or placement during the Hire Period.

10 Operators and safe use

- 10.1 Trained and competent Operators.** A high risk work licence is not required to operate a scissor lift, but you must make sure the Machine is only operated by people who:
 - (a) you have authorised to operate it;
 - (b) are trained and competent to operate a scissor lift of this type, and have read the operator's manual and know the Machine's controls, emergency stop and emergency lowering;
 - (c) hold any evidence of training the Site requires, such as an EWPA Yellow Card or a verification of competency; and
 - (d) are not affected by alcohol, drugs, fatigue or anything else that could affect their ability to operate it safely.
- 10.2 Familiarisation.** If your Operator is at the Site at delivery, our driver can, on request, show them the Machine's controls, emergency stop and emergency lowering. This familiarisation is not operator training.
- 10.3 Daily checks.** Before each shift, the Operator must carry out the pre-start inspection and function tests in the operator's manual, including the guardrails, entry gate, controls, emergency stop, tilt alarm, pothole protection, tyres and decals. If anything is not working properly, do not use the Machine: tag it out of service and call us.
- 10.4 Rated load, people and wind.** The capacity decal on the Machine shows its rated load, the maximum number of people, whether it may be used outdoors and its maximum wind speed. Those limits apply at all times. In particular:
 - (a) never exceed the rated load or the number of people shown. The rated load includes people, tools and materials, and is usually lower on the extension deck;
 - (b) if the decal says the Machine is for indoor use only, do not use it outdoors; and
 - (c) outdoors, never raise the platform with more people than the outdoor rating allows, or in wind above the maximum wind speed shown. If in doubt, do not raise the platform outdoors.
- 10.5 Things no one may do.** You must make sure that no one:
 - (a) uses the Machine on a slope or on uneven or soft ground, or drives it with the platform raised except on a firm, level surface as the operator's manual allows;
 - (b) uses planks, ladders, steps, boxes or anything else on the platform to gain height, or stands, sits or climbs on the guardrails;

- (c) gets on or off the platform while it is raised;
- (d) ties, hangs or attaches anything to the guardrails, such as signs, sheeting or materials, or carries loads that overhang the platform;
- (e) uses the Machine as a crane, hoist, jack or prop, or to push, pull or tow anything;
- (f) disables, bypasses or interferes with any safety device, control, interlock or alarm, or removes or covers any decal;
- (g) uses the Machine as a welding earth, or for abrasive blasting;
- (h) uses the Machine in a hazardous area or flammable atmosphere, or where asbestos or other hazardous substances are present, without our prior written consent;
- (i) drives the Machine on a public road; or
- (j) alters, modifies, repairs or attaches anything to the Machine.

10.6 Crush hazards and power lines. You must plan the work to manage crush hazards from overhead structures, such as beams, ducts, sprinklers and roof sheeting. You must keep the Machine, and everyone and everything on it, outside the minimum safe distances from overhead power lines required by Western Australian law and the network operator.

10.7 Harnesses and PPE. You must give your Operators the personal protective equipment the work and the Site require. If the manufacturer, your risk assessment or the Site requires a harness, the Operator must attach their lanyard only to an anchor point the manufacturer has designated for that purpose.

10.8 Your WHS duties. You are responsible for the work done with the Machine and for the Site, including risk assessments, safe work method statements, supervision, exclusion zones, and emergency and rescue procedures. Nothing in this Agreement transfers any duty that you or we have under work health and safety laws.

11 Batteries and charging

11.1 Charge every day. You must charge the Machine at the end of every day it is used, and whenever the low battery warning shows. Do not keep using the Machine once the batteries are low.

11.2 Power supply. The Machine's on-board charger plugs into a standard 240V 10A power outlet, which you must provide. Use an extension lead that is heavy duty and in good condition, fully unwound, protected from damage and water, and tested and tagged where the Site requires it.

11.3 Safe charging. Charge the Machine only in a well-ventilated area, away from sparks, naked flames and smoking. Some batteries give off flammable gas while charging.

11.4 Do not open the batteries. You must not open the battery compartment, add water or anything else to the batteries, disconnect or replace them, or interfere with the charger. If there is a battery or charging problem, stop and call us.

11.5 Battery damage. Running the batteries flat, leaving them flat or not charging them as this clause requires can permanently damage them. You must pay the reasonable cost of repairing or replacing batteries or a charger damaged in this way, and the call-out fee under clause 5.5 if we have to attend because the batteries are flat.

12 Faults, breakdowns and incidents

12.1 If something goes wrong. If the Machine becomes faulty, unsafe or damaged, you must:

- (a) stop using it, and lower the platform if it is safe to do so;
- (b) switch it off, remove the key and tag it out of service so no one else uses it; and
- (c) call us on 1800 726 244 as soon as possible.

12.2 No repairs by you. You must not repair or adjust the Machine, or allow anyone other than us or a technician we authorise to do so.

12.3 Our commitment if the Machine is faulty. If the Machine develops a fault during the Hire Period that you did not cause, we will, at our cost, attend and repair it or replace it with an equivalent machine, as soon as reasonably practicable. To claim, follow clause 12.1. This commitment is given by SG Equipment Hire and Sales Pty Ltd, 28 Great Northern Highway, Midland WA 6056, phone 1800 726 244, email info@sgequipmenthire.com.au, and applies for the Hire Period. We pay the costs of attending, repairing and replacing. You pay only your own costs of telling us about the fault. The statement in clause 17.1 applies to this commitment.

12.4 No Hire Charges while it is out of action. You do not pay Hire Charges for any time the Machine cannot be used because of a fault you did not cause, from when you tell us until it is repaired or replaced. If we cannot repair or

replace it within a reasonable time, you may off-hire it, and we will refund the Hire Charges you have paid for the rest of the Booked Period.

12.5 Faults you cause. If a fault was caused by misuse, damage, flat batteries or a breach of this Agreement, or if we attend and find no fault, the call-out fee under clause 5.5 applies, Hire Charges continue, and clause 13 applies to any repairs.

12.6 Incidents. If the Machine is involved in an incident in which anyone is injured, or which involves a tip-over, collapse, entrapment, contact with a power line or any other dangerous incident, you must:

- (a) make the area safe and arrange first aid or emergency help;
- (b) tell us immediately, and in any case within 24 hours;
- (c) notify WorkSafe WA and any other authority as the law requires, and preserve the incident site as the law requires; and
- (d) not use the Machine again until we have inspected it and confirmed it is safe.

You must also give us reasonable information about the incident, including photos and copies of reports, unless the law prevents you.

12.7 Theft. If the Machine is stolen, you must report the theft to the police within 24 hours after discovering it, and give us the police report number.

13 Loss, theft and damage

13.1 You are responsible during the hire. From delivery until we collect the Machine, and subject to clause 4.6, you are responsible for its loss, theft and damage, except for:

- (a) fair wear and tear;
- (b) loss or damage caused by us, our transport or our negligence; and
- (c) a fault in the Machine that you did not cause.

13.2 Damage. If the Machine is damaged, you must pay the reasonable cost of repairing it, charged as set out in clause 5.5.

13.3 Loss or theft. If the Machine is lost, stolen, destroyed or not economical to repair, you must pay its market value at that time, being the cost of an equivalent machine of similar age and condition. You must also pay our reasonable recovery and transport costs, less any amount we recover from anyone else for the loss.

13.4 Hire Charges after a loss. If the Machine is lost or stolen, Hire Charges stop on the day you tell us and, for a theft, give us the police report number.

13.5 If the Machine is recovered. If the Machine is recovered after you have paid for it under clause 13.3, we will refund what you paid, less the reasonable cost of repairing it, our recovery costs and any other amounts you owe us.

13.6 Return condition and cleaning. You must return the Machine in the condition it was delivered in, apart from fair wear and tear, and reasonably clean. If it needs cleaning, the cleaning fee under clause 5.5 applies.

13.7 Insurance. We recommend that you hold public liability insurance and insurance for hired plant. Our insurance does not cover you.

14 Damage Waiver

14.1 What it is. The Damage Waiver is optional. If you accept it in the Hire Schedule and pay the waiver fee, we agree that, for each event of loss, theft or damage to the Machine during the Hire Period, you pay us no more than the Excess, except as set out in clause 14.4. The Damage Waiver is not insurance.

14.2 Waiver fee. The waiver fee is 15% of the Hire Charges, plus GST. It is payable with the Hire Charges, including Hire Charges for extra time.

14.3 Excess. The Excess for each event is \$1,000 + GST for damage, and \$2,500 + GST for loss or theft. If the cost of repairing damage is less than the Excess, you pay only that cost.

14.4 What it does not cover. The Damage Waiver does not apply, and you must pay the full amount under clause 13, where the loss, theft or damage:

- (a) was caused deliberately or recklessly, or while the Operator was affected by alcohol or drugs;
- (b) happened while the Machine was being used in breach of clause 9 or 10 (including overloading, use on unsuitable ground, use outdoors beyond its rating, or contact with power lines), or by someone who was not an Operator who met clause 10.1;

- (c) is damage to the batteries or charger caused by the batteries being run flat, left flat, not charged or interfered with, in breach of clause 11;
- (d) was caused by water, flooding or materials such as paint, plaster, render, concrete or welding spatter, where you did not protect the Machine as clause 9.6 requires;
- (e) happened while the Machine was being moved away from the Site, or transported, by anyone other than us; or
- (f) is a loss or theft where the Machine was not secured as clause 9.5 requires, or was not reported as clause 12.7 requires.

14.5 The Machine only. The Damage Waiver covers loss, theft and damage to the Machine only. It does not cover cleaning, fees, lost keys, damage to any other property, injury to any person, or your liability to anyone else.

14.6 If you decline. If you do not accept the Damage Waiver in the Hire Schedule, you are responsible under clause 13 for the full cost of any loss, theft or damage. We may decline to offer the Damage Waiver for a particular hire.

15 Monthly unlimited package

15.1 What applies. This clause applies to the monthly unlimited package, at the rate in clause 5.1. The rest of this Agreement also applies.

15.2 What the package includes. The monthly unlimited package covers up to two Machines for each 30-day month, with no limit on hire days in the month. Delivery and collection within 60 km of our Yard are included, but after-hours fees still apply. The package continues from month to month until you or we give notice to end it, and it then ends at the end of the current month. Hire Charges for a month that has started are not refunded.

16 Ownership and the PPSA

16.1 The Machine is ours. The Machine remains our property at all times, and you hold it as our bailee only. You must not sell, sub-hire, lend, mortgage or otherwise deal with it, allow anyone to take a lien or security interest over it, or let it become a fixture.

16.2 Inspection and servicing. You authorise us to enter the Site at reasonable times, after giving you reasonable notice, to inspect or service the Machine.

16.3 Personal Property Securities Act. This Agreement may create a security interest in the Machine and its proceeds in our favour, including a PPS lease, and we may register it on the Personal Property Securities Register (PPSR). You must promptly sign any document and give us any information we reasonably need to register or perfect our security interest, and tell us in writing at least 14 days before you change your name, ABN or address. To the extent the law allows:

- (a) you waive your right to receive a verification statement under section 157 of the PPSA; and
- (b) where the Machine is not used predominantly for personal, domestic or household purposes, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

17 Your rights under the Australian Consumer Law

17.1 Consumer guarantees. The following statement applies to the Machine and to our commitment in clause 12.3:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

17.2 Our commitments are in addition to your rights. The benefits of our commitments in clause 12 are in addition to your other rights and remedies under the law.

17.3 Limited remedies for business hire. Where the Machine or our services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee (other than a guarantee under section 51, 52 or 53 of the ACL) is limited, at our option, to:

- (a) for goods: replacing them or supplying equivalent goods, repairing them, or paying the cost of replacing them, acquiring equivalent goods or having them repaired; and
- (b) for services: supplying them again or paying the cost of having them supplied again, unless you show that it would not be fair or reasonable for us to rely on this clause.

18 Liability and indemnity

- 18.1 Limit on our liability.** To the extent the law allows, and subject to clauses 1.7 and 17, our total liability to you arising out of or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise, is limited to the Hire Charges you paid for the hire that gave rise to the claim. This clause does not limit our liability for death or personal injury caused by our negligence.
- 18.2 Indirect loss.** To the extent the law allows, we are not liable for any loss of profit, revenue, production, use or opportunity, business interruption, downtime, standby or delay costs, liquidated damages you owe under other contracts, or any indirect or consequential loss.
- 18.3 Your contribution.** Our liability is reduced to the extent that any loss is caused or contributed to by you, your Operators, workers or contractors, or by your breach of this Agreement.
- 18.4 Your indemnity.** You indemnify us against any loss, damage, cost (including reasonable legal costs) or claim, including claims by third parties, arising from:
- (a) your breach of this Agreement;
 - (b) the use of the Machine during the Hire Period by you or anyone you allow to use it;
 - (c) the condition of the Site or the access route; or
 - (d) the negligent or unlawful acts or omissions of you, your Operators, workers or contractors,
- except to the extent it is caused by our negligence, our breach of this Agreement or a fault in the Machine that you did not cause.

19 Default and recovery

- 19.1 When you are in default.** You are in default if:
- (a) you do not pay an amount by its due date, and do not pay it within 3 days after we notify you;
 - (b) you breach clause 8.2, 10 or 16.1;
 - (c) you breach any other clause of this Agreement and do not fix the breach within 2 days after we notify you, where it can be fixed;
 - (d) you become insolvent, including by entering administration or liquidation, having a receiver appointed or becoming bankrupt, to the extent the law allows us to rely on this; or
 - (e) we reasonably believe the Machine is being used unsafely, is at risk of loss, damage or seizure, or has been moved from the Site without our agreement.
- 19.2 What we may do.** If you are in default, we may do any one or more of the following: suspend the hire, end this Agreement by notice, and recover the Machine under clause 19.3. We will give you notice before recovering the Machine where it is practical and safe to do so.
- 19.3 Recovering the Machine.** You authorise us, and our employees and contractors, to enter the Site, or any other place where we reasonably believe the Machine is kept, to inspect and recover it, and you must arrange any access or consent we need from the owner or occupier. We will take reasonable care to avoid damage. We are not liable for loss you suffer because we recover the Machine under this clause, except to the extent caused by our negligence.
- 19.4 What you must pay.** If we end this Agreement or recover the Machine because you are in default, you must pay the Hire Charges up to the time we recover the Machine, our reasonable recovery and transport costs, any amounts payable under clause 13, and all other amounts you owe us.
- 19.5 If we are in default.** If we breach a material term of this Agreement and do not fix the breach within a reasonable time after you notify us, you may end the hire by notice, and we will refund the Hire Charges you have paid for the rest of the Booked Period.

20 Events outside our control

- 20.1 Delays.** We are not liable for any delay or failure to perform caused by an event outside our reasonable control, including storms, floods, bushfires, extreme heat, road closures, industrial action, pandemics, government action and supply shortages. Our time to perform is extended by the period of the delay.
- 20.2 Prolonged events.** If such an event prevents us from performing for more than 7 days, either of us may cancel the affected booking or hire by notice, and we will refund the Hire Charges you have paid for any period in which you could not use the Machine.

21 Disputes

- 21.1 Notice and negotiation.** If a dispute arises, the party raising it must give the other written notice with details. We will both try in good faith to resolve it within 10 Business Days, including by meeting if either of us asks.
- 21.2 Mediation.** If the dispute is not resolved within 20 Business Days after the notice, either of us may refer it to mediation in Perth by a mediator we agree on or, if we cannot agree, a mediator nominated by the Resolution Institute. The mediator's fees are shared equally, and each of us pays our own costs.
- 21.3 Court proceedings.** Neither of us may start court proceedings about a dispute until the mediation has ended, except to seek urgent relief, to recover the Machine, or to recover amounts that are due and not genuinely disputed.

22 Privacy, photos and tracking

- 22.1 Personal information.** We collect personal information, such as names, contact and identification details, Site addresses and photos, to quote, deliver, collect and support the hire, invoice, manage incidents and claims, and comply with the law. We may share it with our technicians and contractors, insurers, accounting and software providers and, if needed, debt collectors, the police and the PPSR. We do not sell personal information. Contact us to access or correct the information we hold about you.
- 22.2 Photos.** We may photograph the Machine at delivery, collection and service visits, to record its condition and location. We will always ask your permission before using any photo of your Site in our marketing.
- 22.3 Tracking devices.** Our Machines may be fitted with devices that record their location and use. You must not remove, disable or interfere with them.

23 General

- 23.1 Notices.** Notices must be in writing and may be sent by email to the address you gave us when you booked or to info@sgequipmenthire.com.au. An email is received when it is sent, unless the sender receives a delivery failure notice. If it is sent after 5:00pm or on a day that is not a Business Day, it is received on the next Business Day. This clause does not apply to Off-hire Notices, which take effect under clause 4.4.
- 23.2 Electronic signing.** This Agreement, the Hire Schedule, notices and signatures may be given electronically.
- 23.3 Entire agreement.** This Agreement is the whole agreement between us about its subject matter and replaces earlier discussions, subject to clause 1.7.
- 23.4 Changes.** A change to this Agreement for a hire must be in writing and agreed by both of us, except as clause 1.5 allows for later hires.
- 23.5 Subcontracting.** We may use subcontractors, such as technicians, to perform this Agreement. We remain responsible for our obligations to you.
- 23.6 Assignment.** Neither of us may transfer our rights under this Agreement without the other's written consent, which must not be unreasonably withheld.
- 23.7 More than one hirer.** If the hirer is more than one person, each of them is liable both individually and together.
- 23.8 Severance.** If any part of this Agreement is invalid or unenforceable, it is severed and the rest continues to apply.
- 23.9 Waiver.** A failure or delay in exercising a right is not a waiver of it.
- 23.10 Survival.** Clauses about payment, loss and damage, the Damage Waiver, ownership, the PPSA, liability, indemnities, recovery and disputes continue after this Agreement ends.
- 23.11 Governing law.** This Agreement is governed by the law of Western Australia, and we both submit to the courts of Western Australia.
- 23.12 Interpretation.** Words such as "including" do not limit what else may be included. Headings and the "Key terms at a glance" summary are for convenience only; if they differ from the clauses, the clauses prevail.