

CONDITIONS OF HIRE

Marpoll Pty Ltd (ABN 52 009 063 003) trading as LiftRite Hire & Sales (“**Owner**”) agrees to hire to the Hirer, and the Hirer accepts to hire from the Owner, Equipment from time to time, subject to the following terms and conditions. These terms and conditions apply on every occasion that the Owner hires equipment, similar to the Equipment, to the Hirer, unless the parties agree in writing to the contrary:

QUOTATIONS

1. All Quotations given by the Owner to the Hirer are exclusive of GST, unless otherwise stated, and are valid for a period of 14 days, unless otherwise agreed in writing by the Owner, or the Quotation is withdrawn earlier by the Owner.
2. The Owner may correct errors or mistakes in relation to any information set out in a Quotation by giving notice to the Hirer at any time prior to delivery of the Equipment for hire.

INSPECTION AND WARRANTY

3. The Hirer acknowledges that they have inspected the Equipment and:
 - (a) are satisfied that the Equipment is in clean condition and in good and substantial order, repair and condition.
 - (b) are aware of the proper use for which the Equipment is designed.
4. Except for any warranties implied by the *Competition and Consumer Act 2010* (Cth) (“**CCA**”) which are unable to be contracted out of, all conditions and warranties (statutory or otherwise) whether of fitness for purpose, quality or description are negated and excluded. To the extent permitted by law:
 - (a) any warranties as to the condition of the Equipment are expressly excluded by the Owner;
 - (b) the Owner limits its liability for breach of this Agreement, and any condition or warranty implied by law, to the replacement, repair or re-supply of the Equipment; and
 - (c) the Owner shall not be liable for any indirect or consequential loss or damage whatsoever or howsoever caused.For the avoidance of doubt, nothing in this Agreement is intended to exclude or limit the rights granted to the Hirer under the CCA which are unable to be contracted out of.

CHARGES AND HIRE TERM

5. The Hirer agrees to use and possess the Equipment during the Hire Term subject to the terms of this Agreement. To avoid doubt, the Hirer may possess the Equipment only during the Hire Term.
6. In consideration of the Owner agreeing to hire the Equipment to the Hirer, the Hirer will pay the Hire Charges from the earlier of the Commencement Date or the date that the Hirer is given possession of the Equipment until:
 - (a) the Equipment is returned by the Hirer to the premises of the Owner in clean condition and in good and substantial order and repair, or
 - (b) the Hirer notifies the Owner’s hire controller in writing that the Equipment is ready for collection, and the Owner is satisfied that the Equipment is in clean condition and in good and substantial order and repair.
7. In addition to the Hire Charges, the Hirer will pay:
 - (a) if requested by the Owner, a security deposit in the amount, determined by the Owner in its sole discretion, in respect of the Hirer’s hire of the Equipment, payable in advance of the Owner releasing the Equipment to the Hirer, which security deposit will be refunded to the Hirer after the expiry of the Hire Term, less any amounts payable by the Hirer under this Agreement or arising from a breach of this Agreement by the Hirer, which the Owner may, without notice to the Hirer, deduct from the security deposit and use to satisfy any debt owing or loss incurred by the Owner as a result of a breach of the Agreement by the Hirer;
 - (b) all Costs incurred by the Owner in connection with the hire of the Equipment under this Agreement, including but not limited to any costs for the installation, transport, delivery and / or collection and return of the Equipment to the Owner’s business premises;
 - (c) all Costs incurred by the Owner in connection with a breach by the Hirer of this Agreement and the exercise or attempted exercise by the Owner of any of its rights under this Agreement; and
 - (d) any additional amounts payable pursuant to this Agreement, including but not limited to amounts payable under clause 9.
8. Unless otherwise expressly stated in the Hire Details:
 - (a) Except where the parties agree otherwise in writing, Hire Rates and all other amounts payable by the Hirer under this Agreement are payable within 7 days of the date of an invoice issued by the Owner in respect of the same, such invoices being issued weekly or as otherwise determined by the Owner, in its sole discretion;
 - (b) GST is payable by the Hirer in respect of all invoices issued by the Owner, in addition to the Hire Charges and other amounts payable by the Hirer under this Agreement;
 - (c) any payment stated to be made by the Hirer in full and final settlement can be accepted by the Owner as part payment of an invoice without prejudice to the Owner’s rights to require payment of the full amount outstanding under the invoice; and
 - (d) interest accrues on all outstanding amounts payable by the Hirer under this Agreement, such interest being calculated on a daily basis at the rate of 15% per annum, which shall be payable by the Hirer for each day that any amount due and payable under this Agreement remains unpaid.
9. Hire Rates stated are based on the following periods of hire and hours of usage:
 - (a) a day of 8 hours use over a continuous 24 hour period.
 - (b) a week of 20 hours over a continuous 7 day period.If the Hirer uses the Equipment outside the periods or hours shown above, they will be liable to pay the Owner for the excess usage on a pro rata hourly or daily basis, at a rate determined by the Owner in its sole discretion.
10. The Hirer must obtain, and hold for the duration of the Hire Term, adequate insurance for the current market value of the Equipment and for damage to third party property (for such amount as the Owner may determine, but in any event not being less than \$500,000 per event), as determined by and to the satisfaction of the Owner in its sole discretion. The Hirer hereby authorises the Owner to receive all monies payable by the insurer under the relevant policy or by any other person in respect of loss or damage and appoints the Owner as the Hirer’s agent to recover, and/or compromise in the Owner’s and the Hirer’s names, any claim for loss or damage whatsoever under the relevant policy. The Hirer must promptly, on request by the Owner, provide a copy of any certificate of insurance in respect of the insurances required to be taken out and maintained under this clause 10.

DELIVERY

11. Unless otherwise expressly stated in the Hire Details, the Hirer is responsible for the transport of the Equipment to and from the Site and to and from the Owner's business premises, at its sole cost and expense. Where the Equipment is delivered to the Hirer by the Owner:
- (a) the Equipment will be delivered to the Site;
 - (b) the Hirer is responsible for unloading the Equipment and must provide adequate staff and machinery to safely unload the Equipment;
 - (c) any delivery time or similar information provided by the Owner is an estimate only and the Owner is not liable for any Claim in connection with late delivery; and
 - (d) The Owner is not liable for any Claim in connection with damage to the Equipment or interference with the Equipment during delivery except where the same is directly caused by the intentional acts of the Owner.

TERMS OF USE

12. During the Hire Term or while the Equipment is within the possession or control of the Hirer, the Hirer, subject to the Hirer not being liable for any maintenance, repair, loss or cost directly caused by fair wear and tear as determined under the Australian Industrial Truck Association (AITA) Fair Wear & Tear Guide 2006 (as updated from time to time):
- (a) will use the Equipment in a skillful and proper manner and for the purposes for which such Equipment was designed;
 - (b) will not misuse, abuse or overload or make any modification, alteration or addition to the Equipment or apply any tool or process to the Equipment without the Owner's written consent;
 - (c) will only expose the Equipment to contamination, hazardous chemicals (including asbestos) or any other substance that is potentially harmful to human health and / or the environment after obtaining the prior written consent of the Owner, which consent may be withheld absolutely or granted on any conditions that the Owner sees fit, and will not expose the Equipment to any substance, material, factor, event or circumstance which may (in the Owner's opinion) damage, erode, degrade or otherwise adversely affect any part of the Equipment in any way whatsoever;
 - (d) will ensure that the Equipment is operated by all persons in accordance with all operation manuals, instructions and Laws;
 - (e) will, at its sole cost and expense, comply with all Laws in connection with the Equipment, including in relation to the use, storage, transportation and operation of the Equipment;
 - (f) where the Equipment is electrical equipment, ensure that it is correctly earthed during use and only use it with plugs and / or sockets as fitted, or with replacement plugs and sockets fitted by a qualified person; and
 - (g) will promptly notify the Owner in writing when any part of the Equipment is due for scheduled maintenance;
 - (h) will, at its sole cost and expense:
 - (i) keep and maintain the Equipment in a clean condition and good substantial working order and repair, except that the Hirer is not obliged to undertake scheduled maintenance (as determined by the Owner in its reasonable discretion) unless the parties agree otherwise in writing;
 - (ii) regularly service any Equipment requiring servicing, in accordance with any applicable operation manuals, instructions (including instructions of the Owner) and Laws;
 - (iii) carry out daily inspections in relation to the Equipment as prescribed by the Equipment log book (which log book is provided by or otherwise designated by the Owner) including in relation to greasing, pre-cleaner, and air filter, engine oil and coolant levels, and fully and accurately record the details of any inspections in the log book;
 - (iv) supply all oil and grease necessary for daily service and maintenance;
 - (v) repair any damage or destruction of the Equipment, except damage caused by the intentional acts of the Owner;
 - (vi) supply all fuel necessary for operation of the Equipment;
 - (vii) give the Owner access to the Equipment for inspection, maintenance and / or repair at any reasonable time and without the Owner giving prior notice in that regard;
 - (viii) use or permit use of the Equipment only by properly trained, certified, skilled and qualified persons;
 - (ix) not alter the Equipment or alter, deface or cover any identifying number, mark or place which may be affixed to the Equipment;
 - (x) use all due care to prevent damage to or loss or destruction of the Equipment, other persons or property;
 - (xi) repair any punctures to tyres comprising the Equipment and replace staked and damaged tyres;
 - (xii) charge, and top up with distilled water, all traction batteries comprising the Equipment;
 - (xiii) only use, in connection with the Equipment, fuels and lubricants of a suitable type;
 - (xiv) ensure that nothing is done or omitted to be done by any person which may prejudice the safety of the Equipment or have an adverse effect on the Equipment; and
 - (xv) do any other thing reasonably required by the Owner in connection with the use, storage, transportation or operation of the Equipment.
13. In the event of damage, breakdown or failure in respect of the Equipment, the Hirer must immediately cease using the Equipment, ensure that it is not used by any person until the relevant issue is rectified, and notify the Owner immediately of the damage, breakdown or failure. The Hirer will not have any repairs affected to the Equipment by any person other than such person as the Owner may nominate or approve. The Hirer will pay the Costs in connection with any damage, breakdown or failure in respect of the Equipment while the Equipment is in the possession or control of the Hirer, except where the same is directly caused by the intentional acts of the Owner. Without limiting this clause 13, where any air filter comprising the Equipment is or becomes unserviceable due to any conditions, events or matters arising between scheduled maintenance times (as determined by the Owner in its sole discretion), without limiting the Owner's rights, the Hirer must immediately notify the Owner in writing of the same.
14. The Owner will, at the request of the Hirer, provide reasonable technical services at the Site during the hours of 7.30am to 5.00pm Monday to Friday, excluding Public Holidays. Any services or assistance provided by the Owner under this clause and outside of those hours will be charged at the applicable current penalty rates for after hours' service as determined by the Owner in its sole discretion.

LOSS, DAMAGE AND CLEANING

15. Subject to the Hirer not being liable for any damage, loss or cost directly caused by fair wear and tear as determined under the Australian Industrial Truck Association (AITA) Fair Wear & Tear Guide 2006 (as updated from time to time), the Hirer hereby assumes, and shall bear the entire risk of, loss or damage to the Equipment or any Claim from any and every event, whatsoever and howsoever caused from the time that the Hirer takes possession of the Equipment until the Equipment is returned to the Owner. The Hirer also agrees that no such loss, theft or damage to the Equipment or any part of the Equipment shall impair or otherwise limit any obligation of the Hirer or the rights of the Owner under this Agreement.
16. If, upon return of the Equipment to the Owner, the Equipment is not in a condition which is consistent, and compliant with, the Hirer's obligations under this Agreement (including but not limited to the Hirer's obligations under clause 12), the Owner may carry out any obligations of the Hirer which the Hirer has failed to perform, and the Hirer must pay the Owner:
- (a) Hire Charges on a daily basis until such time as the relevant obligations are fulfilled; and
 - (b) all Costs incurred by the Owner in carrying out the above obligations.
17. The Hirer accepts full responsibility to compensate the Owner for the value of Equipment, or parts thereof, which may be lost, damaged or stolen from the time of commencement of the Hire Term or delivery, whichever is earlier, until the Equipment is returned to the Owner's premises, or collected by the Owner, in a condition which is consistent and compliant with the Hirer's obligations under this Agreement (including but not limited to the Hirer's

obligations under clause 12) and the Equipment is able to be lawfully used by the Owner. This right shall not be prejudiced by, or prejudice, any other right under this Agreement. If the Equipment is not able to be returned to the Owner's premises on account of their loss or theft, or if the Equipment is materially or substantially damaged or destroyed, then the Hirer must, in the absolute discretion of the Owner:

- (a) replace the Equipment with like Equipment that are in good repair, condition and working order and pay all associated costs; or
- (b) pay to the Owner the replacement cost of the Equipment:

within 5 business days of the Owner advising the Hirer of its option. If the Hirer fails to do so, and the Equipment is not able to be lawfully used by reason of that failure, the Hirer must pay to the Owner, in addition to the Hire Charges, the cost of renting replacement equipment at the applicable daily hire rate for the Equipment, until the Hirer fulfils its obligations under this clause.

18. Where the use of the Equipment by the Hirer results in an accident or claim, or where damage, loss or theft is sustained to the Equipment, the Hirer must in addition to its obligations under this Agreement;
- (a) ensure that criminal damage or theft is reported to the police promptly;
 - (b) ensure that any incident of loss, theft or damage is reported to the Owner immediately;
 - (c) co-operate fully with the Owner and the insurer of the Equipment and supply all information and documentation reasonably required; and
 - (d) not without the Owner's written consent, given any offer, promise of payment, waiver, release, settlement, indemnity or admission of liability.

REMOVAL AND RETURNS

19. The Hirer shall not remove the Equipment from the Site without the written consent of the Owner, except for the purpose of returning the Equipment to the Owner's premises in accordance with this Agreement.
20. If the Owner agrees to collect the Equipment from the Site in accordance with this Agreement, 24 hours written notice must be given to the Owner before collection is required. Any collection of the Equipment by the Owner shall be proof only as to the quantity of the Equipment collection and not of its condition, or the Hirer's compliance with its obligations pursuant to the Agreement, at the time of collection.

HIRER WARRANTIES

21. The Hirer warrants, as at the date of this Agreement and during the Hire Term, that:
- (a) all information and documents provided to the Owner in connection with this Agreement is true, complete and accurate;
 - (b) it has the authority, power and capacity to enter into and perform its obligations under this Agreement. If a body corporate, that it is duly incorporated and validly existing under the *Corporations Act 2001* (Cth) and has full power and authority to enter into and perform its obligations under this Agreement;
 - (c) in the case of a Hirer that is a trust, the trustee of the Hirer enters this Agreement in its personal capacity as well as in its capacity as trustee. The trustee warrants that the trust is lawfully operating and that the assets of the trust shall be available to meet payment of any monies owed to the Owner by the Hirer under this Agreement;
 - (d) it has all consents and approvals required under any Law in order for the Hirer to use and operate the Equipment and to perform its obligations under this Agreement;
 - (e) it will not, without the prior written consent of the Owner, sub-hire or cross-hire the Equipment, which consent the Owner may withhold in its absolute and sole discretion;
 - (f) prior to entering into this Agreement, it has examined the Equipment and is satisfied with the condition and suitability of the Equipment and its fitness for the Hirer's purpose; and
 - (g) it will not do, or omit to do anything, that may prejudice the Owner's interest in the Equipment or any insurance effected by anyone in respect of the Equipment.

LIABILITY AND INDEMNITY

22. The Hirer hereby indemnifies and holds indemnified the Owner from and against all Claims, including, but not limited to, Claims made or imposed for any injury, loss of life or damage to persons or property or in any way arising out of:
- (a) the use, possession, control, transport, maintenance, repair or storage of the Equipment by any person between the time that the Hirer takes possession of the Equipment and the return of the Equipment to the Owner, whether caused by the Hirer or any other person or circumstance, including, without limitation, any claims for consequential loss or tax liabilities or claims by third parties;
 - (b) any breach of this Agreement by the Hirer; and
 - (c) the presence of any contaminant or other harmful substance in or emanating from the Equipment arising from the Hire's use or possession of the Equipment.
23. Unless expressly stated in this Agreement, the Owner makes no statements, representations or warranties in connection with this Agreement or the Equipment, including but not limited to the condition, quality or standard of the Equipment.
24. Notwithstanding anything herein contained, the Owner shall not be liable to the Hirer or any other person for any Claim in connection with the use and operation of the Equipment during the time that the Owner is not in possession of the Equipment, whether such loss or damage is occasioned by a defect in or wear of the Equipment or otherwise.
25. Despite any other term of this Agreement:
- (a) to the extent allowed by Law, the Owner's liability in respect of a breach of the Owner of the Agreement is limited to the replacement of Equipment of the cost of the Equipment (as determined by the Owner in its sole discretion);
 - (b) the Owner is not liable for any consequential loss or damages, including but not limited to loss of profit, business revenue, goodwill, anticipated savings or damage to property, in connection with this Agreement;
 - (c) the Owner is not liable for any Claim directly or indirectly resulting from malfunction, breakdown, mechanical defect or accident in respect of the Equipment;
 - (d) the Owner is not liable for any Claim in connection with this Agreement or the Equipment, to the extent that the Claim is not directly caused by the intentional acts of the Owner.

TERMINATION AND BREACH OF AGREEMENT

26. If the Hirer breaches any of the terms and conditions in, or repudiates, this Agreement:
- (a) the Owner may, on providing notice to the Hirer, terminate this Agreement;
 - (b) the Owner may declare, by notice to the Buyer, that any monies owing under the Agreement are immediately due and payable within 7 days of the notice;
 - (c) the Owner may immediately take possession of the Equipment. For that purpose, the Hirer authorises the Owner, its servants and agents to enter upon the Site and any premises, in the occupation of the Hirer, to search and to remove the Equipment therefrom. To avoid doubt, the Hirer is liable for any Claim in connection with the Owner's exercise or attempted exercise of its rights under this clause 26 c); and
 - (d) the Hirer must pay to the Owner all monies including Hire Charges which would have been otherwise payable by the Hirer to the Owner during the Hire Term, in addition to any other amounts payable under this Agreement or otherwise.

27. The Owner may terminate this Agreement at any time, and for any reason, on providing 14 days' written notice to the Hirer, except that it will reimburse to the Hirer any Hire Charges paid by the Hirer in advance relating to the period after termination of the hire of the Equipment, provided that the Hirer has discharged all of its obligations under this Agreement at the date of the Owner's notice.
28. The Owner may terminate this Agreement if:
- (a) the Hirer, or any of its officers, commits fraud or misrepresentation;
 - (b) the Hirer is insolvent, enters into liquidation or receivership, or a petition in bankruptcy is filed by or against it, or if it enters into an arrangement for the benefit of its creditors, or if it ceases carrying on business;
 - (c) where the Hirer (if it is a corporation) undergoes a transfer of shares so as to effectively change the "control" of the Hirer within the meaning of the *Corporations Act 2001* (Cth) or the effective control of the business conducted by the Hirer, or (where the Hirer or the holding company of the Hirer is trustee of a unit trust), there is a transfer of the units in the trust so as to effectively change the beneficial ownership or control of the trust or the business conducted by the trust,
- and if the Owner terminates this Agreement pursuant to this clause 0, clauses 26 (b)-(d) will apply.

SECURITY

29. Any title to, and ownership of, the Equipment remains with the Owner at all times.
30. As security for the performance of its obligations under this Agreement, the Hirer agrees to:
- (a) grant the Owner an interest in all present and after-acquired personal property, including all proceeds of sale or divestment of the same. The Hirer consents to the Owner registering any security interest or similar notification or interest under the *PPSA* (including but not limited to any "Purchase Money Security Interest" as defined in the *PPSA*); and
 - (b) do all things, including sign all documents, reasonably requested by the Owner to enable the Owner to obtain the full benefit of this clause 0.
31. The Hirer acknowledges that:
- (a) this Agreement may create a security interest under the *PPSA*; and
 - (b) the Hirer has not agreed to postpone the time for attachment of the security interest under this Agreement.
32. The Hirer is liable to reimburse the Owner for all costs incurred by the Owner with respect to protecting the Owner's security interest on the *PPSA* register including legal fees (on a solicitor/ client basis) and any enforcement measures and proceedings taken by or defended by the Owner to protect the Owner's rights under the *PPSA*.
33. The Hirer must not grant or permit to be granted any security interest or encumbrance over or in the Equipment to any person other than the Owner and must not register or allow to be registered any financing statement except in favour of the Owner. The Hirer must not sell, dispose, lease or mortgage the Equipment or permit any lien over the Equipment.
34. The Hirer must at all times while it is in possession of the Equipment and during the Hire Term, keep the Equipment separate from other property and must not allow the Equipment to be commingled or mixed with other property.
35. The Hirer hereby indemnifies and agrees to keep the Owner indemnified against any and all Claims in relation to accessions to the Equipment and the Owners removal or retention of those accessions (including legal fees on a solicitor/client basis).
36. So far as permitted by the *PPSA*, the Hirer waives its rights and with the Owner's agreement, contracts out of its rights under section 95 (to the extent that it requires the Owner as secured party to give a notice to the Hirer as grantor), section 96, the application under section 116(2) of the provisions of Part 4.3, section 129(2), section 129(3), section 130 (1)(a), section 132 (to the extent that it requires the Owner as secured party to give a statement of account to the Hirer as grantor), section 134(2)(a), section 135(1)(a), section 142 and section 143 of the *PPSA*.
37. For the purposes of section 125 of the *PPSA*, the Hirer agrees that a "reasonable period" shall not mean less than 12 months regardless of the circumstances.
38. Without limiting any other right the Owner may have, the Hirer must immediately return the Equipment to the Owner if requested to do so by the Owner following non-payment or breach, and the Equipment having been returned to or re-taken by the Owner, the Hirer agrees not to seek to reinstate this agreement under section 143 of the *PPSA*.
39. All terms used in clauses 29-0 shall, unless otherwise provided, have the same meaning as given to those terms in the *PPSA*.

AUTHORISATION AND PRIVACY ACT

40. The Hirer hereby agrees and confirms that the Owner is hereby irrevocably authorised to act if it so wishes on the Hirer's behalf in exercising any rights or issuing or carrying on or enforcing any legal proceedings which it thinks desirable to protect its rights in relation to the Equipment, and the Hirer hereby acknowledges and agrees that the Owner may make all and any enquiries required to allow the Owner full recovery of any outstanding debt under this Agreement, and if the Owner deems necessary, engage a debt collector or solicitor for the purpose of recovering any outstanding debt and exchange information about the Hirer for the purposes of recovering any debt. The Hirer indemnifies the Owner for all costs incurred by the Owner in the exercise of the Owner's rights pursuant to this clause (and, where applicable, on a solicitor/ client basis).
41. The Hirer acknowledges and agrees that the Equipment may be equipped with information and / or telematics, collecting or reporting devices or systems or similar equipment or devices or systems. The Hirer consents to the Owner collecting and using any information received in connection with the hire of the Equipment during and after the term of this Agreement in any manner that it chooses at any time.

ON-HIRE / ASSIGNMENT / ACCESSIONS

42. The Hirer must not assign its interest in this Agreement without the express written consent of the Owner.
43. The Owner may assign its interest in this Agreement to a third party in its absolute discretion.
44. Any accessories or replacements which now or hereafter are supplied or attached to the Equipment become a part of the Equipment and will be subject to the terms and conditions of this Agreement as if they were a part of the original Equipment.

AMENDMENT OF THIS AGREEMENT

45. Upon giving notice to the Hirer, the Owner may vary the Agreement, if the variation is (as determined by the Owner in its sole discretion) desirable or necessary due to circumstances outside the Owner's reasonable control.

GENERAL

46. Time is of the essence in respect of the rights and obligations of the parties to this Agreement.
47. This Agreement shall be construed with and be governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the Courts of that state.
48. In the event that any provision of this Agreement is invalid, illegal or unenforceable, then that provision shall be severed from this Agreement and the remaining provisions and clauses of this Agreement shall remain in full force and effect and be unaffected by the severance.
49. The Hirer may not set off any amount required to be paid to the Owner against any amount that the Owner is required to pay to the Hirer under this Agreement or otherwise.
50. Any notice, consent or communication to be given by party under the Agreement must be given by delivering the notice by facsimile, e-mail or registered post addressed to the party at such address set out in the Hire Details and otherwise as may be notified in writing to the other party from time to time. Any notice, consent or communication so sent shall be deemed to have been duly given, served and received if personally delivered, upon receipt of the addressee, if sent by pre-paid post, 3 business days after posting and if sent by facsimile or e-mail, upon receipt by the sender of a successful transmission report provided that if a facsimile is sent after 4pm, the notice will be deemed to be received on the next business day.
51. The Hirer must not disclose to any third party information obtained in relation to the Owner in connection with or arising from this Agreement or the hire of the Equipment, the Owner's business or the Owner's officers, representatives, agents and employees, unless and until such information is within the public domain (other than by a breach of this clause), or express written consent has been given by the Owner, or as required by Law.

DEFINITIONS AND INTERPRETATION

52. The following terms in the Agreement have the meaning given to them below:
- (a) **Agreement** means the Hire Details (if any), these Conditions of Hire and any Quotation (if any).
 - (b) **Claim** includes any demand, claim, action proceeding, judgment, damage, loss, cost, liability, penalty or expense (including legal fees on an indemnity basis) however arising and whether present, unascertained, immediate, future or contingent and whether or not arising in relation to matters which occurred in the past.
 - (c) **Commencement Date** means the Commencement Date specified in the Hire Details.
 - (d) **Costs** means all costs, fees, charges, levies, duties, taxes and disbursements, including but not limited to legal fees and disbursements, on an indemnity basis.
 - (e) **Equipment** means each item of equipment or other property which is hired by the Hirer from the Owner, including any item of plant, machinery, accessory or other material affixed to or supplied by the Owner with the same.
 - (f) **Hirer** means the Hirer specified in the Hire Details and includes all servants, agents, employees and contractors of the Hirer.
 - (g) **Hire Details** means the Hire Details provided by the Owner together with or in relation to this Agreement, or if determined in the Owner's sole discretion, the Quotation.
 - (h) **Hire Charges** means the Hire Charges specified in the Hire Details.
 - (i) **Hire Term** means the Hire Term identified in the Hire Details, as varied, extended or otherwise agreed in writing between the Owner and the Hirer.
 - (j) **Law** means any legislation including including regulations, by-laws, orders, awards and proclamations, common law and equity, any official requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) and any legally binding guidelines.
 - (k) **PPSA** means the *Personal Properties Security Act 2009* (Cth).
 - (l) **Quotation** means any any quotation provided by the Owner to the Hirer relating to the hire of the Equipment.
 - (m) **Site** means the site/s at which the Equipment will be used by the Hirer as specified in the Hire Details.
53. The following rules of interpretation apply to this Agreement:
- (a) a word in the singular includes the plural and vice versa;
 - (b) "person" includes an individual, a body corporate, a partnership and any other entity;
 - (c) headings are used for convenience only and do not affect the meaning of any clause;
 - (d) a reference to any agreement or document includes any variation, transfer or replacement of that agreement or document; and
 - (e) where a person referred to in this Agreement is more than one person, any agreement or obligation of that person applies to all of them jointly and each of them severally.