

Eastern Nomad Buildings ("Eastern") – Hire Terms and Conditions

This Agreement is a claim for payment under the Building and Construction Industry Security of Payment Act 1999.

1. Commencement of Hire - The hire shall commence on the day the unit is dispatched from the Eastern's depot and shall end on the day it is returned to the Eastern's depot.

2. Hire Contract Period - (a) The Minimum Hire Contract Period shall be four weeks.

(b) If a designated Hire Agreement has been entered into, the minimum hire period will be the minimum period of hire listed on the Hire Agreement. Eastern reserves the right to review the hire rate once the hire period has expired.

3. Payment Terms – Hire charges shall be invoiced monthly in advance. All invoices are payable within thirty (30) days of invoice date. Interest at a rate of 12% per annum shall be payable, at Eastern's option, on any amounts not paid by the due payment date.

4. Termination - (a) The Hirer shall give Eastern at least seven (7) days notice in writing of intention to terminate hire and shall ensure the unit is available for recovery by Eastern on the due date.

(b) Failure in the Notice of Termination to nominate a date not less than seven (7) days from the date of such notice or the non availability of the unit for recovery shall render the Hirer liable to additional hire from the date nominated as the date of termination, for the period to make up the seven (7) days notice.

(c) The Notice of Termination may be served at the business address or posted by Registered Pre-Paid Post to Eastern Nomad Buildings, PO Box 1078, Blacktown NSW 2148.

(d) Notwithstanding the above conditions, the Hirer may terminate hire by telephone to Eastern. Such method of termination will only be effective in the event of subsequent written confirmation.

(e) Provided the agreed minimum period of hire has expired and the hire is terminated prior to the expiration of any accounting period the rent shall be apportioned.

(f) Upon non payment of hire charges for seven (7) days after due payment date or non performance of any of the Hire Terms and Conditions or upon the Hirer making assignment for the benefit of Creditors or taking the benefit of any Act for the relief of Bankrupts or Insolvents, Eastern shall have the immediate right to terminate the hire.

(g) Upon termination of hire it shall be lawful for Eastern or its authorised representatives to retake possession of the unit and for that purpose to enter into or upon any premises where the same may be and in this respect the Hirer shall indemnify Eastern against any claim or demand made by any third party arising as a consequence of such entry.

(h) The determination of the hiring shall not affect the right of Eastern to recover from the Hirer any monies due at the date of termination or to recover damage in respect of any breach of these conditions.

(i) If the unit is relocated at any time after original delivery, the Hirer shall be responsible for any additional charges incurred in recovery of the unit.

5. Delivery and Recovery Costs - The Hirer shall be responsible for all costs including loading and transport to site, off loading, installation, reloading and return to Eastern's depot.

6. Insurance of portable buildings and equipment - During the hire period, insurance for loss or damage is the responsibility of the Hirer. The Hirer will be charged for the loss of the unit or any part thereof at the replacement rates. The cost for repair of any damage to the unit or any part thereof will be charged at trade rates current at the time the repairs are carried out.

7. Condition of Unit and Damage Responsibility - (a) The Hirer shall use the unit in a proper manner and shall at his own expense keep in good and substantial repair and condition including routine maintenance, reasonable wear and tear excepted.

(b) At commencement of hire Eastern will provide an Inspection Report Sheet upon which will be noted the general condition and particulars of existing damage (i.e. scratches, dents, abrasions etc) to the unit when delivered. It is the Hirer's responsibility to notify Eastern of any variance as to comments on the Inspection Report Sheet upon delivery to site.

(c) The Hirer shall be liable for all damage or loss of the unit from commencement of hire upon delivery to site, until recovery of unit by Eastern other than that shown on the Inspection Report Sheet (reasonable wear and tear excepted). The Hirer shall be liable for the cost of repairing any such damage as assessed by Eastern and the repair cost shall be payable by the Hirer immediately upon completion of repairs.

(d) In the event of damage occurring to the unit or any accident occurring involving the unit the Hirer shall immediately notify Eastern by telephone and in writing giving full details in respect thereof and furnish further information as Eastern may require and carry out any reasonable instruction in respect of the unit as Eastern may communicate. The Hirer shall be responsible for rental payments until either the unit is repaired, provided such repairs are carried out promptly or, in the case of a loss, an insurance settlement amount is received by Eastern.

8. Cleaning - Units are delivered in clean condition and should be returned in similar condition. The reasonable cost of cleaning incurred by Eastern on recovery is to be paid by the Hirer.

9. Hirer Not to Sell, Mortgage or Relocate Unit - (a) The Hirer will keep any hired unit in his possession and will not remove the same or any part or parts thereof from the site to which it was delivered by Eastern or to which it was moved with the consent of Eastern and will not allow any lien to be created upon the unit whether for repairs or otherwise and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect of the premises upon which the unit is situated and will protect the unit against distress or seizure and indemnify Eastern against all losses, costs, charges, damages and expenses incurred by him by reason or in respect thereof.

(b) The Hirer shall not relocate any hired unit without first obtaining Eastern's consent. The Hirer shall be responsible for any damage caused to the unit in relocating.

(c) Subject to obtaining consent as aforesaid the Hirer shall only lift the unit with a suitable spreader bar and nylon slings. Failure to do so will incur liability for any damage or injury in removal of the unit.

10. Exclusion Clause - (a) Indemnity - The Hirer shall indemnify and keep indemnified and save harmless Eastern servants and agents from all damages suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of the Eastern its servants or agents or otherwise.

(b) Exclusion of Liability - Eastern shall not be liable to the Hirer or the Hirer's servants or agents for any damages, suits, actions, claims and demands of every description of every description whatsoever and howsoever arising either directly or indirectly from representation, warranties, terms and conditions express or implied (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act (1974) or relevant State Legislation), use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of the Eastern, its servants or agents, or otherwise.

11. GST - Goods and Services Tax - To be paid by the Hirer in addition to the hire rental charges subject to receipt by the Hirer of a tax invoice from Eastern.

12. Disputes or differences between Eastern and the Hirer - arising out of these Conditions of Hire or as to the rights, duties and liabilities of Eastern and the Hirer or their respective representatives shall be referred for Arbitration to the President of the Hire & Rental Association of Australia (or persons appointed by him) in accordance with and subject to the Conditions of the Arbitration Act 1902 (NSW) or any statutory modification or re-enactment thereof for the time being in force and the decision of such Arbitrator shall be final and binding.