

**Access Hire South Australia Pty Ltd**  
 107 Cormack Road, Wingfield SA 5013  
 Accounts Phone: (08) 8244 3333 Fax: (08) 8244 4433

**Cash Trading Account Application Form**  
 (Incorporating Standard Terms and Conditions of Hire)

Details of Applicant (Company)		
<b>Please tick appropriate boxes:</b> <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Individual Trader * <input type="checkbox"/> Government  <input type="checkbox"/> Other: Specify: _____		
<b>Applicant's Legal Name ("Customer") or ("Hirer")</b>		
<b>Trust Details (if any)</b>		
<b>Nature of Applicant (partnership/JV/sole trader etc)</b>		
<b>ABN:</b>	<b>ACN (If a company):</b>	
<b>Trading Name:</b>		
<b>Trading Address:</b>		
<b>Suburb:</b>	<b>State:</b>	<b>Post Code:</b>
<b>Postal Address:</b>		
<b>Suburb:</b>	<b>State:</b>	<b>Post Code:</b>
<b>Tel:</b>	<b>Fax:</b>	<b>Email:</b>

Details of Applicant if Individual or Individual Trader *	
<b>Applicant Full Name:</b>	<b>DOB:</b>
<b>Contact Address:</b>	
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>Driver's Licence Number:</b>	<b>Expiry Date:</b>

By signing this Application for Trading Account (on your own behalf and where applicable on behalf of the Applicant / Hirer); you warrant the accuracy of the information set out above. You bind the Applicant/Hirer to the Terms and Conditions of Hire attached to this Application for Trading Account (**Terms and Conditions**). You warrant having read, understood and agreed to the Terms and Conditions. You acknowledge that the Terms and Conditions apply every time the Applicant/Hirer hires equipment from any Access Entity.

_____ Sole Trader / Partner / Director Signature	_____ Position / Title	_____ Date
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## Terms and Conditions of Hire

### 1. Definitions

- 1.1. "Access" means Access Hire South Australia Pty Ltd (ACN 111 648 189) or the other Access Entity from which the Hirer hires equipment (as applicable).
- 1.2. "Access Entity" means Access Group Australia Pty Ltd (ACN 096 170 071) or any of its related bodies corporate.
- 1.3. "Equipment" means any machine hired by Access to the Hirer and includes all tools, accessories, parts, item of equipment and devices affixed thereto or supplied therewith.
- 1.4. "Hire Agreement" means every agreement between Access and the Hirer for the hire of Equipment (whether signed or not) including a Hire Docket, all of which will be deemed to include the Hire Agreement (or other order documentation approved by Access in respect of the Equipment) and these Terms and Conditions of Hire.
- 1.5. "Hire Docket" means each docket (if any) issued by Access identifying, amongst other things, the Equipment, the Hire Period and the hire rate that will be charged under clause 3.4 hereof.
- 1.6. "Hirer" means the person, firm or corporation to whom the Equipment is hired by Access and includes any contractor, employee, servant, agent or other person claiming through, under or in trust for any such person, firm or corporation.
- 1.7. "Location" means the place where the Hirer will use the Equipment.

### 2. Title to Equipment

- 2.1. Access (or the relevant Access Entity), retains title to the Equipment (even if the Hirer goes into liquidation or becomes bankrupt during the Hire Period) and in no circumstances will it be deemed to be a fixture. The rights of the Hirer to use the Equipment are as a bailee only.
- 2.2. The Hirer must not deal with the Equipment in any way which is inconsistent with the rights of Access as owner.
- 2.3. All risk in the Equipment passes to the Hirer upon delivery/collection to/by the Hirer and continues during the whole Hire Period until the Equipment is returned to Access or collected by Access (if agreed).

### 3. Hire Period

- 3.1. Subject to clause 3.2, the period of hire commences when the Hirer takes possession of the Equipment or when Access delivers the Equipment in accordance with the Hirer's instructions. The period of hire ends when the Equipment is back in the possession of Access (in total, the "Hire Period"). The Hire Period includes weekends and public holidays and is irrespective of the time the Equipment is being used.
- 3.2. Should Access agree with the Hirer that Access will deliver and collect the Equipment, hire charges will commence from the time the Equipment leaves Access' premises and continue until the date that the Equipment is available for collection from the Location ("Off-Hire Date"). The Hirer must notify Access of that date in advance and Access may give the Hirer a number as verification that such notification has been received ("Off-Hire Number").
- 3.3. The notification will be given by the Hirer with sufficient time in advance (prior to 3pm of the day of the off-hire) for the Equipment to be picked up and returned to Access' premises within Access' normal business hours by the Off-Hire Date. If Access considers that insufficient notice has been given, the Hirer will be charged for such additional period of time as Access considers is necessary to arrange collection or delivery of the Equipment, but in any case no less than an extra days hire. Any hire period specified on the Hire Agreement will not be deemed notice to Access that the Equipment is available for collection. Where Access agrees to collect the Equipment, the Hirer remains responsible for theft, loss or damage to the Equipment until the Equipment is collected by Access.
- 3.4. The Hire Agreement will specify the type of rate that will apply. Equipment hired for at least 5 days in a seven day period, will be charged at the weekly rate.
- 3.5. Access reserves the right to charge a minimum period of hire for certain types of Equipment.

### 4. Hire Charges and Other Charges

- 4.1. **Hire:** Hirer will pay Access the hire charges set out in the Hire Agreement, as well as other levies or charges that may be applicable. If the Equipment is used for more than eight hours on any given day Access may charge a double shift rate calculated as the hire rate x 2.
- 4.2. **Pricing Confidentiality:** The Hirer acknowledges that all pricing quoted by Access is for the Hirer only and must be kept confidential at all times.
- 4.3. **Other Services:** Access will, if requested by the Hirer, and only if personnel are available, attend the site for a fee and instruct the Hirer in the operation of the Equipment.
- 4.4. **Consumables and Trade Materials:** The Hirer will be liable for charges made for consumables and trade materials used at the scheduled rate.
- 4.5. **Tax and Government Charges:** The Hirer will be liable for stamp duty, GST and all other applicable taxes, duties, levies, penalties and any other government charges imposed on the Hire Agreement or in respect of the Hire Period.
- 4.6. **Environmental Disposal Levy:** The Hirer will pay the amount specified by Access in the Hire Agreement in consideration of any oil, grease or other environmental contaminants used, applied or discarded in connection with the Equipment.
- 4.7. **Credit Card Payments:** Access may impose a charge for accepting payments by credit card in the amount of 2% of the total charges that would otherwise apply.
- 4.8. **Delivery:** If the Hirer requires Access to deliver, collect or install the Equipment, the Hirer will be liable for the cost of delivery, collection or installation. Access will not be responsible for any loss or damage whatsoever caused by delays in delivery or installation or failure to deliver for any reason whatsoever, including negligence on the part of Access or its agents or employees. Access shall have the right to charge the Hirer for an additional delivery or collection fee for each occasion where the Equipment was not able to be delivered and or collected at the agreed times and location. Access is not a common carrier and does not accept the obligation or liability of common carriers. Access may refuse the handling, lifting and/or carriage of Equipment for any person in its discretion and without being bound to give reason for such refusal.
- 4.9. **Return of Equipment:** The Hirer will remain liable to be charged for the Equipment until it is returned to Access (during normal business hours). The Hirer will be charged a full day hire for the day on which the Equipment is returned by the Hirer (or collected by Access) irrespective of the time at which the Equipment is returned (or collected by Access). If Access agrees to collect the Equipment then clause 3.2 applies.
- 4.10. **Early Return of Equipment:** If the Hirer returns the Equipment before the expiry of the minimum period of hire, the Hirer will remain liable for all hire and other charges payable to Access for the minimum period of hire.
- 4.11. **Payment Due Date:** The Hirer is required to pay all fees, charges and costs that may become due and payable under the Hire Agreement within 30 days of the invoice date.

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- 4.12. **Late Payment:** Invoices sent to the Hirer's email address by Access will be deemed to have been received by the Hirer on the date that the email is sent. A late payment fee of 4% per month, compounding monthly, may be imposed. In addition, the Hirer will be liable to indemnify Access for all expenses incurred by Access in recovering any amounts which the Hirer fails to pay by the payment due date (including any commission payable to any commercial or mercantile agents and legal costs). Where an invoice remains unpaid for longer than 60 days EOM, the Hirer's trading account will be placed on stop credit. Where an invoice remains unpaid for longer than 90 days EOM, Access reserves the right for all equipment to be off-hired and removed and transported back to Access at the Hirer's cost.
- 4.13. **Set-off and application of funds:** Access may set-off against any credit owed to the Hirer any amount owing by the Hirer to Access. Any claims for credit by the Hirer shall be made within fourteen days of receiving Access' invoice. The Hirer must not withhold or make any deduction from any payment by way of set-off. The Hirer acknowledges and agrees that any payment made by the Hirer pursuant to this Agreement may be applied by Access to such outstanding moneys due to Access.
- 4.14. **Return time:** For the sake of certainty the Hirer may only return the Equipment to Access' premises during normal business hours.
- 4.15. **Rental Levy:** The Hirer will pay a 12% Rental Levy on all Hire Agreements in addition to Access' hire charges, for the purpose of covering aesthetic and incidental wear and tear, servicing, break downs and costs associated with the hire and off-hire of Equipment in accordance with the manufacturers guidelines, all relevant Australian Standards and all recommendations published by the Elevating Work Platform Association. If the hirer refuses to pay the rental levy then all costs associated with aesthetic and incidental wear and tear, servicing, break downs and costs associated with the hire and off-hire of Equipment, will be on-charged to the Hirer. The rental levy does not constitute consideration for (and the Hirer remains responsible for) loss or damage occasioned by any one or more of the following:
- damage due to misuse, abuse or overloading of the Equipment, however or any components thereof;
  - wrongful conversion of the Equipment or any components thereof;
  - loss or damage suffered due to a contravention by the Hirer of the Hire Agreement;
  - loss or damage arising from use in violation of any statutory laws and regulations;
  - damage caused. to tyres and tube by blowout, bruises, cuts or other causes inherent in the use of the Equipment;
  - glass breakage or graffiti;
  - loss or damage relating to lack of lubrication or other normal servicing of Equipment or due to a failure to comply with the cleaning and servicing instructions given by Access;
  - loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
  - loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines;
  - damage caused by exposure to any corrosive or caustic substance, such as (without limitation) cyanide, salt, water and acid;
  - theft of the Equipment or any deliberate damage of any type caused to the Equipment (whether caused by the Hirer or any third party whatsoever);
  - loss or damage to Equipment during transport, except where transported by Access;
  - loss or damage caused by the negligence of the Hirer and damage caused by paint, texture, coat, overspray, concrete, grinding, welding, gas, cutting, collision, dropping and/or impact.
- Payment of the rental levy entitles the Hirer to one set of tyres per year. If the hirer refuses payment of rental levy then tire wear will be charged on a usage basis. Tire wear will be determined by a measurement taken at the start and completion of the hire period.
- 4.16. **Extreme Worksite Levy:** The Hirer will pay a 20% Extreme Worksite Levy on all Hire Agreements in addition to Access' hire charge if Equipment is used off-shore, over water or down in under-ground mines. If the Equipment is proposed to be used off-shore, over water or down in under-ground mines, the Hirer must notify Access in writing and produce suitable evidence of insurance.
- 4.17. **After Hours Servicing and Break-downs:** Access will provide on-site servicing and break-down assistance during standard working hours or on weekends at after-hour rates. Minimum 3 hour call out charge applies.
- 4.18. **Non-Potable Water:** Where the use of non-potable water for dust suppression causes corrosion to equipment, the Hirer will be charged for refurbishment of the equipment.
- 4.19. **Cleaning:** The Hirer is responsible for all costs associated with any cleaning, painting, replacement of decals, repairs and refuelling of equipment returned to Access in an unsatisfactory condition as determined by Access.
- 5. Hirer's Hire Obligations**
- 5.1. **Possession and Use by Hirer:** The Hire Agreement is personal to the Hirer and the Hirer will not allow nor authorise any other person or entity to use, re-hire or have possession of the Equipment at any time during the Hire Period.
- 5.2. **Suitability:** Access gives no warranty that the Equipment is suitable for the Hirer's purpose.
- 5.3. **Operation of Equipment:** The Hirer warrants that at all times it will operate the Equipment in a safe manner and in accordance with the manufacturer's instructions. This includes ensuring the Equipment is operated safely by trained staff that are licensed to use the Equipment.
- 5.4 (c) return the Equipment to Access in the same good and clean condition it was in when the Hirer received it, ordinary fair wear and tear excluded. If the Hirer fails to clean the Equipment, Access will charge the cleaning cost to the Hirer.
- display, maintain all safety signs and instructions (as required by law), and ensure that all instructions and signs are observed by the operator of the Equipment;
  - ensure all persons operating the Equipment wear suitable clothing and protective equipment as required or recommended by the manufacturer or by Access;
  - ensure that no persons operating the Equipment are under the influence of drugs or alcohol;
  - conduct a job safety analysis prior to using the Equipment at a site;
  - accept responsibility for the safe-keeping of and insuring the Equipment during the Hire Period;
  - ensure that no persons carry illegal, prohibited or dangerous substances in or on the Equipment; and
  - comply with all Environmental Laws from time to time and immediately rectify any breach of an Environmental Law caused by the use of the Equipment.
- 5.4. **Cleaning and Maintenance:** The Hirer must keep the Equipment in good condition including:
- carry out daily checks, clean, fuel, lubricate and maintain the Equipment in accordance with the manufacturer's and Access' instructions at the Hirer's cost; and

(b) not in any way alter, modify, tamper with, damage or repair the Equipment.

- 5.5. **Safekeeping:** The Hirer must ensure that during the Hire Period the Equipment is stored safely and securely and is protected from theft, seizure, damage or vandalism.
- 5.6. **Alteration and Identifying Marks:** The Hirer must not alter, deface, remove or erase any notices, safety information, identifying mark, plate or number on the Equipment.
- 5.7. **Inspections:** The Hirer consents to Access inspecting the Equipment from time to time during the Hire Period. The Hirer must provide access to the Equipment and a safe place of work at the Location for Access to carry out any inspection, including as required under the Australian Standards. In addition, the Hirer may arrange a joint inspection with Access at the end of the Hire Period.
- 5.8. **Safe Loading and Transport:** The Hirer will ensure the safe loading, securing and transporting of all Equipment in accordance with all laws and manufacturer's guidelines. The Hirer and any transporting contractor must observe any safety directions advised by Access and/or manufacturer of the Equipment for its loading and safe handling.
- 5.9. **Location:** The Hirer must not remove the Equipment from the Location without first obtaining Access' written consent, which consent can be given or withheld at Access' absolute discretion.
- 5.10. **Electrical Equipment testing and tagging:** The Hirer is responsible for arranging at the Hirer's cost the testing and tagging of all electrical equipment forming part of the Equipment by the relevant manufacturer's agent in accordance with the manufacturer's instructions and the applicable Australian Standard/s and Regulatory Authority requirements. Access is able to arrange, at the Hirer's cost, for such testing and tagging of the relevant electrical equipment. Any damage caused to the Equipment resulting from incorrect testing will be at the Hirer's cost.

## 6. Equipment Breakdown

- 6.1. In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period, the Hirer must immediately cease using the Equipment, notify Access and take all steps to prevent injury and prevent further damage to the Equipment. The Hirer should not repair or attempt to repair the Equipment without written consent from Access.
- 6.2. Obligations of Access: In the event that the Equipment breaks down or becomes unsafe to use through no fault, negligence, recklessness or misuse by the Hirer or any third party who gains access to the Equipment at the Location, Access will:
- take all steps necessary to repair the Equipment soon as reasonably possible after being notified by the Hirer;
  - not impose a hire charge for that portion of the Hire Period for which the Equipment was broken down or unsafe, nor, subject to clause 13.5, the costs associated with any repair or replacement of the Equipment; and
  - not be liable for any expenditure, damages, loss or inconvenience incurred by the Hirer or any Claim made against the Hirer arising from or in any way connected with a breakdown of or a malfunction in the Equipment, no matter the cause of the breakdown or malfunction.

## 7. Lost, Stolen or Damaged Equipment

- 7.1. The Hirer is at all times responsible for the Equipment and its attached tools and accessories during the Hire Period.
- 7.2. If the Equipment is lost, stolen or damaged during the Hire Period, or if the Hirer fails to return the Equipment to Access within agreed timeframes, the Hirer will be liable for:
- any costs incurred by Access in repairing the Equipment or for the new replacement cost of the Equipment if it cannot be economically repaired; and
  - any other costs whatsoever incurred by Access as a result of the loss, theft or damage to the Equipment (including the full hire charges as set out in the Hire Agreement until the Equipment stated in clause 7.2(a) is again available for use by Access ).

## 8. Indemnities and Exclusions of Liabilities

- 8.1. The Hirer is liable for and indemnifies Access against all liability, claims, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor/client basis, determined without taxation, assessment or similar process and whether incurred or awarded against Access and any environmental loss, cost, damage or expense) arising from or incurred in connection with the Hirer's hire and use of the Equipment or its breach of the Hire Agreement.
- 8.2. **PPS Law (Personal Property Securities Act 2009 (Cth))**  
The Hirer acknowledges that this Hire Agreement is a security agreement and a PPS Lease for the purposes of the PPS Law and creates a security interest in all Equipment rented to the Hirer, as security for the Hirer's obligations to Access under this Hire Agreement.
- 8.3. The Hirer agrees to indemnify Access for any costs, commissions, fees and expenses, including legal expenses, in relation to the registration, maintenance, enforcement or discharge of a security interest.
- 8.4. The Hirer agrees to do all such things, sign and/or provide all such documents and/or provide any further information as necessary and required to enable Access to acquire a perfected security interest in all Equipment supplied by Access to the Hirer and, if applicable, a Purchase Money Security Interest.
- 8.5. The Hirer agrees to contract out of, waive or exclude such sections of the PPS Law as Access may require, to the extent that those sections are able to be excluded under the PPS law. The Hirer expressly agrees to:
- contract out of the enforcement provisions referred to in Articles 115(1)(f) to 115(1)(h), 115(1)(l) to 115(1)(n), 115(1)(p), 115(1)(q) and 115(1)(r) of the PPS Law;
  - waive their right to receive a copy of any notice or statement under Articles 157 and 175 of the PPS Law in respect of the security interest created by this Contract;
  - not sell or grant any other security interest in the Equipment rented, and
  - not change or attempt to change any document or registration made or required under the PPS Law in relation to the security interest created by this Contract without the prior written consent of Access.
- 8.6. If:
- a PPS Law applies or commences to apply to this Hire Agreement or any transaction contemplated by it, or Access determines based on legal advice that this is the case; and
  - in the opinion of Access, the PPS Law:
    - does or will adversely affect its security position or obligations; or

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(ii) enables or would enable its security position to be improved without materially adversely affecting the Hirer, Access may give notice to the Hirer to do anything (including amending this Hire Agreement or executing a new document) that in Access' reasonable opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in subclause 9.5(b)(i) above and/or improve the security position as contemplated in subclause 9.5(b)(ii) above. The Hirer must comply with the requirements of that notice within the time specified in the notice.

- 8.7. The Hirer will not lease, hire, bail or otherwise deal with ('**sub-hire**') the Equipment unless Access gives its prior written consent. Any such sub-hire must be in writing in a form acceptable to Access and must be expressed to be subject to Access' rights under this Hire Agreement. Hirer may not vary a sub-hire without the prior written consent of Access.
- 8.8. The Hirer must ensure Access is provided with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.
- 8.9. The Hirer must take all steps including registration on the PPS register as may be required to:
- ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPSA;
  - enable the Hirer to gain (subject always to the rights of Access and its related entities) first priority (or any other priority Access agrees to writing) for the security interest; and
  - enable the parties to exercise their respective rights in connection with the security interest.
- 8.10. If having completed everything reasonably practicable as required under the above clause, in the reasonable opinion of Access its security position or obligations under or in connection with this Hire Agreement have been or will be materially adversely affected, Access may by further notice to the Hirer terminate this Hire Agreement, in which case:
- this Hire Agreement will be terminated with effect from the date or time specified in the notice; and
  - the Hirer must pay to Access all monies owing to it within 30 days of that termination.

## 9. Termination

- 9.1. Access may terminate the Hire Agreement immediately by notice to the Hirer, if:
- the Hirer breaches any term of the Hire Agreement; or
  - the Hirer becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, comes under external administration, goes into receivership or ceases to carry on business.
- 9.2. Access may terminate the Hire Agreement for any other reason by giving the Hirer 2 hours' notice.
- 9.3. The right of termination is in addition to any other rights under the Hire Agreement and does not exclude any right or remedy under law or equity and the terms of this Hire Agreement (including in respect of payment of the hire charges) continue to apply until the return of the Equipment to Access (or collection by Access if agreed).

## 10. Recovery of Equipment

- 10.1. If the Hirer is in breach of the Hire Agreement or if Access has terminated this Hire Agreement, Access may take all steps necessary (including legal action) to recover the Equipment, including entering the Hirer's premises to do so and the Hirer hereby authorises Access to do so.

## 11. Remote Area Hire Conditions

### 11.1. Definitions:

"**Remote Area**" is a location in excess of 50km from nearest Access branch.

"**PMP**" is the electronically managed preventive maintenance programme operated by Access (or its agent) for all Equipment. The PMP involves regular attendance on site by Access' service personnel to conduct routine 3 monthly Equipment servicing and general maintenance requirements.

- 11.2. Unless otherwise specified in the Hire Agreement the PMP for all Equipment operating in a Remote Area will be subject to a per km charge both to and from the site at the scheduled rate per kilometre plus labour costs at the scheduled rate, per person per hour (including travelling time) plus any other direct travelling costs including airfares and accommodation (**Remote Area Travelling Charges**).
- 11.3. Multiple items of Equipment hired by the same Hirer on the one site will only be charged as "*one call out*".
- 11.4. The Hirer remains responsible for daily maintenance and care of all Equipment in its possession, including daily checking of all fluids (fuel, oil, water, battery levels etc), general tightening of any loose nuts, bolts, belts or fittings and lubrication of all grease points.
- 11.5. If the Equipment breaks down in a Remote Area, the Hirer must also pay Access the Remote Area Travelling Charges relating to any attendance to the location concerned.
- 11.6. It is the responsibility of the Hirer to provide access to site. Refusal to allow access to equipment at the specified intervals will incur charges. Equipment will be placed out of service at full charge until access is given for servicing to be completed.
- 11.7. If the Hirer requires Equipment to be serviced at intervals other than the pre-determined PMP service cycle (to align service cycles with site requirements), then the Hirer must pay all charges relating to attendance to site by a technician to complete the additional service.
- 11.8. It is the responsibility of the Hirer to provide accommodation for Remote Areas if no accommodation is available within 20 kilometres of that location.

## 12. Privacy

- 12.1. Access may collect personal information about the Hirer. The Hirer consents to Access using the Hirer's personal information to provide services to the Hirer, to fulfil administrative functions associated with these services, to enter into contracts with the Hirer or third parties, and for marketing and client relationship purposes.

## 13. Previous Editions:

- 13.1. This edition of the Terms and Conditions of Hire replaces and supersedes all of Access' previously issued Terms and Conditions of Hire.

## 14. Time of the Essence:

- 14.1. Time is to be of the essence of all obligations of the Hirer in the Hire Agreement.

## 15. Right of Refusal to Hire:

- 15.1. Access is in no way obliged to hire any Equipment to the Hirer and may refuse to hire Equipment to a Hirer at its absolute discretion.

## 16. Insurance

- 16.1. The Hirer shall effect, maintain and if requested immediately provide evidence of, the policies of insurance specified in subclauses (a) and (b) providing cover for the whole of the period of hire including any extension or continuation:

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- (a) A policy providing indemnity for physical loss, including theft and/or damage to the Equipment for the replacement value of each item of Equipment, including whilst in transit; and
- (b) A public liability policy in the usual terms which provides indemnity with respect to the operation of the Equipment to a limit of indemnity of at least \$20,000,000.

16.2. The Hirer shall ensure that each policy of insurance names Access as a named insured as owner of the Equipment.

16.3. The Hirer warrants that it shall not do anything, or fail to do anything, which would allow an insurer to refuse or reduce a claim or enforce, conduct, settle or compromise a claim without the consent of Access.

**17. Rental Levy and Environmental Disposal Levy**

17.1. The Rental Levy and Environmental Disposal Levy specified in the Delivery Docket are payable by the Hirer in addition to the other hire charges stated in the Hire Agreement. If no Rental Levy or Environmental Disposal Levy is referred to in the Delivery Docket, the Hirer acknowledges and agrees that it will be charged for and it will pay to Access the costs specific to repainting, tyre wear, description, new decals, new stickers, off-hire costs, onsite servicing, inspections, break downs, repairs, oils filters, oil disposal, all accommodation, air fares, travel per km, inductions, training and chargeable time, to be billed separately to the Hirer.

**18. Miscellaneous**

18.1. All prices quoted are exclusive of GST.

18.2. The Hire Agreement comprises the entire agreement between the parties and supersedes all previously issued Terms and Conditions. Access may at any time vary the Hire Agreement, including these Terms and Conditions of Hire by giving the Hirer 14 days' written notice.

18.3. If any part of the Hire Agreement becomes void or unenforceable, then that part will be severed but all remaining parts will continue to be in full force and effect.

18.4. This Hire Agreement is governed by the laws of Western Australia and each party submits to the exclusive jurisdiction of the courts of that State.

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