

Terms and Conditions of Sale or Supply

The following applies to and forms part of any contract for the supply of hire goods, or services, by Brisbane Bathroom Hire A.B.N. 61 28 28 513 9466, (hereinafter referred to as "the Company") to the party named in the Agreement (hereinafter referred to as "the Customer") annexed to these conditions.

All quotes are subject to these Terms and Conditions.

No quote given by the Company shall constitute an offer.

These Terms and Conditions take precedence over any terms and conditions set out in the Customer's Purchase Order, to the extent of any inconsistency.

Interpretations and Definitions

"Company" means Brisbane Bathroom Hire, its employees or agents.

"Agreement" or "Agreed" means the contract between the Company and the Customer as constituted by documentation including, but not limited to, any quotation provided by the Company, any order from the Customer, acceptance of such order by the Company and the Hire Agreement.

"Goods" means any goods or equipment as described in the Hire Agreement.

"Guaranteed Period" means the guaranteed minimum hire period as specified in the quote.

The Customer shall:

- Ensure a clear, level, defined and accessible site
- Arrange connection of all required services including power, telephone and data, water, sewer and storm-water,
- Obtain all necessary approvals and clearances from Councils and other statutory authorities,
- Comply with all relevant and applicable building laws, codes, standards and practices,
- Arrange 'tie-downs' as required – note that 'tie-downs' incur extra cost,
- Provide 24 hour access for portable toilet servicing
- Expressly agree to meet the costs for any additional works, extras or variations to the Agreement.

1. Acceptance of any order is entirely at the Company's discretion.

2. Acceptance of these Terms and Conditions by the Customer shall be deemed to have taken effect at the commencement of the hire period.

3. The hire period commences when goods leave Company premises and continues until goods are returned to Company premises or until the guarantee period ends or as otherwise specified in the Hire Agreement.

4. Hire charges are for time out, not time used, and are charged per week or part thereof.

5. Hire charges will commence on the date prescribed in the Hire Agreement as being the commencement of the hire period. Storage, transport, relocation and installation charges will apply if the Customer, for any reason, fails to take delivery on the prescribed delivery date.

6. The Customer is responsible for all costs associated with the delivery and return of goods.

7. At the end of the hire period, the Customer shall notify the Company that the goods are no longer required. The Company shall issue an 'offhire' number confirming such notification.

8. In the event of goods coming 'off-hire' prior to the due date (as per the Hire Agreement) the Company reserves the right to revert to the full list rate rather than the rate as specified for the full hire period.

9. 48 hours advance notice is required from the Customer to cancel any hire agreement. In the absence of such notice the Customer agrees to pay a Cancellation Fee which shall be the equivalent of six (6) weeks hire, being the minimum hire period. In any event, the Customer shall be responsible for, and expressly agrees to pay, the full costs of any modifications and rectifications of goods specifically prepared for the intended hire.

10. The Customer shall, at all times throughout the hire period, maintain the goods in substantial repair and condition.

11. Goods returned in other than good order and condition shall be subject to a cleaning and/or repair fee, such fee to be determined by the Company and shall be dependent upon the cost of the cleaning and/or repair.

12. If, during the hire period, goods are destroyed, damaged or rendered unserviceable, the Company may, at its discretion, terminate the agreement immediately and the Customer shall become liable for the full replacement cost (subject to Damage Protection Cover).

13. In the event of any loss or damage to goods, the Customer will notify the Company in writing within 24 hours.

14. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out all or any of its obligations under these Terms and Conditions then the Customer shall be liable for, and expressly indemnifies the Company against, any such loss, cost or damage.

15. The Company shall not be liable for any loss or damage (including consequential loss or damage) of any nature or howsoever incurred arising in relation to the Agreement.

16. The Customer agrees that all goods shall be deemed to have been received in good order and condition unless written notice indicating otherwise is received by the Company within 24 hours of delivery.

17. The Company does not warrant that goods are fit for a particular purpose and, except as otherwise stated herein, warranties relating to title, defects or conformity of goods are expressly excluded.

18. The Customer shall use the goods only in a proper manner and within the capacity for which they were designed acknowledging that the

Company gives no warranty as to the said capacity.

19. The liability of the Company to the Customer is limited to the replacement or repair of the goods, or refund of the paid price.

20. The Customer shall at all times during the hire period retain exclusive possession and control of the goods and will not give up or part with that possession and control without the express written consent of the Company.

21. Under the Agreement there is no express or implied transfer of title. Property in all goods supplied shall, at all times, remain vested in the Company. In the event that the Customer defaults in the payment of any monies due hereunder, the Company shall have the right to enter without notice upon the Customer's premises or any other premises where the goods are known to be stored to repossess the goods and for this purpose the Customer shall grant reasonable access rights and the Company shall be entitled to do all things required to secure repossession. The Customer hereby indemnifies, and agrees to keep indemnified, the Company against all liabilities, of whatever nature and howsoever incurred, arising from the Company exercising its rights hereunder.

22. Damage Protection Cover is applicable as set out in the Credit Application document.

23. Upon Acceptance of Damage Protection Cover, and in the event that rented items are damaged in circumstances including, but not restricted to, fire, storm, collision or accident, then the Company will charge the Customer an amount being the greater of \$250.00 or 25% of the full new replacement price of the effected items.

24. Damage Protection Cover does not include loss or theft, or damage as a result of negligence. Claims may require the support of a police report.

25. Damager Protection Cover is not offered in respect of Functions, Special Events or short term hires.

26. Applicants who decline the offer of Damage Protection Cover will be required to provide a copy of a Certificate of Currency of an appropriate level of insurance and to register Brisbane Bathroom Hire as an interested party on such insurance policy.

27. The Company reserves the right to display Company signage on any of its goods. Such signage shall not be removed, covered over or in any way hidden without the Company's express written approval.

28. Changes, modifications or other changes to the goods may not be undertaken without the Company's express written approval. Rectification costs, to return the goods to their original condition, will be charged to the Customer and the Customer expressly undertakes to pay all such costs.

29. Un-authorized alterations or additions to the Company's goods become the Company's property at the termination of the hire period.

30. Restoration of site or works is the sole responsibility of the Customer.

31. If the Customer is in default under any of these Terms and Conditions and should it be considered necessary by the Company to incur legal and/or other expenses, including any such expenses to any debt collection agency, in obtaining or attempting to obtain payment of any amount due by the Customer, the Customer shall be liable for such expenses. The Customer further acknowledges that those expenses will be calculated on a commission basis at a percentage rate of up to 22% of the amount owing and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency. Amounts received by the Company may be applied first against interest, charges and expenses.

32. The invalidity or unenforceability of any provision of these Terms and conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Company.