

(\*JC Hire shall indicate the entity that the Client is contracting with by ticking one or more of the tick boxes below.)

Largenlawn Pty Ltd T/A **JC Hire**  
 ABN: 67 010 861 702  
 PO Box 5147, Maroochydore QLD 4558  
 600 Bli Bli Road, Bli Bli QLD 4560  
 Phone: (07) 5441 1211  
 Email: info@jchire.com.au  
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PB & NM Young Pty Ltd T/A **JC Hire**  
 ABN: 20 469 916 825 • ACN: 076 0143 939  
 PO Box 5147, Maroochydore QLD 4558  
 100 Sugar Road, Maroochydore QLD 4558  
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## CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Hire overleaf or attached.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:			State:	Postcode:
Billing Address:			State:	Postcode:
Email Address:				
Phone No:		Mobile No:		
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>				
D.O.B.		Driver's Licence No:		
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
ABN:		ACN:		Date Established <i>(current owners)</i> :
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:				
Director Identification No:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:				
Director Identification No:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
<b>Account Terms:</b> <input type="checkbox"/> 30 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Required?		<input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF HIRE (overleaf or attached) of JC Hire which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (JC HIRE):** \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Position: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

# JC Hire - Terms & Conditions of Hire

<p><b>1. Definitions</b></p> <p>1.1 "Charges" means the cost of the hire of the Equipment (plus any GST where applicable) as agreed between JC Hire and the Client subject to clause 5 of this Contract.</p> <p>1.2 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting JC Hire to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally, and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally, and</p> <p>(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee, and</p> <p>(d) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>1.3 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.</p> <p>1.4 "Contract" means the terms and conditions contained herein, together with any quotation, Hire form, invoice or other document or amendments expressed to be supplementary to this Contract.</p> <p>1.5 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using JC Hire's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.</p> <p>1.6 "Equipment" means all equipment (including any accessories) supplied on hire by JC Hire to the Client, and where the context so permits shall include any incidental supply of services. The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by JC Hire to the Client.</p> <p>1.7 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).</p> <p>1.8 "Hire Period" means the period between the Commencement Date and the Termination Date.</p> <p>1.9 "Hire Schedule" means a document which JC Hire may require the Client to sign (or accept in a way JC Hire requires) including particulars of the Client, Equipment and Hire Period and such other information as JC Hire may decide to require.</p> <p>1.10 "JC Hire" means Lagenlaw Pty Ltd (ABN: 67 010 861 702) T/A JC Hire and/or PB &amp; NM Young Pty Ltd (ACN: 076 043 939) AT/Peter B Young Family Trust (ABN: 20 469 916 825) T/A JC Hire, its successors and assigns or any person acting on behalf of and with the authority of Lagenlaw Pty Ltd (ABN: 67 010 861 702) T/A JC Hire and/or PB &amp; NM Young Pty Ltd (ACN: 076 043 939) AT/Peter B Young Family Trust (ABN: 20 469 916 825) T/A JC Hire.</p> <p>1.11 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by JC Hire to the Client.</p> <p>1.12 "Site" means the locations at which the Equipment is to be operated.</p> <p>1.13 "Termination Date" means the date and time when the Client must return the Equipment to the possession of JC Hire.</p> <p><b>2. Acceptance</b></p> <p>2.1 The parties acknowledge and agree that:</p> <p>(a) they have read and understood the terms and conditions contained in this Contract; and</p> <p>(b) the parties have taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Equipment.</p> <p>2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.</p> <p>2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p> <p>2.4 The Client acknowledges and accepts that the hire of Equipment on credit shall not take effect until the Client has completed a credit application with JC Hire and it has been approved with a credit limit established for the account.</p> <p>2.5 In the event that:</p> <p>(a) the hire of Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, JC Hire reserves the right to refuse delivery; and</p> <p>(b) the equipment originally booked by the Client is unavailable due to breakdown, hire return, or any other reason beyond JC Hire's reasonable control, JC Hire reserves the right to supply Equipment of an equivalent or similar type and specification to fulfil the hire agreement. JC Hire will use reasonable efforts to ensure the substitute Equipment meets the Client's operational requirements.</p> <p>2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have completed with Sign-A-Rama (an Australian company registered in Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p><b>3. Errors and Omissions</b></p> <p>3.1 The Client acknowledges and accepts that JC Hire shall, without prejudice, accept no liability in respect of alleged or actual errors(s) or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by JC Hire in the formation and/or administration of this Contract; and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by JC Hire in respect of the Equipment hire and/or services.</p> <p>3.2 In circumstances where the Client places an order for the Equipment in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for the Equipment ("Client Error"). The Client must pay for all equipment orders from JC Hire notwithstanding that such equipment suffers from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Equipment. JC Hire is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.</p> <p><b>4. Change in Control</b></p> <p>4.1 The Client shall give JC Hire not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by JC Hire as a result of the Client's failure to comply with this clause.</p> <p><b>5. Charges and Payment</b></p> <p>5.1 At JC Hire's sole discretion, the Charges shall be either:</p> <p>(a) as indicated on invoices provided by JC Hire to the Client upon placement of an order for the Equipment; or</p> <p>(b) JC Hire's quoted Charges (subject to clause 5.2) which shall be binding upon JC Hire provided that the Client shall accept in writing JC Hire's quotation within twenty-eight (28) days.</p> <p>5.2 JC Hire reserves the right to change the Charges in the event of a variation to JC Hire's quotation (including, but not limited to, additional charges for rigging, assembling, installing, erecting, dismantling Equipment or where access to the Site is delayed or unavailable). Variations will be charged for on the basis of JC Hire's quotation and will be detailed in writing, and shown as variations on JC Hire's invoice. The Client shall be required to respond to any variation submitted by JC Hire within ten (10) working days. Failure to do so will entitle JC Hire to add the cost of the variation to the Charges. Payment for all variations must be made in full at the time of their completion.</p> <p>5.3 JC Hire may require the Client to pay a refundable deposit (bond) prior to the release of the Equipment, as stated in any quotation provided to the Client or as otherwise notified to the Client before an order is placed. The deposit is held as security for the Client's obligations under this Contract. JC Hire may apply the deposit towards any amounts payable beyond the Client, including unpaid hire Charges, fees, costs of repair for damage beyond fair wear and tear, reasonable cleaning or refuelling costs, replacement of lost or unreturned items, or other amounts payable under this Contract. Any balance of the deposit remaining after the Equipment is returned and inspected will be refunded to the Client within thirty (30) business days, provided the Client has complied with their obligations under this Contract. If any deductions are made, JC Hire will provide an itemised statement of those deductions. The payment of a deposit does not limit JC Hire's right to recover any further amounts payable by the Client where those amounts exceed the deposit.</p> <p>5.4 Time for payment for the Equipment being of the essence, the Charges will be payable by the Client on the date/s determined by JC Hire, which may be:</p> <p>(a) on or before delivery of the Equipment; or</p> <p>(b) thirty (30) days following the end of the month in which a statement is posted to the Client's address for notices; or</p> <p>(c) the date specified on any invoice or other form as being the date for payment; or</p> <p>(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by JC Hire.</p> <p>5.5 Payment may be made by cash, electronic funds banking, credit card (a surcharge per transaction may apply) or by any other method as agreed between the Client and JC Hire.</p>	<p>5.6 JC Hire may, in its discretion, allocate any payment received from the Client towards any invoice that JC Hire deems to be due to it at the time of receipt or at any time afterwards. On any default by the Client JC Hire may re-allocate any payments previously received and allocated. In the absence of any payment allocation by JC Hire, payment will be deemed to be allocated in such manner as preserves the maximum value of JC Hire's Purchase Money Security Interest (as defined in the PPSA) in the Equipment.</p> <p>5.7 The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by JC Hire nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify JC Hire in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as JC Hire has received the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in JC Hire placing the Client's account into default and subject to default interest in accordance with clause 20.1.</p> <p>5.8 The Client acknowledges and agrees that the Client's obligations to JC Hire for the supply of Equipment on Hire shall not cease until:</p> <p>(a) the Client has paid JC Hire all amounts owing for the hire of the Equipment; and</p> <p>(b) the Client has met all other obligations due by the Client to JC Hire in respect of all contracts between JC Hire and the Client.</p> <p>5.9 Receipt by JC Hire of any form of payment other than cash shall not be deemed to be payment until such form of payment has been honoured, cleared or recognised.</p> <p>5.10 Unless otherwise stated the Charges does not include GST. In addition to the Charges the Client must pay to JC Hire an amount equal to any GST JC Hire must pay for any supply by JC Hire under this or any other agreement for the hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Charges. In addition to any other taxes and duties that may be applicable to the Charges, except where they are expressly included in the Charges.</p> <p><b>6. Card on File and Security</b></p> <p>6.1 The Client authorises JC Hire to securely store a tokenised version of the Client's credit or debit card ("Card on File") for the purpose of processing payments and refunds in accordance with this Contract. JC Hire does not store full card numbers, and all card information is handled and stored in accordance with applicable Payment Card Industry Data Security Standard requirements and JC Hire's privacy obligations.</p> <p>6.2 Subject to this clause and acting reasonably, the Client authorises JC Hire to charge the Card on File for amounts properly payable by the Client under this Contract, including:</p> <p>(a) Hire Charges and any additional hire Charges (including late return fees);</p> <p>(b) fuel, cleaning, consumables or restoration costs, where applicable under this Contract;</p> <p>(c) theft, or damage to the Equipment (other than fair wear and tear);</p> <p>(d) reasonable repair or replacement costs;</p> <p>(e) call-out, recovery, delivery or transport charges incurred in accordance with this Contract;</p> <p>(f) fines, penalties or infringement notices incurred during the Hire Period, where the Client is legally responsible; and</p> <p>(g) any other amounts payable by the Client under this Contract that remain unpaid.</p> <p>6.3 JC Hire may process Charges during the Hire Period or within thirty (30) days after the Equipment is returned or the hire otherwise ends, to allow for inspection of the Equipment, assessment of damage, or final reconciliation of Charges.</p> <p>6.4 If a charge to the Card on File is declined or is unable to be processed, the Client remains responsible for payment of all outstanding amounts and must pay those amounts by another method promptly upon request.</p> <p>6.5 Where more than one card is held, the most recently used card for the hire will be treated as the primary Card on File, unless the Client notifies JC Hire otherwise.</p> <p>6.6 The Card on File authority is provided as a payment method only and does not limit JC Hire's right to recover amounts owing by their lawful means.</p> <p><b>7. Additional Hire Charges</b></p> <p>7.1 Additional hire Charges as set out in the Hire Schedule will apply if the Equipment is used for more than eight (8) hours per day.</p> <p>7.2 In addition to the Charges set out in the Hire Schedule, the Client shall be charged for the hire of Equipment for the full Hire Period. The Client shall continue to pay the Charges and other charges after the off-hire date if the Client has not returned the Equipment to JC Hire by the end of the Hire Period. This obligation survives termination of the hire agreement.</p> <p>7.3 Hire Charges will commence from the Hire Period and continue until the date the Client notifies JC Hire that the Equipment will be available for collection (the "Off Hire Date"). At this time, JC Hire will give the Client a number, verification that the Client's request has been received ("Off-Hire Number"). The Equipment must be available for collection by no later than the time of day at which the Client's hire commenced (e.g., if the Client's hire commenced at ten (10) am, then the Equipment must be ready for collection by no later than ten (10) am on the off-hire date), otherwise JC Hire reserves the right to charge additional hire Charges and charge a waiting time or additional labour costs, where access to the Site is delayed or unavailable at the agreed time. The off-hire date is not considered to be the Client's notice to JC Hire that the Equipment is available for collection.</p> <p>7.4 Off-Hire receipts will only be issued when the Equipment has been either collected by JC Hire or returned to JC Hire's premises, (including where the Client has contacted JC Hire for return freight of the Equipment).</p> <p><b>8. Hire Period</b></p> <p>8.1 Hire Charges shall commence from the time the Equipment departs from JC Hire's premises and will continue until the return of the Equipment to JC Hire's premises, and/or until the expiry of the Minimum Hire Period, whichever is the longer.</p> <p>8.2 Where the Client has agreed to a specific hire period or Minimum Hire Period with JC Hire and the hire period expires or is terminated, the Client acknowledges and agrees to promptly pay JC Hire for all lost hire Charges that JC Hire would otherwise have been entitled to under this Contract.</p> <p>8.3 Hire Charges shall be calculated on the following basis:</p> <p>(a) the first hour rate to apply for the Equipment shall be returned within four (4) hours from hire commencement or twenty-four (24) hourly rates shall apply;</p> <p>(b) in accordance with clause 5.1, 8.1 and 8.3(a) the minimum hire Charge may be set out in JC Hire's hire shop book from time to time for each item.</p> <p>8.4 The date upon which the Client advises of termination shall in all cases be treated as a full day, unless the Client provides otherwise in writing.</p> <p>8.5 Hire rates do not include the cost of fuel, detergents, abrasives, cutting and grinding wheels, cartridges, nails etc. These items shall be purchased at the time of hire.</p> <p>8.6 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason unless JC Hire confirms special prior arrangements in writing. In the event of Equipment breakdown or maintenance, the Client shall be liable for any hiring Charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.</p> <p><b>9. Delivery</b></p> <p>9.1 Delivery ("Delivery") of the Equipment is taken to occur at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Equipment at JC Hire's premises; or</p> <p>(b) JC Hire (or JC Hire's nominated carrier) delivers the Equipment to the Client's nominated address even if the Client is not present at the address.</p> <p>9.2 The cost of Delivery will be payable by the Client in accordance with the quotation provided by JC Hire to the Client, or as otherwise notified to the Client prior to the placement of an order for the Equipment.</p> <p>9.3 The Client acknowledges and accepts that JC Hire may charge a waiting time or additional labour where access to the Site is delayed or unavailable at the agreed time and shall be shown as a variation to the Charges in accordance with clause 5.2. Any time specified by JC Hire for Delivery of the Equipment is an estimate only and JC Hire will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Equipment to be supplied at the time and place as was arranged between both parties. In the event that JC Hire is unable to supply the Equipment as agreed, the Client shall be liable for the cost of the Equipment. The Client shall be entitled to charge a reasonable fee for re-supplying the Equipment at a later time and date, and/or for storage of the Equipment.</p> <p>9.4 In accordance with clause 9.4, if JC Hire is unable to:</p> <p>(a) complete Delivery of the Equipment as scheduled due to the Client's Site not being ready, lack of access, or changes to Delivery instructions provided by the Client; JC Hire reserves the right to charge the Client additional fees for any diversion, redelivery, waiting time, or delays incurred; and</p> <p>(b) unload or deliver the Equipment due to Work Health and Safety (WHS) restrictions, unsafe Site conditions, or the Client's failure to provide required Site inductions or access; JC Hire may charge the Client for any associated labour costs, waiting time, or redelivery fees incurred as a result of such delays or diversions.</p> <p><b>10. Risk</b></p> <p>10.1 JC Hire retains ownership of the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery.</p> <p>10.2 The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies JC Hire for all loss, theft, or damage to the Equipment whatsoever to the extent caused by the Client.</p> <p>10.3 The Client will insure, or self-insure, JC Hire's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks, and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the</p>	<p>Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.</p> <p>10.4 The Client accepts full responsibility for and shall keep JC Hire indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.</p> <p><b>11. Access and Inspection</b></p> <p>11.1 JC Hire and JC Hire's representatives have the right to enter the location at any time upon giving prior reasonable notice to the Client to inspect, maintain, repair and/or repossess the Equipment.</p> <p><b>12. Title</b></p> <p>12.1 The Equipment is and will at all times remain the absolute property of JC Hire, and the Client must return the Equipment to JC Hire upon request to do so.</p> <p>12.2 If the Client fails to return the Equipment to JC Hire as is required under this Contract or when requested to do so, then JC Hire or JC Hire's agent may (as the trustee of the Client) enter upon and into any premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, while taking reasonable care to avoid damage. Any costs incurred by JC Hire as a result of JC Hire so repossessing the Equipment shall be charged to the Client.</p> <p>12.3 The Client is not authorised to pledge JC Hire's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.</p> <p><b>13. Personal Property Securities Act 2009 ("PPSA")</b></p> <p>13.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>13.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JC Hire to the Client.</p> <p>13.3 The Client undertakes to:</p> <p>(a) identify and supply any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JC Hire may reasonably require to:</p> <p>(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii).</p> <p>(b) indemnify, and upon demand reimburse, JC Hire for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby;</p> <p>(c) not register a financing charge statement in respect of a security interest without the prior written consent of JC Hire; and</p> <p>(d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Equipment in favour of a third party without the prior written consent of JC Hire.</p> <p>13.4 JC Hire and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>13.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(4) and 134(4) of the PPSA.</p> <p>13.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>13.7 Unless otherwise agreed to in writing by JC Hire, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>13.8 The Client must unconditionally ratify any actions taken by JC Hire under clauses 13.3 to 13.5.</p> <p>13.9 Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p>13.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 13 apply as a security agreement in the form of the PPSA Personal Property Securities Act 2009, in all other matters this clause 13 will apply generally for the purposes of the PPSA.</p> <p><b>14. Security and Charge</b></p> <p>14.1 In consideration of JC Hire agreeing to supply the Equipment on hire, the Client grants to JC Hire a security interest in the Equipment (as registered by JC Hire pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Equipment on hire under this Contract and/or permit JC Hire to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).</p> <p>14.2 The Client indemnifies JC Hire from and against all JC Hire's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising JC Hire's rights under this clause.</p> <p>14.3 In the event that the Client defaults or breaches any term of this Contract and as a result a security interest is created in the Equipment, the Client is deemed insufficient by JC Hire to secure the repayment of monies owed by the Client to JC Hire, the Client hereby grants JC Hire a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and/or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p><b>15. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")</b></p> <p>15.1 The Client must inspect the Equipment on Delivery and must within twenty-four (24) hours of Delivery notify JC Hire in writing of any evident defect/damage, shortage in quantity or any other defect/damage or description or quote. The Client must notify any other alleged defect in the Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow JC Hire to inspect the Equipment.</p> <p>15.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation, the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).</p> <p>15.3 JC Hire acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>15.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, JC Hire makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. JC Hire's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>15.5 If the Client is a consumer within the meaning of the CCA, JC Hire's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>15.6 If JC Hire is required to rectify, re-supply or pay the cost of re-supplying any services or Equipment under this clause or the CCA, but is unable to do so, then JC Hire may refund any money the Client has paid for the services or Equipment but only to the extent that such refund shall take into account the value of any services or Equipment and consumables which have been provided to the Client which were not defective.</p> <p>15.7 If the Client is not a consumer within the meaning of the CCA, JC Hire's liability for any defect or damage in the services or Equipment is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by JC Hire at JC Hire's sole discretion;</p> <p>(b) limited to any warranty to which JC Hire is entitled, if JC Hire did not manufacture the Equipment; or</p> <p>(c) otherwise negated absolutely.</p> <p>15.8 Notwithstanding clauses 15.1 to 15.7 but subject to the CCA, JC Hire shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any equipment;</p> <p>(b) the Client's use of the Equipment in any way without JC Hire's written approval to do so;</p> <p>(c) the Client using the Equipment for any purpose other than that for which it was designed;</p> <p>(d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator;</p> <p>(e) the Client failing to follow any instructions or guidelines provided by JC Hire; or</p> <p>(f) fair wear and tear, any accident, or act of God.</p> <p><b>16. Client's Responsibilities</b></p> <p>16.1 The Client shall:</p> <p>(a) satisfy itself at commencement that the Equipment is suitable for its purposes;</p> <p>(b) notify JC Hire immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;</p> <p>(c) ensure that the equipment as is required by JC Hire (including, but not limited to, maintaining (where applicable) water, oil and fluid levels, hydraulic hoses and tyre pressures);</p> <p>(d) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by JC Hire or posted on the Equipment;</p> <p>(e) ensure that:</p>
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# JC Hire - Terms & Conditions of Hire

<p>(i) all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to JC Hire upon request;</p> <p>(ii) the operator of any Equipment is not under the influence of alcohol or any drug that may impair their ability to operate the Equipment;</p> <p>(iii) all reasonable care is taken by the driver in handling and/or parking the Equipment and that the Equipment is left locked and/or securely stored when not in use.</p> <p>(f) be liable for any parking or traffic infringement, impoundment, towage and storage costs incurred during the hire period and will supply relevant details as requested by the Police and/or JC Hire relating to any such matters or occurrences;</p> <p>(g) comply with all work health and safety laws relating to the Equipment and its operation;</p> <p>(h) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted to JC Hire;</p> <p>(i) refuel the Equipment prior to its return from hire. In the event the Equipment needs to be refuelled upon its return from hire then the costs of refuelling shall be charged to the Client in addition to the costs of the Equipment hire;</p> <p>(j) keep the Equipment in their own possession and control and shall not assign the benefit of the Hire Contract to any other party; and</p> <p>(k) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work; and</p> <p>(l) indemnify and hold harmless JC Hire in respect of all claims arising out of the Client's use of the Equipment.</p>	<p>(d) has been caused by the Client's failure to use the Equipment for its intended purpose or in accordance with JC Hire's instructions or the manufacturer's instructions;</p> <p>(e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, dams, pools, wharves, bridges or vessels of any kind;</p> <p>(f) has been caused by a lack of lubrication or a failure to properly service or maintain the Equipment;</p> <p>(g) has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;</p> <p>(h) has been caused by the overloading of the Equipment or any components thereof;</p> <p>(i) is to motors or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical Equipment;</p> <p>(j) is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc;</p> <p>(k) is caused by vandalism;</p> <p>(l) is to tyres or tubes; or</p> <p>(m) is to windcreens, mirrors, glass, or perspex.</p> <p><b>Cancellation</b> Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply of Equipment on hire to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party shall be liable for any costs associated with a party suspending/cancelling the Contract under this clause 19.1.</p> <p>If JC Hire, due to reasons beyond JC Hire's reasonable control, is unable to deliver any Equipment to the Client, JC Hire may cancel any Contract to which these terms and conditions apply or cancel Delivery of the Equipment at any time before the Equipment are delivered by giving written notice to the Client. On giving such notice, JC Hire shall repay to the Client any money paid by the Client for the Equipment to be hired. JC Hire shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>The Client may cancel Delivery of the Equipment by written notice:</p> <p>(a) if cancellation occurs within twenty-four (24) hours of the scheduled Delivery time, the Client shall be liable to pay one (1) full day's hire fee as a cancellation charge; and</p> <p>(b) if cancellation occurs earlier than twenty-four (24) hours before the scheduled Delivery time, no cancellation fee shall apply.</p> <p>Any deposit paid under clause 5.3 shall be refunded in full provided the Client has complied with their obligations under this Contract otherwise agreed in writing.</p>	<p>insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by JC Hire.</p> <p>The Client agrees that JC Hire may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Client; and/or</p> <p>(b) to notify other credit providers of a default by the Client; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.</p> <p>The Client consents to JC Hire being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by JC Hire for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Equipment; and/or</p> <p>(b) the use of GPS tracking and telematics systems on JC Hire's Equipment to collect data relating to the Equipment's location, movement, and usage. This information may be used by JC Hire for purposes including, but not limited to, security, operational efficiency, billing accuracy, and compliance with safety requirements; and/or</p> <p>(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Equipment; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(e) enabling the collection of amounts outstanding in relation to the Equipment.</p> <p>JC Hire may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report; and/or</p> <p>(b) allow the CRB to create or maintain a credit information file about the Client including credit history.</p> <p>The information given to the CRB may include:</p> <p>(a) Personal Information as outlined in 22.3 above;</p> <p>(b) name of the credit provider and that JC Hire is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults (provided JC Hire is a member of an approved OAC External Disputes Resolution Scheme) overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and JC Hire has been paid or otherwise discharged in full; and</p> <p>(g) information that the Client is not satisfied with the resolution provided; and</p> <p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>The Client shall have the right to request (by e-mail) from JC Hire:</p> <p>(a) a copy of the Personal Information about the Client retained by JC Hire and the right to request that JC Hire correct any incorrect Personal Information; and</p> <p>(b) that JC Hire does not disclose any Personal Information about the Client for the purpose of direct marketing.</p> <p>JC Hire will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting JC Hire via e-mail. JC Hire will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a>.</p>
<p>16.2 The Client shall not:</p> <p>(a) alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;</p> <p>(b) exceed the recommended or legal load and capacity limits of the Equipment (including the recommended number of passengers (if applicable));</p> <p>(c) carry Equipment over water without the prior written permission of JC Hire;</p> <p>(d) use or carry any illegal, prohibited or dangerous substance in or on the Equipment;</p> <p>(e) use unsuitable electric leads; or</p> <p>(f) fix any Equipment in such a manner as to make it legally a fixture forming part of any freehold.</p> <p>16.3 Immediately on request by JC Hire the Client will pay:</p> <p>(a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to JC Hire;</p> <p>(b) all costs incurred in cleaning the Equipment including contamination (e.g. concrete, slurry, paint, mud, chemicals, plaster etc.); and/or</p> <p>(c) all costs of repairing any damage caused by:</p> <p>(i) the ordinary use of the Equipment;</p> <p>(ii) the negligence of the Client or the Client's agent; or</p> <p>(iii) vandalism, or (in JC Hire's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client;</p> <p>(d) the cost of fuels and consumables provided by JC Hire and used by the Client; and</p> <p>(e) missing accessories or attachments (e.g. buckets, hoses, tools, keys, straps, augers) which are separately chargeable in the event these items are not returned; and</p> <p>(f) any:</p> <p>(i) lost hire fees JC Hire would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;</p> <p>(ii) costs incurred by JC Hire in picking up and returning the Equipment to JC Hire premises or to the Client's premises or to the location where it was originally agreed that the Client would do so; and/or</p> <p>(iii) insurance excess payable in relation to a claim made by either the Client or JC Hire in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or JC Hire's.</p>	<p>19.1</p> <p>19.2</p> <p>19.3</p> <p>19.4</p> <p>20.0</p> <p>20.1</p> <p>20.2</p> <p>20.3</p> <p>20.4</p> <p>20.5</p> <p>20.6</p> <p>20.7</p> <p>20.8</p> <p>20.9</p> <p>20.10</p> <p>20.11</p> <p>20.12</p> <p>20.13</p> <p>20.14</p> <p>20.15</p> <p>20.16</p> <p>20.17</p> <p>20.18</p> <p>20.19</p> <p>20.20</p> <p>20.21</p> <p>20.22</p> <p>20.23</p> <p>20.24</p> <p>20.25</p> <p>20.26</p> <p>20.27</p> <p>20.28</p> <p>20.29</p> <p>20.30</p> <p>20.31</p> <p>20.32</p> <p>20.33</p> <p>20.34</p> <p>20.35</p> <p>20.36</p> <p>20.37</p> <p>20.38</p> <p>20.39</p> <p>20.40</p> <p>20.41</p> <p>20.42</p> <p>20.43</p> <p>20.44</p> <p>20.45</p> <p>20.46</p> <p>20.47</p> <p>20.48</p> <p>20.49</p> <p>20.50</p> <p>20.51</p> <p>20.52</p> <p>20.53</p> <p>20.54</p> <p>20.55</p> <p>20.56</p> <p>20.57</p> <p>20.58</p> <p>20.59</p> <p>20.60</p> <p>20.61</p> <p>20.62</p> <p>20.63</p> <p>20.64</p> <p>20.65</p> <p>20.66</p> <p>20.67</p> <p>20.68</p> <p>20.69</p> <p>20.70</p> <p>20.71</p> <p>20.72</p> <p>20.73</p> <p>20.74</p> <p>20.75</p> <p>20.76</p> <p>20.77</p> <p>20.78</p> <p>20.79</p> <p>20.80</p> <p>20.81</p> <p>20.82</p> <p>20.83</p> <p>20.84</p> <p>20.85</p> <p>20.86</p> <p>20.87</p> <p>20.88</p> <p>20.89</p> <p>20.90</p> <p>20.91</p> <p>20.92</p> <p>20.93</p> <p>20.94</p> <p>20.95</p> <p>20.96</p> <p>20.97</p> <p>20.98</p> <p>20.99</p> <p>21.00</p>	<p>21.01</p> <p>21.02</p> <p>21.03</p> <p>21.04</p> <p>21.05</p> <p>21.06</p> <p>21.07</p> <p>21.08</p> <p>21.09</p> <p>21.10</p> <p>21.11</p> <p>21.12</p> <p>21.13</p> <p>21.14</p> <p>21.15</p> <p>21.16</p> <p>21.17</p> <p>21.18</p> <p>21.19</p> <p>21.20</p> <p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>
<p>17. <b>Long Distance Maintenance and Breakdowns</b></p> <p>17.1 This clause 17 applies should the Client hire Equipment for use at a long-distance location.</p> <p>17.2 Scheduled services for all Equipment located at a long-distance location will be subject to a per kilometre charge both to and from the premises nominated by the Client. There will be no charge for the first fifty (50) km either way.</p> <p>17.3 Scheduled services for multiple items of Equipment which are located at the long-distance location will only be charged as one call out.</p> <p>17.4 The Client remains responsible for maintenance and care of all Equipment in accordance with clause 16, including, but not limited to, checking all fluids (fuel, oil, water, battery levels, waste tanks etc.), checking of all hoses (hydraulic, fuel and water), general tightening of any loose nuts, bolts, belts or fittings and lubrication of all grease points.</p> <p>17.5 If the Equipment breaks down at a long-distance location, the Client will pay JC Hire the cost of assistance to return the Equipment to the Client's premises or to any other costs payable under this Contract and shall be shown as a variation as per clause 5.2.</p>	<p>21.01</p> <p>21.02</p> <p>21.03</p> <p>21.04</p> <p>21.05</p> <p>21.06</p> <p>21.07</p> <p>21.08</p> <p>21.09</p> <p>21.10</p> <p>21.11</p> <p>21.12</p> <p>21.13</p> <p>21.14</p> <p>21.15</p> <p>21.16</p> <p>21.17</p> <p>21.18</p> <p>21.19</p> <p>21.20</p> <p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>	<p>21.01</p> <p>21.02</p> <p>21.03</p> <p>21.04</p> <p>21.05</p> <p>21.06</p> <p>21.07</p> <p>21.08</p> <p>21.09</p> <p>21.10</p> <p>21.11</p> <p>21.12</p> <p>21.13</p> <p>21.14</p> <p>21.15</p> <p>21.16</p> <p>21.17</p> <p>21.18</p> <p>21.19</p> <p>21.20</p> <p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>
<p>18. <b>Damage Waiver</b></p> <p>18.1 The hire charge may include a charge for the damage waiver. The damage waiver is charged at per cent (10%) of the value of the total hire costs. Damage waiver is not insurance but is an agreement by JC Hire to limit the Client's liability in certain circumstances for loss, theft, or damage to the Equipment to an amount called the damage waiver excess fee. The damage waiver excess fee is explained in clause 18.5 notwithstanding the limitations set out in clause 16.</p> <p>18.2 For the purpose of this clause the term "Equipment" does not include any tools, accessories, parts, grease guns, hoses, electrical cords, lights, light globes, and all similar accessories, ground engaging tools, tracks, tyres, windcreens, mirrors, glass, and perspex.</p> <p>18.3 The Client is not required to pay the damage waiver fee from the date the Client produces a certificate of currency for an appropriate policy of insurance that covers loss, theft, or damage to the Equipment during the hire period for an amount not less than the replacement value of the Equipment. For the avoidance of any doubt, the Client is liable to pay the damage waiver fee for that portion of the hire period where a certificate of currency required pursuant to the clause remains outstanding ("Uninsured Period") and the Client is not entitled to any credit and/or reimbursement of the damage waiver fee charged and/or paid that relates to the Uninsured Period. The Client is responsible for any excess and any other costs associated with the Client's insurance and the Client is responsible for any shortfall in repair or replacement costs of the Equipment following payment of any amount received under the Client's insurance, including any loss JC Hire suffers as a result of not being able to hire the Equipment.</p> <p>18.4 Where the Client has paid the damage waiver fee, JC Hire will waive its right to claim against the Client for loss, theft, or damage to the Equipment if:</p> <p>(a) for theft, the Client has promptly reported the incident to the police and provided JC Hire with a written police report;</p> <p>(b) the Client has co-operated with JC Hire in providing information, photos, statements or police reports where required for theft, damage or insurance matters; and</p> <p>(c) the loss, theft or damage does not fall into one or more of the circumstances set out in clause 16.</p> <p>18.5 The damage waiver excess per item of Equipment is the amount calculated as follows:</p> <p>(a) replacement – where the Equipment is lost, stolen, or damaged beyond repair:</p> <p>(i) subject to clause 18.5(a)(ii), the damage waiver excess fee per item of Equipment that is lost, stolen, or damaged beyond repair, will be the amount equal to the greater of:</p> <p>A. five hundred (\$500.00) Australian Dollars + GST; or</p> <p>B. ten percent (10%) of the new replacement cost;</p> <p>(ii) where the new replacement cost is less than five hundred (\$500.00) Australian Dollars, the damage waiver excess fee will be an amount equal to the new replacement cost.</p> <p>(b) repair – where the Equipment is partially damaged and can be repaired:</p> <p>(i) subject to clause 18.5(b)(ii), the damage waiver excess fee per item of Equipment that is partially damaged and can be repaired will be the amount equal to the greater of:</p> <p>A. five hundred (\$500.00) Australian Dollars + GST; or</p> <p>B. ten percent (10%) of the new replacement cost;</p> <p>(ii) where the new replacement cost is less than five hundred (\$500.00) Australian Dollars, the damage waiver excess will be an amount equal to the lesser of the repair cost and the new replacement cost.</p> <p>18.6 Even if the Client has paid the damage waiver fee, JC Hire will not waive its rights to claim against the Client for loss, theft or damage to the Equipment and the damage waiver will not apply if the loss, theft, or damage has arisen from anything referred to in clause 16 or if the loss, theft or damage:</p> <p>(a) has arisen as a result of the Client's breach of a clause of this Contract;</p> <p>(b) has been caused by the Client's negligent act or omission;</p> <p>(c) has arisen as a result of the Client's use of the Equipment in violation of any laws;</p>	<p>21.01</p> <p>21.02</p> <p>21.03</p> <p>21.04</p> <p>21.05</p> <p>21.06</p> <p>21.07</p> <p>21.08</p> <p>21.09</p> <p>21.10</p> <p>21.11</p> <p>21.12</p> <p>21.13</p> <p>21.14</p> <p>21.15</p> <p>21.16</p> <p>21.17</p> <p>21.18</p> <p>21.19</p> <p>21.20</p> <p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>	<p>21.01</p> <p>21.02</p> <p>21.03</p> <p>21.04</p> <p>21.05</p> <p>21.06</p> <p>21.07</p> <p>21.08</p> <p>21.09</p> <p>21.10</p> <p>21.11</p> <p>21.12</p> <p>21.13</p> <p>21.14</p> <p>21.15</p> <p>21.16</p> <p>21.17</p> <p>21.18</p> <p>21.19</p> <p>21.20</p> <p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>