



Civilpro Pty Ltd

ABN: 82 098 165 729

AGREEMENT FOR HIRE - TERMS AND CONDITIONS

Customer: _____

Equipment Description:

Evidenced by the signature below, I/We certify that I/We have read, understood and accept the terms and conditions contained herein and I am/We are authorized to sign this Agreement for hire with Civilpro Pty Ltd ABN 82098165729 ("Civilpro") for and on behalf of the Customer and further acknowledge that the Agreement for hire contains all the terms and conditions for the hire of the equipment and shall bind the Customer and my/our successors and assigns. Where there is more than one signatory each shall be jointly and severally liable under these Agreement for Hire -Terms and Conditions.

1. Interpretation of Words in this Agreement;

Commencement – The latter of the date of the approval of credit as recorded on Application for Credit for the Hire of the Equipment or the time of the actual loading of the Equipment by Civilpro for delivery to the Customer.

Equipment – The items, tools, Motor Vehicles (including accessories) described and referenced in the Customers Quote from Civilpro and the subject of the hire to the Customer,(evidenced by the return of the quote duly signed by the Customer).

Hire Period – The period from Commencement until the Equipment is returned to Civilpro.

Equipment Hire Rate – The rate for hire of the Equipment shall be as recorded in the Equipment Quote of Civilpro, for the hire of the Equipment by the Customer.

2. Payment by the customer to Civilpro

2.1 On or before Commencement , the Customer will pay the Equipment Hire Rate and effect all insurance for the full value of the equipment against all risks and thereafter payment terms are net 30 days from the end of the month in which the Equipment is invoiced to the Customer.

2.2 Immediately on request by Civilpro, the Customer will pay;

(a) the new list price of any Equipment which is for whatever reason not returned to Civilpro.

(b) all costs incurred in cleaning the Equipment,

(c) all costs of repairing any damage caused by any of , the ordinary use of the Equipment, the negligence of the Customer or the Customer's agent, vandalism, or arising from any act or neglect whatsoever .

(d) the amount not covered or paid by the insurance of the Customer

(e) stamp duties, Goods and Services Tax, any other taxes or duties and all tolls fines, penalties, levies or charges payable in respect of this Agreement and the Equipment hiring,

(f) all costs incurred by Civilpro in delivering and recovering possession of the Equipment,

(g) a late payment fee calculated daily at 10% per month on all unpaid Equipment hire rates or costs of Civilpro due under this Agreement,

(h) the cost of fuels, and consumables provided by Civilpro and used by the Customer,

(i) any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Customer to pay any Hire rate or cost when due,

(j) all costs repairing or replacing tyres, including road service.

3. Other Obligations of the Customer

The Customer will;

- 3.1 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether or not supplied by Civilpro, or posted on the Equipment.
- 3.2 Satisfy itself at and all times following Commencement that the Equipment is suitable for its purposes and that the Equipment is compliant in all respects with all regulations and requirements for its operation or continuation thereof.,
- 3.3 Indemnify Civilpro for all damage caused to persons and property in relation to the Equipment and its operation and have insurance to cover any legal liabilities incurred as a result of the use of the Equipment,
- 3.4 Ensure that all persons preparing for operation, 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,
- 3.5 Comply with all occupational health and safety laws relating to the Equipment and its operation,
- 3.6 Safety secure all items loaded in or on the Equipment or in or on the Customer's vehicle,
- 3.7 Operate the Equipment in only an approved manner.

The Customer agrees it will NOT;

- 3.8 Tamper with, damage or repair the Equipment,
- 3.9 Lose possession of the Equipment,
- 3.10 Rely upon any representation relating to the Equipment or its operation other than those contained in this Agreement,
- 3.11 Allow any person to drive a Motor vehicle with the Equipment if the person;
 - (a) does not hold an unrestricted licence to drive that class of Motor Vehicle or (b) is affected by drugs and/or alcohol.
- 3.12 Exceed the recommended or legal load and capacity limits of the Equipment,
- 3.13 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment,
- 3.14 Travel outside the State where the Equipment is hired unless Civilpro approves the destination.

4. Customer not to Claim Damages

The Customer indemnifies and holds harmless Civilpro for any loss or damage arising from the Equipment hire and/or its use and further expressly agrees it cannot recover from Civilpro compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or the use of the Equipment.

5 Breach of Hire Agreement by Customer

If the Customer breaches any clause whatsoever of this Agreement, or becomes bankrupt, insolvent or ceases business, then:

- 5.1 Civilpro shall be entitled to
 - (a) terminate this Agreement, and/or
 - (b) sue for recovery of the Equipment hire Rates and costs, and/or
 - (c) repossess the Equipment (and is authorized to enter the Customer's premises to do so);
- 5.2 The Customer remains liable for and must pay for any repairs to the Equipment.
- 5.3 This Agreement for Hire regulates 'security interest' under the *Personal Property Securities Act 2009* (Cth) (as amended) (PPSA).
- 5.4 At Commencement, if Civilpro does not have PPSA registration of a perfected first priority security interest in the PPS Lease (as defined in PPSA) for Equipment, the Hire Period, (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) may not cumulatively exceed:
 - (a) 90 days in the case of Equipment described by serial number in a PPSA registration; or
 - (b) one year in any other case.
- 5.5 Civilpro may register its security interest in the Equipment. The Customer must do all acts and things which Civilpro requires to:
 - (a) ensure that Civilpro's security interest is enforceable and perfected under PPSA;
 - (b) enable Civilpro to gain first priority (or any other priority agreed to by Civilpro in writing) for its security interest; and
 - (c) enabling Civilpro to exercise all rights its under the security interest.
- 5.6 The rights of Civilpro under this Agreement for Hire are in addition Civilpro's rights under other law and Civilpro may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it Civilpro security interest will attach to proceeds.

5.7 To the extent that Chapter 4 of PPSA applies to any security interest under this Agreement for Hire, the following provisions of the PPSA by operation of section 115 are not included

- (a) section 95 (Secured party must give notice of removal of accesssion);
- (b) section 96 (When person with an interest in the whole may retain accesssion);
- (c) section 121(4) (Enforcement of security interest in liquid assets – notice to grantor);
- (d) section 125 (Obligations to dispose of or retain collateral);
- (e) section 123(2) (Requirement to give notice to seize property);
- (f) section 125 (Obligation to dispose of or retain collateral);
- (g) section 129(2) and 129(3);
- (h) section 130 (notice of disposal to the extent it requires notice to grantor);
- (i) section 132(3) (d) (contents of statement of account after disposal);
- (j) section 132(4) (statement of account if no disposal);
- (k) section 135 (notice of retention);
- (l) section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).

5.8 following provisions of the PPSA are included by operation of section 115:

- (a) section 123 (seizing collateral);
- (b) section 126 (apparent possession);
- (c) section 128 (secured party may dispose of collateral);
- (d) section 129(1) (disposal by purchase); and section 134(1) (retention of collateral).

In addition to Civilpro's rights in these sections of PPSA, if the Customer defaults, Civilpro has the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of that Equipment, as additional and independent rights, under this Agreement for Hire. The Customer agrees that Civilpro may deal with and dispose of Equipment in any manner it sees fit including, but not limited to by private or public sale, lease or licence.

5.9 The Customer waives any right to receive a verification statement in relation to registration events in respect of Equipment defined as commercial property under section 157 of the PPSA.

5.10 Civilpro and the Customer agree not to disclose information under section 275(1) of the PPSA. The Customer must do everything necessary to ensure that section 275(6)(a) of the PPSA continues to apply to this Agreement for Hire. The agreement in this clause 5.8 is made solely to grant Civilpro the benefit of section 275(6)(a). Civilpro is not liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this clause.

5.11 The Customer must not dispose of or purport to dispose of, or create or purport to create or permit to be created 'security interest' (as defined in PPSA) unless Civilpro first consents in writing which consent may be withheld in its sole discretion.

5.12 The Customer must not lease, hire, bail or part with possession ('sub-hire') of the Equipment to anyone else unless Civilpro (in its sole discretion) first consents in writing. Any sub-hire must be in writing on terms acceptable to Civilpro and must be expressed to be subject to the rights of Civilpro under this Agreement for Hire. The Customer may not vary a sub-hire unless with the prior written consent of Civilpro, which may be withheld in its absolute discretion.

5.13 At all times, the Customer must provide Civilpro with up-to-date information about any 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. The information must be provided within 6 weeks of a request for it from Civilpro.

5.14 The Customer must take all steps including registration under PPSA as may be required to:

- (e) ensure that any security interest arising under or in respect of a sub-hire is enforceable, perfected and otherwise effective under the PPSA;
- (f) enable the Customer to gain (subject to the rights of Civilpro) first priority (or any other priority as agreed by Civilpro in writing) for the security interest; and
- (g) enable Civilpro and the Customer to exercise their respective rights in connection with the security interest.

5.15 To assure performance of obligations under this Agreement for Hire, the Customer gives Civilpro an irrevocable power of attorney to do all things Civilpro considers the Customer is required to do under this Agreement for Hire.

5.16 Civilpro may recover from Customer costs it incurs of doing anything under this clause 5, including registration fees.

6. No Warranties

All warranties and conditions are excluded to the full extent permitted by law and Civilpro's only obligation resulting from a breach by it of any condition or warranty is to the extent and in accordance with these terms.

7. Additional Customer Responsibilities.

You are responsible for the Equipment until it is back in the possession of Civilpro, even after obtaining a Customer Pick Up Number.

You are responsible for loss or theft of the Equipment,

Daily level checks of Oil and Water is the Customers responsibility, Engine damage resulting from low water or oil is the Hirers responsibility (providing damage was not the result of an engine defect which is acknowledged and covered by the Engine manufacturer).

Executed for and on behalf of

by its duly appointed officer with delegated authority to execute this document on behalf of the company.

Signature of Authorised Officer

Name of Authorised Officer (print)

Signature of Witness

Position of Authorised Officer (print)

Name of Witness (print)

Date