

KENNARDS HAVE THE RIGHT TO WITHDRAW CREDIT OR VARY THE CUSTOMER'S CREDIT LIMIT AT ANY TIME AND WITHOUT REASON.

INTERESTS AND COSTS:

Accounts are due and payable within thirty (30) days of the end of the month of invoice. Credit may be cancelled/suspended without notice if accounts are not paid by the due date. A late payment fee of 10% per month calculated daily may be charged for overdue accounts.

The hirer will pay to Kennards any commissions, legal costs or expenses paid by Kennards to its Mercantile or Collection Agents and/or Lawyers in relation to the collection of any moneys owed to Kennards that are not paid within the terms of credit provided.

PLEASE SIGN BOTH **A & **B****

A ACKNOWLEDGEMENT AND AUTHORISATION:

1. By signing this application below I/We agree to be bound by the Hire Agreement Conditions as received with this document.
2. In accordance with the Privacy Act (1988), I/We authorise Kennards Hire Pty Ltd and its related bodies corporate (as defined in the Corporations Law), to exchange with credit providers, credit reporting agencies and credit providers named in reports as obtained through those agencies, information about me/our personal credit, commercial activities or commercial credit worthiness.
3. I/We state that the information provided by me/us is accurate, true and correct.
4. I/We confirm that I/We are authorised by the applicant to enter into this contract and bind the applicant to the supplier.

Dated this: _____ of _____ 20____ Position: _____

Name: _____ Signature: _____

IF YOUR COMPANY IS NOT PUBLICLY LISTED OR A GOVERNMENT OWNED ENTITY YOUR DIRECTORS MUST SIGN THE GUARANTEE. THE ONLY EXCEPTION IS IF YOU CHOOSE TO PAY BY DIRECT PAYMENT OPTION VIA YOUR BANK ACCOUNT OR CREDIT CARD.

B YOUR GUARANTEE:

I/We being the Guarantor(s) of the Customer request Kennards to enter into hire agreements from time to time with the Customer (Hire Agreements), and in consideration of Kennards so doing I/We hereby jointly and severally guarantee to Kennards the due satisfaction by the Customer of all its obligations under this credit application or any Hire Agreements. I/We shall be principal debtors to Kennards, and agree that this guarantee shall not be in any way affected by Kennards granting time or other indulgence to the Customer and that this guarantee will bind me/us to make payment of any amount outstanding under this credit application or any such Hire Agreement.

HIRE AGREEMENT:

The Customer and the Directors of the Customers agree that all equipment hired by the Customer from Kennards will be hired on the terms and conditions of the Hire Agreement attached, unless for any hire an alternative written agreement is executed by the Customer.

JOINT AND SEVERAL:

An agreement, representation or warranty on the party of two or more persons binds them jointly and severally.

An agreement, representation or warranty for the benefit of two or more persons is for the benefit of them jointly and severally.

Dated this: _____ of _____ 20____

Names and signature(s) of all Guarantor(s):

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

3. Name: _____ Signature: _____

Witness Name: _____ Witness Signature: _____

VEHICLE COVER PLUS:

We are pleased to advise you of our latest product, which is designed to reduce your liability in the unfortunate instance of damage to our vehicle whilst on hire. As you can see from the details below, by taking advantage of this optional cover, savings of up to \$2700 can be made.

Two very important features of this optional cover are:

1. Damage to the pan above the cab height on our vans/pantechs is included in the Cover, and
2. Theft of a Kennards Hire vehicle is included in the Cover.

Without taking up the option of Vehicle Cover Plus, these two items are the hirer's full responsibility.

OPTION DETAILS	DRIVERS OVER 25 YEARS	DRIVER UNDER 25 YEARS
Vehicle Cover Plus Daily Charge	\$30.00	\$35.00
Excess Liability - Car Licence Vehicles	\$550.00	\$1500.00
Excess Liability - Truck Licence Vehicles	\$950.00	\$1500.00
Without Vehicle Cover Plus excess liability is	\$3250.00	\$4000.00

As part of our aim to "make your job easy", we intend to keep our invoicing of vehicles hired as simple as possible. After considering the above details, please tick one of the boxes below to advise as to whether you accept or decline this damage or theft waiver offer. Declining the offer will result in the option being unavailable on all vehicles hired on your account.

ACCEPT **DECLINE**

Should the Vehicle Cover Plus option be declined, I confirm that this optional cover will therefore not be available, nor charged, on any vehicle hire invoices on my account.

Dated this: _____ of _____ 20____ Position: _____

Name: _____ Signature: _____

HIRE CONTRACT CONDITIONS

NOTE TO CUSTOMER – These Hire Contract Conditions are subject to change by Kennards without notice from time to time.

1. Interpretation of Words in this Agreement;

Commencement - The latter of the date on the Hire Contract or the time of delivery of the Equipment to the Customer.

Equipment - The equipment, tools, and Motor Vehicles (including accessories) hired to the Customer.

Hire Charge – The amounts shown on the Hire Contract payable by the Customer to hire the Equipment.

Hire Period - The period from Commencement until the Equipment is returned to Kennards.

NOTE TO CUSTOMER: You are responsible for the Equipment until it is back in the possession of Kennards, even after obtaining a Customer Pick Up Number.

Kennards - The Companies listed on the Hire Contract.

Kilometre Charge - The amount payable for the kilometres that a Motor Vehicle has, in the reasonable opinion of Kennards, travelled during the Hire Period.

Motor Vehicle - A truck or utility but not any other equipment such as a scissor lift, trailer or bobcat.

2. Kennards Obligations

Kennards will;

- 2.1 allow the Customer to take and use the Equipment until it is due back;
- 2.2 provide the Equipment to the Customer clean and in good working order;
- 2.3 re-supply or repair the Equipment if it fails to operate properly;
- 2.4 collect the Equipment within 5 days of being requested to do so by the Customer and issuing to the Customer a Customer Pick Up Number.

NOTE TO CUSTOMER: You must return the Equipment when due back unless you obtain a Customer Pick Up Number from Kennards.

3. Payments by the Customer to Kennards

- 3.1 On or before Commencement (or as provided in the Customer's Credit Application with Kennards), the Customer will pay the Hire Charge.
- 3.2 Immediately on request by Kennards, the Customer will pay;
 - (a) the new list price of any Equipment which is for whatever reason not returned to Kennards (**NOTE TO CUSTOMER: Subject only to clauses 4.3 and 4.4 of this Contract, You are responsible for loss or theft of the Equipment**),
 - (b) all costs incurred in cleaning the Equipment,
 - (c) the full cost of repairing any damage to the Equipment, subject only to section 4 of this Contract,
 - (d) stamp duties, Goods and Services Tax, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Customer's use of the Equipment,
 - (e) all costs incurred by Kennards in delivering and recovering possession of the Equipment,
 - (f) a late payment fee calculated daily at 10% per month on all amounts owing by the Customer not paid on time,
 - (g) the Kilometre Charge, and any additional Hire Charges,
 - (h) the cost of fuels and consumables provided by Kennards and not returned by the Customer,
 - (i) any expenses and legal costs (including commission payable to a commercial agent) incurred by Kennards in enforcing this Contract,
 - (j) all costs of repairing or replacing tyres, including road service,
 - (k) if any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract.
- 3.3 Without limiting the ability of Kennards to recover all amounts owing to it, the Customer authorises Kennards to charge any amounts owing by the Customer to any credit card, details of which are provided to Kennards.

4. Damage Waiver

- 4.1 Damage Waiver is not insurance, but is an agreement by Kennards that the Customer's liability for damage to the Equipment can be limited **in some circumstances only**, to an amount called the Damage Waiver Excess.
- 4.2 A Basic Damage Waiver Fee is included in the Hire Charge. For Motor Vehicles, the Damage Waiver Excess is shown on the Hire Contract. For all other Equipment, the Damage Waiver Excess is the actual recovery and repair cost of the Equipment, or 10% of the current replacement cost of the Equipment, whichever is the lesser amount.

BASIC DAMAGE WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY in the following circumstances;

 - (a) where the Equipment is lost or stolen; or
 - (b) where the Customer has breached any clause of this Contract; or
 - (c) where the damage is caused by the negligence of the Customer or the Customer's agent; or
 - (d) where the damage is caused by vandalism, or in Kennards reasonable opinion in any way whatsoever other than by the ordinary use of the Equipment by the Customer;
 - (e) where the damage is caused by a collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object whatsoever due to insufficient clearance;
 - (f) where the damage is to or caused by a truck mounted loading device;
 - (g) where the damage is to tyres;
 - (h) where the damage is caused while the Equipment is being driven or towed on any road that is unsealed or is not a public road;
 - (i) where the damage is caused in any way by overloading.
- 4.3 The Customer may pay an additional "Vehicle Cover Plus" Damage and Theft Waiver Fee in relation to the hire of a Motor Vehicle. The Damage Waiver Excess is shown on the Hire Contract. The Theft Waiver Excess is the same amount.

"VEHICLE COVER PLUS" DAMAGE AND THEFT WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY in the following circumstances;

- (a) where, in the case of theft, the Customer has failed to properly secure or lock the Motor Vehicle;
- (b) where, in the case of theft, the Customer has failed to submit to Kennards a Police Report on the theft within 7 days of the theft allegedly occurring;
- (c) where the Customer has breached any clause of this Contract; or
- (d) where the damage is caused by vandalism, or in Kennards reasonable opinion in any way whatsoever other than by the ordinary use of the Motor Vehicle by the Customer;
- (e) where the damage is caused by the negligence of the Customer or the Customer's agent; or
- (f) where the damage is:
 - to or caused by a truck mounted loading device; or
 - to tyres; or
 - caused while the Motor Vehicle is being driven on any road that is unsealed or is not a public road; or
 - caused by overloading.

- 4.4 The Customer may pay an additional Equipment Theft Waiver Fee, but only in relation to the hire of some types of Equipment (other than Motor Vehicles) as determined by Kennards in its discretion from time to time. The Equipment Theft Waiver Excess will be shown on the Hire Contract. (The Damage Waiver on such Equipment will still be the same Basic Damage Waiver under clause 4.2).

EQUIPMENT THEFT WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY FOR THEFT in the following circumstances;

- (a) where the Customer has failed to keep the Equipment in a securely locked compound;
 - (b) where the Customer has failed to submit to Kennards a Police Report on the theft within 7 days of the theft allegedly occurring;
 - (c) where the Customer has breached any clause of this Contract; or
 - (d) where the theft is caused by the negligence of the Customer or the Customer's agent.
- 4.5 Where Kennards determines that one or more of the circumstances in clauses 4.2, 4.3 or 4.4 applies, the relevant Damage or Theft Waiver will **NOT** apply unless the Customer is able to establish otherwise to the reasonable satisfaction of Kennards.

5. Obligations of the Customer

The Customer must;

- 5.1 deliver the Equipment to Kennards when it is due back,
- 5.2 return the Equipment to Kennards clean and in good repair,
- 5.3 satisfy itself at Commencement that the Equipment is suitable for its purposes,
- 5.4 ensure that the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Kennards or posted on the Equipment,
- 5.5 **indemnify** Kennards for all injury and/or damage caused to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment,
- 5.6 ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the customer will not allege that any such person is not so authorised,
- 5.7 ensure that 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,
- 5.8 conduct a thorough hazard and risk assessment before using the Equipment, and comply with all Occupational Health and Safety laws relating to the Equipment and its operation,
- 5.9 safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify Kennards in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer,
- 5.10 operate the Equipment with an adequate motor vehicle and/or power source,
- 5.11 report and provide full details to Kennards of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.

The Customer must NOT;

- 5.12 tamper with, damage or repair the Equipment,
- 5.13 lose or part with possession of the Equipment,
- 5.14 rely upon any representation relating to the Equipment or its operation other than those contained in this Contract,
- 5.15 **allow any person to drive a Motor Vehicle if the person;**
 - (a) **only holds a provisional driver's licence, or does not hold an unrestricted licence to drive that class of Motor Vehicle, or**
 - (b) **is affected by drugs and/or alcohol.**
- 5.16 exceed the recommended or legal load and capacity limits of the Equipment,
- 5.17 use or carry any illegal, prohibited or dangerous substance in or on the Equipment.

6. Customer not to Claim Damages

The Customer cannot recover from Kennards compensation for any damages (including for consequential loss) arising in respect of this Contract or the hiring or the use of the Equipment.

7. Breach of Hire Agreement by Customer

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

- 7.1 Kennards shall be entitled to
 - (a) terminate this Contract, and/or
 - (b) sue for recovery of all monies owing by the Customer, and/or
 - (c) repossess the Equipment (and is authorised to enter any premises where the Equipment is located to do so); and
- 7.2 Any Damage and/or Theft Waiver referred to in Section 4 is immediately invalidated.

8. No Warranties

All warranties and conditions are excluded to the full extent permitted by law and Kennards' only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Equipment again or to the repair of the Equipment.

9. Disputes

- 9.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Kennards in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.
- 9.2 If a dispute arises relating to this Contract, the hiring or the use of the Equipment (except in regard to payments due to Kennards), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.

10. Privacy

Kennards will comply with the National Privacy Principles in all dealings with Customers. A copy of the Kennards Privacy Statement is available upon request or by visiting www.kennards.com.au.

11. Governing Law

This Hire Contract is a payment claim under the Building and Construction Industry Security of Payment Act 1999 NSW, the Building and Construction Industry Security of Payment Act 2002 VIC, the Building and Construction Industry Payments Act 2004 QLD, the Building and Construction Industry Security of Payment Act 2009 SA, the Construction Contracts Act 2004 WA, the Building and Construction Industry (Security of Payment) Act 2009 ACT, the Building and Construction Industry Security of Payment Act 2009 TAS, and/or the Construction Contracts (Security of Payments) Act 2009 NT.

Except where Kennards in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, Kennards and the Customer agree that this Contract is governed by the law of the state of New South Wales, and the parties submit to the jurisdiction of the courts of that State.

Effective June 2010 – V4



WHY HIRING FROM KENNARDS MAKES YOUR JOB EASY!

HIRE CENTRES

- **MORE**

We have centres throughout New South Wales, Queensland, ACT, South Australia, Victoria, Northern Territory, Western Australia and Tasmania. We are continually opening more centres so there is one near you.

- **EXCELLENT FACILITIES**

- Our centres are easy to find, have easy access, parking and loading facilities.
- Computerised processing.
- Well laid out display of equipment.

EQUIPMENT

- **MORE RELIABLE**

Best quality brand names, as well as our rigorous cleaning, servicing and testing programmes by our trained people provides reliable and efficient service.

- **HUGE EXPANDING RANGE**

We are always upgrading and adding to our huge range to provide you with the latest reliable equipment.

SERVICE

- **KNOWLEDGEABLE STAFF**

The Kennards team can advise you on the most suitable equipment for the job and will fully explain its operation.

- **RESPONSIVE**

Kennards trained managers and staff enjoy providing you with the service to totally satisfy your requirements. They have the authority to make the decisions on-the-spot to give you every assistance.

- **HIRE EXPRESS**

Fast reservation system so your contract is ready for your arrival.

- **DELIVERY**

Fast, dependable delivery service is available.

- **HOURS**

We're open 7 full days a week, 361 days a year.

Kennards Hire will comply with the National Privacy Principles in all dealings with customers. A copy of the Kennards' Privacy Statement is available upon request or by visiting www.kennards.com.au

Kennards would like to send you information about the latest tools and offers that will benefit your business. Please state the name or title of the person/s to whom Kennards should address this information.

1. Full Name: _____ Title: _____
2. Full Name: _____ Title: _____
3. Full Name: _____ Title: _____
4. Full Name: _____ Title: _____

**PLEASE CONTACT THE ADMINISTRATION OFFICE IF YOU HAVE ANY QUERIES
PHONE 1300 786 808 FAX (02) 8571 3501**

OFFICE USE ONLY

Branch Manager's Comments: _____

Issuing Branch: _____ Date: _____

ACCOUNTS APPROVED BY	DATE OPENED	ACCOUNT NUMBER	CREDIT LINE