



Northern Transportables Standard Conditions of Contract - CD001 Hire Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

- 1.1. **NTPL** means Northern Transportables Pty Ltd ABN 22009636882
- 1.2. **Hirer** means the party referred to in the quotation QR
- 1.3. **QR** means the rental quotation prepared by **NTPL** and bears a quotation number
- 1.4. **Hired Goods** means the NTPL Assets being hired to the Hirer
- 1.5. **Accessories** means any item determined by NTPL to be an accessory to the Hired Goods and not a physical part of the building including but not limited to Furniture, Air conditioners, whitegoods, active equipment
- 1.6. **Hire Period** means the period of time between either the date of despatch from NTPLs depot or the date of Practical completion until the hired goods are returned to NTPL in accordance with the contract.
- 1.7. **PPSA** means the Personal Property Securities Act 2009
- 1.8. **PMSI** means a purchase money security interest as defined in the PPSA.
- 1.9. **Site works** means any installation works to be completed by NTPL as referred to in the QR
- 1.10. **Practical Completion** means the date of completion of any site works which are part of the contract.
- 1.11. **Hire Rate** refers to the hire rates which are quoted in the QR
- 1.12. **MHP** means the minimum hire period which is referred to in the QR
- 1.13. **DLW** Damage Limitation Waiver

2. ORDER AND CONTRACT

- 2.1. NTPL agrees to hire the hired goods to the hirer for the hire period and at the hire rates set out in the quotation
- 2.2. The hirer is to be charged for the hire period and the customer is entitled to use the hired goods for the hire period
- 2.3. The QR will specify the hire rates applicable.
- 2.4. These terms and conditions of hire shall prevail against all other conditions whatsoever notwithstanding any conflicting terms contained in the hirers purchase order
- 2.5. NTPL will only perform variations to this agreement on written instruction from the customer and only after the customer has agreed the price of the variation
- 2.6. The provisions of these terms and conditions shall not be altered in any way unless by express written agreement between the parties
- 2.7. The contract between the two parties shall be governed by the laws of the Northern Territory of Australia
- 2.8. The hirer must not, without the consent in writing of NTPL assign its right under the contract or subcontract any part of the performance of the contract

3. HIRE RATES AND TERMS OF PAYMENT

- 3.1. Quoted hire rates are fixed for the MHP. NTPL can adjust the hire rates at their discretion at the completion of the MHP or 12 months whichever is the lesser
- 3.2. If the hirer terminates the contract prior to the completion of the MHP for whatever reason then the hirer shall pay NTPL all monies owed at the time of termination plus all amounts calculated for the balance of the MHP
- 3.3. Hire invoices shall be issued by NPTL on a monthly basis and all amounts shall be due within 14days of invoice date
- 3.4. Hire rates are based on a seven day week. For part month calculations, a percentage of monthly will calculated using days hired over days in month.
- 3.5. The Hirer agrees to pay NTPL any rent, rates, taxes, stamp duty or tolls including GST or similar tax which is imposed or payable at the election of any person, in relation to or as a result of the transportation, possession, use of hire of the Goods by the Hirer or in respect of the supply of anything under or pursuant to this Agreement
- 3.6. If the Hirer fails to pay an invoice in full to NTPL when due, NTPL will be entitled to cancel or suspend any further delivery to the Hirer under this or any other contract with the Hirer and charge the Hirer interest on the overdue amount at the rate of 15% p.a. from the start date of the invoice period to the date of full and final payment
- 3.7. All payments to NTPL will be made without set-off, deduction or counterclaim.



3.8. The Hirer agrees to pay any costs whatsoever of NTPL incurred in collecting payments due but not paid by the Hirer.

4. DAMAGE LIMITATION WAIVER AND INSURANCE

- 4.1. The customer may elect to pay a fee for loss, theft or damage of the Hired Goods. The DLW Fee. Or obtain insurance of the Hired Goods for their full replacement value.
- 4.2. Unless the Hirer provides NTPL with a certificate of currency for a policy of insurance approved by NTPL that covers loss, theft or damage to the hired goods to the replacement value. NTPL will charge the hirer the DLW Fee each month of the hire period in addition to the hire rates. The value of the DLW fee is the equal of 12% of the total monthly rental payment and will be automatically added to the monthly invoices
- 4.3. Evidence in the form of a certificate of currency for the policy and any renewal must be given to NTPL at its request and in any event no later than 7 days after the expiry date of any previous certificate of currency
- 4.4. Where the customer has elected to pay the DLW Fee, NTPL agrees to limit the customers liability for loss theft or damage to the hired goods to extent of the DLW excess, if:
 - 4.4.1. NTPL is provided with a written police report of the loss or damage to the hired goods.
 - 4.4.2. Any other written or photographic evidence of the damage or loss as requested by NTPL
 - 4.4.3. The hirer has paid NTPL the DWL fee.
- 4.5. The DLW excess for each hired good is the greater of;
 - 4.5.1. \$300 per hired good
 - 4.5.2. 15% of the replacement cost of the goods
 - 4.5.3. An amount equal to 15% of the repair cost of the damage.
- 4.6. Even if the customer elects to pay the DLW Fee NTPL will not waive its right to claim against the hirer and the hirer will be liable for all loss, theft or damage if that loss theft or damage is a caused;
 - 4.6.1. By the hirer breaching any term of this contract
 - 4.6.2. By a negligent act or omission of the hirer or the hirers employees or agents
 - 4.6.3. As a result of the hirer making any change to the building structure or configuration.
 - 4.6.4. The hirer taking insufficient care in the siting or securing of the building to the ground.
 - 4.6.5. During the transport of the hire equipment where NTPL are not the transport carrier
 - 4.6.6. To any accessory or glass in the hired goods
 - 4.6.7. By malicious or wilful damage, vandalism, graffiti
 - 4.6.8. By the misuse, abuse, the overloading or incorrect loading of the hired goods or any of its components.

5. TRANSPORT, INSTALLATION AND DEMOBILISATION

- 5.1. The hirer shall pay for all transport charges whatsoever as quoted in the QR and subject to the exclusions noted
- 5.2. The hirer shall give NTPL minimum 7 days written notice of demobilisation or off hire of the hired goods.

6. SITE WORKS, COMPLETION AND PROGRAM

- 6.1. NTPL will program the works and advise the customer of expected commencement and completion dates
- 6.2. The cost of site works will be paid by the hirer in accordance with NTPL invoices
- 6.3. The site works will be deemed to have reached a state of practical completion when they are fit for occupation or when ready for Hirers external service providers to commence work.
- 6.4. If the works are delayed for any reason beyond the control of NTPL then the completion date will be extended in accordance with the period of delay caused.
- 6.5. NTPL shall be entitled to claim reasonable costs where delay has impacted program or completion dates.
- 6.6. NTPL may subcontract any part of the works as required to fulfil this contract.
- 6.7. Notwithstanding that NTPL may fail to meet programmed dates NTPL is not liable to the hirer for any damage whether liquidated or unliquidated.
- 6.8. Unless specifically priced and included in the scope of works the hirer shall be responsible for;
 - 6.8.1. Providing a clear level defined and accessible all weather site
 - 6.8.2. Arranging connection of all required services
 - 6.8.3. Complying with all relevant building codes, laws and standards



- 6.8.4. Securing of the building to the ground in accordance with AS1170
- 6.8.5. Arranging tagging and testing of the goods and accessories upon delivery to site
- 6.8.6. Maintenance of the air-conditioning including, filter replacement, cleaning and the removal and securing for demobilisation

7. INDEMNITY AND RELEASE

- 7.1. The hirer shall use the hired goods at the risk of the hirer and release, indemnifies and forever holds harmless NTPL from all actions, claims and liabilities in respect of damage to property or death of or injury to any person resulting directly or indirectly from the hired goods or their use of the services provided by NTPL to the hirer

8. TITLE

- 8.1. The hirer acknowledges that in all circumstances NTPL retains title to the Hired goods and in no circumstance will the Hired goods be deemed to be a fixture
- 8.2. The hirer acknowledges that even if it goes into liquidation, external administration of any kind or becomes bankrupt that NTPL retains title to the hired goods.
- 8.3. The hirer has no entitlement to offer, transfer, sell, assign, sublet, encumber, charge, mortgage, pledge or otherwise deal with the hired goods in any way whatsoever

9. PPSA

- 9.1. If Northern Transportables determine that this Contract (or a transaction in connection with it) is or contains a security interest for the purpose of the PPS Law, Customer agrees to do anything (including containing consents, completing, signing and producing documents and supplying information) which Northern Transportables ask for and consider necessary for the purposes of:
 - 9.1.1. Ensuring that the security interest is enforceable, perfected and otherwise effected; and/or
 - 9.1.2. Enabling NTPL to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
 - 9.1.3. Enabling NTPL to exercise rights in connection with the security interest
- 9.2. NTPL are not required to give any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA to be given and cannot be waived.
- 9.3. Customer must not:
 - 9.3.1. create any security interest or lien over any of Northern Transportables Personal Property whatsoever (other than security interests granted in favour of Northern Transportables);
 - 9.3.2. sell, lease or dispose of any interest in the Northern Transportables Personal Property; or
 - 9.3.3. Give possession of the NTPL Personal Property to another person except where NTPL expressly authorise Customer to do so.
- 9.4. Neither Customer nor NTPL will disclose information of the kind mentioned in section 275(1) of the PPSA and the Customer will not authorise, and will ensure that no other party authorises, the disclosure of such information. This clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

10. MAINTENANCE ALTERATIONS AND REPAIRS

- 10.1. The Hirer will, at its own cost, service, clean and maintain the Goods in good and reasonable condition, and will return the Goods in good order and repair and in a clean state to NTPL's premises at the termination of this Agreement. If, upon return of the Goods, the Hirer has failed to observe the provisions contained herein the Hirer will pay the costs of the repairs and any cleaning necessary as determined by NTPL.
- 10.2. The Hirer licenses NTPL to enter the Hirer's premises and have access to the Goods for inspection and agrees to repair the Goods as notified by NTPL. If the Hirer defaults in making repair in accordance with the Notice, NTPL may repair the Goods at the Hirer's cost or may take possession of the Goods.
- 10.3. The Hirer may not perform or allow other parties to perform any alterations to the Goods unless permission is granted by NTPL. The Hirer will be responsible for undertaking works to return the building to its original state



prior to commencement of rental if so ordered by NTPL. Failure to carry out rectification works as requested will result in the works being carried out by NTPL and charged to the hirer

10.4. All repairs must be authorised and approved by NTPL.

11. CONDITION REPORTS

- 11.1. NTPL will prepare condition reports prior to despatch or the hired goods from the depot.
- 11.2. The hirer will be provided with a copy of the condition report. This report will provide the basis for end of term inspections with respect to damage and fair wear and tear.
- 11.3. The hirer must inspect the hired goods either at the time of collection or at the time NTPL delivers the hired goods to site. The hirer must give notice to NTPL of any defect or departure from the contract within 24 hours of collection or delivery of the hire goods
- 11.4. If no notice is given in accordance with clause 11.3 then NTPL is entitled to assume the hired goods were received in good working order and condition
- 11.5. The final condition report upon return to depot will be provided to the hirer upon request

12. END OF TERM CHARGES

- 12.1. The hirer must pay NTPL an electrical inspection fee upon return of the Hired Goods
- 12.2. The hirer must pay NTPL a servicing fee for each air conditioner upon return of the Hired Goods
- 12.3. The hirer must pay NTPL a cleaning fee per floor upon the return of the Hired Goods
- 12.4. Notwithstanding the above NTPL reserves the right to charge additional fees for repair, cleaning and maintenance for over and above normal wear and tear
- 12.5. Additionally the hirer acknowledges that additional charges will apply for the repair or removal of concrete splatter, graffiti, silicon, stickers, adhesive strips, conduits, etc.

13. WARRANTY DESIGN FIT FOR PURPOSE

- 13.1. NTPL offers no warranty whatsoever that the hired goods are fit for the intended purpose of the hirer

14. WARRANTY

- 14.1. NTPL warrants that the hire goods will be in good condition and if there are material defects then NTPL's liability is limited to
 - 14.1.1. Hire goods: The rehire or repair of the hired goods
 - 14.1.2. Site works: The resupply of the site works and/or rectification.

15. WARRANTY OF ACCESSORIES

- 15.1. NTPL will warrant Accessories for 3 months only from the date the accessory was delivered to site or collected by the hirer.

16. REPOSSESSION

- 16.1. NTPL may repossess the Goods without notice to the Hirer at the Hirer's expense and / or terminate this Agreement if:
 - 16.1.1. the Hirer is thirty days in arrears of any payment due;
 - 16.1.2. a receiver, a liquidator, trustee in bankruptcy or official manager or administrator of the Hirer is appointed or a meeting of the Hirer's creditors is called; or
 - 16.1.3. The Hirer is in breach of any of the terms of this Agreement.
17. The Hirer indemnifies and releases NTPL against and from all claims and actions which may arise as a result of or in connection with NTPL taking possession of the Goods.
18. NTPL may at any time without notice enter the Hirer's premises to exercise its rights to repossess pursuant to this Agreement any and all the Goods that are the property of NTPL