



FORM



NEW CLIENT APPLICATION

CUSTOMER / HIRER DETAILS ("you" "your")

COMPANY DETAILS			
Registered Company Name:			
Trading Name (If any):			
ABN:			
ALL PARTNERSHIP / SOLE TRADER / TRUST APPLICANTS - PLEASE COMPLETE THE FOLLOWING (delete if not applicable)			
Partnership / Proprietor / Trustee Name:			
Full name of each Partner, Sole Trader or Trustee			
Position:			
Date of Birth:			
Drivers Licence:			
Residential Address			
Phone:			
ALL APPLICANTS TO COMPLETE			
Business Address:			
Postal Address:			
Phone (main):		Email (main):	
ACCOUNTS DEPARTMENT DETAILS			
Accounts Contact:			
Phone Number:			
Email:			

Please indicate the maximum amount of monthly credit being requested \$.....

Is your business required to provide us with a purchase order number prior to each transaction? YES / NO

<i>INTERNAL USE ONLY - FORM ASSESSED BY:</i>
--

PLEASE RETURN ALL PAGES OF APPLICATION VIA EMAIL TO: ar@pumpsunited.com.au

1. General Terms

- 1.1 By signing this Credit Account Application ("Application"), you hereby acknowledge and agree that you are applying for a credit account with us on the conditions that you:
(a) warrant that all information provided to us in relation to this Application is true and complete and acknowledge that we rely on the information in making a decision to grant a credit account;
(b) acknowledge that this is an Application and we may accept or refuse this application at our sole discretion;
(c) agree that the Pumps United Pty Limited Terms and Conditions ("Terms") govern each and every item of Equipment you hire from us unless we have agreed otherwise;
(d) agree that any capitalised terms in this Application have the same meaning as set out in the Terms;
(e) warrant that the company, trust and/or each director, partner, individual, sole trader stated in this Application is solvent and can pay its respective debts as and when due and that no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation, receivership or management; and
(f) warrant that the person who signs this Application is authorised to do so on behalf of you and hereby binds you.

2. Privacy

- 2.1 By signing this Application, you consent to and authorise us:
(a) to obtain any information about any of your consumer or commercial credit or business history or your commercial activities or commercial credit worthiness from your bank or any trade referee disclosed in this Application and any other credit provider or credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee and to disclose information to a credit reporting agency;
(b) to give to a person who is currently a guarantor, or whom you have indicated is considering becoming a guarantor, a credit report containing information about you for the purpose of the guarantor deciding whether to act as guarantor, or to keep the guarantor informed about the guarantee. You understand that the information disclosed can include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.
(c) unless otherwise prevented by law to collect from, store, use, disclose to or exchange with any of the parties named in clause 2.1 (a) above or any guarantors or other credit providers named in this Application or named in a consumer credit report issued by a credit reporting agency, third party providers, solicitors, mercantile agents, insolvency administrators, insurers and insurance brokers, persons involved with the collection of trade bills or the factoring of trade debt, information about your personal or commercial credit worthiness or business history in order to assess the Application (including whether to accept as guarantor any person signing), monitor the credit worthiness or withdrawing credit facilities, notification of your default, issue trade bills, insure risk, processing any payment instructions, direct debit facilities and or credit facilities requested by you and or guarantor/s to enable the daily operation of your credit account and collect overdue accounts; and
(d) to the extent permitted by law, to disclose the contents of a credit report by a credit reporting agency to Our solicitors or mercantile agents.
2.2 Unless otherwise prevented by law, you consent to the use and storing of any personal information provided for the following purposes and any other purposes as shall be agreed between us and you from time to time:
(a) to fulfil functions associated with the hire of Equipment, including assessing your credit worthiness;
(b) to provide services to you and manage our business relationship with you;
(c) to enforce our legal rights and prevent theft of our Equipment;
(d) to enter into contracts with you or third parties, and
(e) to market to and maintain a client relationship with you.
2.3 We agree that, in dealing with information disclosed to us by you pursuant to clause 2.1 and 2.2, we will deal with that information in accordance with the Terms, the Australian Privacy Principles and the Privacy Act 1988.

Signed on Behalf of the Applicant by (please tick) Shareholders Partners Sole Trader Authorised Officer

XSignature Print Name and Title

XSignature Print Name and Title

XSignature Print Name and Title

DATE.....

HIRE (RENTAL) TERMS AND CONDITIONS

Effective 1 October, 2017

1. Definitions

Company/Owner: means Pumps United Pty Limited - ABN 12 612 205 919.

Customer/Hirer: means the person/entity hiring the Equipment as named in the Hire Schedule/Quotation.

Equipment: means the items for hire listed in the Hire Schedule/Quotation.

Fees: means the fees and charges payable by the Hirer under these Terms for the hire of the Equipment.

Hire: means Rental and the term is interchangeable.

Hire Contract: means the Terms together with the Hire Schedule, Quotation and any Special Conditions.

Hire Schedule/Quotation: means the document provided by the Company to the Hirer which includes details of the Equipment hired, the Fees, the hire period, and other administrative details.

Operator: means an employee or agent of the Company supplied to the Customer to install, operate or maintain the Equipment.

Special Conditions: means the special conditions detailed as Schedule 1 to these Terms.

Terms: means these Hire Terms and Conditions, as amended from time to time.

2. Hire of Goods

2.1 The Company agrees to hire the Equipment to the Customer subject to the Hire Contract.

2.2 The Hire Contract sets out the terms of the hire agreement between the Company and the Customer. The provision or acceptance of a Hire Schedule/Quotation shall not form a separate agreement, but shall constitute part of this Hire Contract.

2.3 Unless expressly agreed otherwise by the Company in writing, these Terms override and supersede any agreement or understanding between the parties and any other documents, including any terms and conditions contained in a purchase order.

3. Hire Period

3.1 The Customer is entitled to use the Equipment for the fixed period of time specified in the Hire Schedule/Quotation. Any variation to this fixed period must be agreed by the Company.

3.2 The hire period commences when the Customer takes possession of the Equipment or when the Company delivers the Equipment in accordance with the Customer's instructions.

3.3 The hire period ends when the Equipment is returned to the Company or when the Company issues the Customer with an off-hire notice.

4. Title to Equipment

4.1 The Customer acknowledges that in all circumstances the Company owns the Equipment and in all circumstances the Company retains title to the Equipment (even if the Customer goes into liquidation or becomes bankrupt during the hire period). The rights of the Customer to use the Equipment are as a bailee only. In no circumstances will the Equipment be deemed to be a fixture.

4.2 The Customer will not be entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Equipment in any way which is inconsistent with the rights of the Company as owner of the Equipment.

4.3 The Customer must not, without the Company's written permission, move the Equipment out of position or move the Equipment to another site. Any expense of moving will be an additional charge to the Customer.

- 4.4 The Customer acknowledges that the Company may hire or lease Equipment from a third party ("Third Party Owner"), and if this occurs, title in the Equipment remains with the Third Party Owner.

5. PPSA

- 5.1 This clause applies only to the extent that this Hire Contract provides for a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"), as amended.
- 5.2 The Owner may register any actual or impending security interest in any manner it considers appropriate.
- 5.3 The Hirer must do anything (such as obtaining consents and signing documents) which the Owner requires for the purposes of:
- Ensuring that the Owner's security interest is enforceable, perfected and otherwise effective under the PPSA;
 - Enabling the Owner to gain first priority (or any other priority agreed to by the Owner in writing) for its security interest; and
 - Enabling the Owner to exercise rights in connection with the security interest.
- 5.4 The Owner may recover from the Hirer the cost of doing anything under this clause, including but not limited to registration fees.
- 5.5 The rights of the Owner under this Hire Contract are in addition to and not in substitution for the Owner's rights under other law (including the PPSA) and the Owner may choose whether to exercise rights under this Hire Contract, and/or under any other law, as it sees fit.
- 5.6 To the extent that Chapter 4 of the PPSA applies to the security interest under this Hire Contract, the following provisions of the PPSA do not apply and, for the purposes of section 115 of the PPSA are contracted out of this Hire Contract in respect of all goods to which that section can be applied: section 95 (notice of removal of accession to the extent it requires the Owner to give notice to the Hirer); section 96 (retention of accession); section 121(4) (notice to grantor); section 125 (obligations to dispose of or retain collateral); section 129(2) and 129(3); section 130 (notice of disposal to the extent it requires the Owner to give notice to the Hirer); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).
- 5.7 The following provisions of the PPSA confer rights on the Owner: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral). The Hirer agrees that in addition to those rights, the Owner shall, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that the Owner may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 5.8 The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPSA.

6. Fees and Other Charges

The Customer agrees to pay the following Fees to the Company:

- 6.1 **HIRE:** The hire charges set out in the Hire Schedule/Quotation. The Customer is not entitled to any discount or refund if the Equipment is not used by the Customer for the entire hire period. Additional hire charges will apply if the Equipment is used in excess of the nominated running hours as set out in the Hire Schedule/Quotation.

- 6.2 CONSUMABLES: Unless otherwise specified in the Hire Schedule/Quotation, the reasonable cost of consumables and fuel provided by the Company and/or used by the Customer during the hire period.
- 6.3 TAX AND GOVERNMENT CHARGES: GST and all other applicable taxes, duties, levies, penalties and any other government charges arising out of the Hire Contract. This includes any fines or penalties arising out of the Customer's use of the Equipment.
- 6.4 CREDIT CARD PAYMENTS: Any charges for accepting payments by credit card.
- 6.5 DELIVERY & INSTALLATION: If the Customer requires the Company to deliver, collect or install the Equipment, the Customer shall be liable for the cost of delivery, collection or installation.
- 6.6 LATE RETURN OF EQUIPMENT: If the Equipment is not in readiness for collection by the Company, or has not been returned to the Company, by the end of the hire period, the Customer will be charged a minimum of an additional full day's hire.
- 6.7 PAYMENT DUE DATE: The Customer is required to pay all Fees, within 30 days of the invoice date.
- 6.8 CLEANING & REPAIRS: If the Customer does not return the Equipment in clean and good working condition, the Customer will be charged for the cleaning and repair of the Equipment.
- 6.9 LABOUR: Any additional labour charges for overtime, loadings, penalties, allowances, shift work, weekends, standby, public holidays, meals, travel and accommodation, payable to Operators in accordance with their terms of engagement or applicable award.
- 6.10 LATE PAYMENT: If a Customer does not pay the amount of invoiced Fees by the payment due date, an administrative fee of 3% per month on outstanding Fees may be imposed to cover the costs incurred by the Company from the late payment. In addition, the Customer will be liable to indemnify the Company for all expenses and legal costs incurred by the Company as a result of the Customer's failure to pay the Fees by the payment due date.

7. Obligations of the Parties

- 7.1 POSSESSION AND USE BY CUSTOMER: The Hire Contract is personal to the Customer and the Customer will not allow any other person or entity to use or have possession of the Equipment at any time during the hire period. The customer must not create, purport to create or permit to be created any "security interests" (as defined in the PPSA) in the Equipment other than with the express written consent of the Owner.
- 7.2 OPERATION OF EQUIPMENT BY CUSTOMER: The Customer agrees that at all times it will, at its own cost:
- (a) Operate the Equipment safely, strictly in accordance with all laws, including environmental laws, only for the purpose for which it was designed by the manufacturer, and in accordance with the manufacturer's instructions and manuals.
 - (b) Ensure persons operating the Equipment are suitably trained or instructed in its safe and proper use and where necessary hold a current certificate of competency and/or are licensed to use it.
 - (c) Display, maintain and draw attention to safety signs and instructions (as required by law), ensure that instructions are observed and signs are not removed or defaced.
 - (d) Maintain appropriate records of any servicing or maintenance carried out on the Equipment and a weekly running sheet of the Equipment in a form acceptable to the Company which shows the level of usage by the Customer. The Hirer is responsible for performing daily pre-starts on the Equipment and reporting any faults to the Company prior to using the Equipment and in any event within 24 hours.
 - (d) Ensure all persons operating the Equipment wear suitable clothing and protective equipment.
 - (e) Ensure that no persons operating the Equipment are under the influence of drugs or alcohol.

- (f) Conduct a site hazard assessment prior to using the Equipment at a site.
- (g) Re-fuel and re-oil the Equipment at least on a daily basis and in accordance with the manufacturer's instructions and the adhesive signage on the Equipment.

7.3 INSTALLATION AND OPERATION OF EQUIPMENT BY COMPANY: If the Company installs the Equipment, or supplies an Operator with the Equipment, then for that relevant part of the hire period:

- (a) The Operator will work in co-operation with the Customer who must consult with and fully brief the Operator on the proposed task, the site, site conditions, matters affecting the health and safety of the Operator and other relevant matters including information requested by the Company.
- (b) The Customer will not allow any other person to operate the Equipment without the Company's prior written consent.
- (c) The Company will ensure that its Operators are appropriately trained and possess all required licences to operate the Equipment.
- (d) The Company will not be liable to the Customer for any acts or omissions of the Operator where they are acting under the Customer's direction or control.

7.4 SAFEKEEPING: The Customer must ensure that during the hire period (and until the Equipment is collected by the Company) the Equipment is stored safely and securely and is protected from theft or seizure. The Customer must also ensure, at its own cost, that the Equipment is kept clean, fuelled, lubricated and in generally good condition in accordance with the manufacturer's and Company's instructions.

7.5 ALTERATION AND IDENTIFYING MARKS: The Customer must not:

- (a) Alter, modify, or tamper with the Equipment without the Company's prior written consent;
- (b) Alter, remove, deface or erase any identifying mark, plate, number, notices or safety information on the Equipment.
- (c) Remove fuel or oil tank caps, bund plugs or seals from the Equipment.

7.6 SUITABILITY: The Customer is deemed to be satisfied as to the suitability, condition and fitness for purpose of the Equipment unless the Company is otherwise notified within 24 hours of the commencement of the hire period.

7.7 INSPECTIONS: The Customer consents to the Company inspecting the Equipment from time to time during the hire period. In addition, the Customer may arrange a joint inspection with the Company at the end of the hire period.

7.8 SAFE LOADING: The Customer will safely secure all Equipment (or items loaded in or on the Equipment) loaded in or on the Customer's vehicle.

7.9 ELECTRICAL TESTING & TAGGING: Any electrical Equipment will be tested and tagged before it is hired to the Customer. During the hire period, the Customer is responsible, at its own expense, for arranging the re-testing and re-tagging of any electrical Equipment in accordance with the manufacturer's instructions and the applicable Australian Standard(s) and Regulatory Authority requirements. The Customer will be liable for any damage caused to the Equipment resulting from incorrect testing or tagging during the hire period.

8. Lost, Stolen or Damaged Equipment

If the Equipment is lost, stolen or damaged during the hire period (and until the Equipment is collected by the Company), the Customer shall be liable for:

- (a) Any costs incurred by the Company in recovering, repairing or replacing the Equipment;
- (b) Any other costs whatsoever incurred by the Company as a result of the loss, theft or damage to the Equipment; and
- (c) The Fees, and all hire fees outside the hire period, for the period that the Equipment is being recovered, repaired or replaced.

9. Equipment Breakdown

9.1 **OBLIGATIONS OF CUSTOMER:** in the event that the Equipment breaks down or becomes unsafe to use during the hire period the Customer shall:

- (a) Immediately stop using the Equipment and notify the Company;
- (b) Take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
- (c) Take all steps necessary to prevent any further damage to the Equipment;
- (d) Not repair or attempt to repair the Equipment without the Company's written consent.

9.2 **OBLIGATIONS OF THE COMPANY:** in the event that the Equipment breaks down or becomes unsafe to use through no fault, negligence, recklessness or misuse by the Customer, the Company:

a) Will take all steps necessary to repair the Equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by the Customer; and

(b) Will not impose a hire charge for that portion of the hire period for which the Equipment was broken down or unsafe.

10. Termination

10.1 The Company may terminate the Hire Contract immediately by notice to the Customer, if:

- (a) The Customer breaches any term of the Hire Contract; or
- (b) The Customer becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.

10.2 The Company may terminate the Hire Contract for any other reason by 24 hours' notice.

10.3 The Customer indemnifies the Company in respect of any breach by the Customer of any provision of this Hire Contract.

11 Recovery of Equipment

If the Customer is in breach of the Hire Contract or if the Company has terminated the Hire Contract with the Customer pursuant to Clause 10 above, the Company may take all steps necessary (including legal action) to recover the Equipment, including entering the Customer's premises to do so.

12 Indemnities and Exclusion of Liabilities

12.1 Subject to Clause 12.2 and except as expressly provided to the contrary in the Hire Contract all guarantees, terms, conditions, warranties, undertakings, inducements or representations, whether express or implied, statutory or otherwise, relating to the Company's obligations under the Hire Contract are excluded, to the maximum extent permissible by law.

12.2 Where any Act of Parliament implies a term, condition or warranty in this Hire Contract and that Act prohibits provisions in a contract excluding or modifying the application, exercise or liability under that term, condition or warranty, such term, condition or warranty shall be deemed to be included in this Agreement provided that the liability of the Company for breach of the term, condition or warranty is limited to (at the Company's election):

- (a) In the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
- (b) In the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

12.3 Subject to the Company's obligations under clause 12.2, and to the maximum extent permitted by law, the Company's maximum aggregate liability for all claims under or relating to this Hire Contract or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, is limited to an amount equal to the net fees paid by the Customer under this Hire Contract.

12.4 The Company shall not be under any liability whatsoever to the Customer for consequential, indirect or special loss or damage (including loss of actual or anticipated profits or revenue, economic loss of any kind or any loss suffered as a result of any claim or claims by third parties) in contract, tort (including negligence) under statute or otherwise from or in relation to the Equipment or this Hire Contract, whether or not such loss or damage was foreseeable.

12.5 Except to the extent caused by the negligence of the Company, the Customer is liable for and indemnifies the Company against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor/client basis, determined without taxation, assessment or similar process and whether incurred or awarded against the Company) arising from or incurred in connection with the Customer's hire and use of the Equipment or its breach of the Hire Contract.

12.6 Each indemnity in this Hire Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Hire Contract. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Hire Contract. The Customer must pay on demand any amount it must pay under an indemnity in this Hire Contract.

12.7 The Customer indemnifies the Company for any damage or break down caused by its failure to operate or maintain the Equipment in accordance with clause 7.2, or in accordance with the manufacturer's or Company's instructions.

13 Severability

If any part of this Hire Contract becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

14 Governing Law

The Hire Contract is governed by the laws of the State or Territory of Australia where the Hire Contract is entered into by the parties and each party submits to the exclusive jurisdiction of the courts of that State or Territory.

15 Entire Agreement

The Hire Contract issued to the Customer comprises the entire agreement of the parties.

16 No Reliance

The Customer acknowledges that neither the Company, nor any person acting on the Company's behalf, has made any representation or other inducement to it to enter into this Hire Contract and that it has not entered into this Hire Contract in reliance on any representations or inducements (including in relation to the use of the Equipment) except for those representations or inducements contained in the Hire Contract.

17 Privacy

17.1 The Company will comply with the Australian Privacy Principles in all dealings with the Customer.

17.2 The Company may need to collect personal information about the Customer, including but not limited to, full name and address, drivers licence details, credit card details, date of birth, and credit or business history. The Customer consents to the Company using its personal information in order to:

- (a) Fulfill functions associated with the hire of Equipment, including assessing the Customer's credit worthiness;
- (b) Provide services to the Customer;
- (c) Prevent theft of the Company's Equipment;
- (d) Enter into contracts with the Customer or third parties, and
- (e) To market to, and maintain a client relationship with, the Customer.

17.3 The Customer also consents to the Company disclosing the Customer's personal information:

- (a) To any credit provider or credit reporting agency for the purposes of obtaining information about its consumer or commercial credit or business history or its commercial activities or credit worthiness; and
- (b) To the Company's service providers, contractors and affiliated companies from time to time to help improve and market the Company's services to the Customer.

17.4 The Customer has the right to access the personal information the Company holds about the Customer.

18 Variation

18.1 The Company may vary these Terms from time to time by giving the Customer 28 days' written notice of the varied Terms. If the Customer has reasonable grounds to believe that the variation will be detrimental to their rights, the Customer may terminate this Hire Contract without penalty by giving the Company written notice within 28 days of receiving the Company's written notice.

18.2 This edition of the Terms replaces and supersedes all previous Hire Terms and Conditions that have been previously issued.

19 Assignment

The Company may assign this Hire Contract to any third party or related body corporate without the Customer's consent.

Schedule 1 – SPECIAL CONDITIONS – Pumps & Dewatering Equipment

These Special Conditions also apply to the Hire Contract when a Hirer hires Pumps or Dewatering Equipment from the Company. Terms used in these Special Conditions have the same meaning as those used in the Terms unless indicated otherwise. If there is any inconsistency between the Terms and these Special Conditions, then the Special Conditions take precedence to the extent of the inconsistency.

- A. Definitions
- Dewatering Equipment:** means Equipment that is used for transferring water from one location to another.
- General Purpose Separation Tank:** means Equipment, in the form of a tank that is designed to reduce liquid velocity to allow suspended matter to be separated.
- Pump:** means Equipment that is used for moving liquid via mechanical means, including ancillary equipment for example, generators, flow meters etc.
- Remote Alert System:** means Equipment that is used to operate a Pump remotely, or to alert an operator of a Pump about certain pre-determined performance metrics.
- Uncertified Design:** means any design, calculation, specification, drawing or sketch that has not been accompanied by a certificate from an engineer or agent employed or engaged by the Company.
- Water Treatment Equipment (WTE):** means Equipment that alters the chemical composition of a liquid to a specified parameter.
- B. The Hirer acknowledges that the Company has made the manufacturer's operating and safety instructions for the Pump and Dewatering Equipment it has hired available to the Hirer.
- C. The Company is not responsible for the accuracy of the details of any Uncertified Design. Any Uncertified Design is indicative only and has been prepared for the sole purpose of assisting the Hirer in assessing and comparing options. The Hirer acknowledges and agrees that the Company is not liable for any loss or damage arising from the use of any Uncertified Design.
- D. The Hirer indemnifies the Company against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of:
- (i) Personal injury;
 - (ii) Damage to property; or
 - (iii) A claim by a third party,
- in relation to the Hirer's use or reliance on any Uncertified Design.
- E. For Uncertified Designs, the Hirer agrees to seek its own independent advice from a qualified and accredited professional in relation to the proper design, set out, location, installation and use of the Pump and Dewatering Equipment for the Hirer's required purpose. Prior to the hire, the Hirer must advise the Company of its Pump and Dewatering Equipment requirements, including where the Equipment is to be located, and any proposed alterations and adjustments the qualified and accredited professional requires to any designs, calculations, drawings, specifications and sketches provided by the Company.
- F. The Company requires unrestricted access to the site the Hirer nominates for the delivery and installation of the Pump or Dewatering Equipment. Prior to the commencement of the installation, and during the hire period (if required), the Hirer must, at its own expense:
- (i) Obtain all necessary approvals from any relevant authority or local council including without limitation: the installation of the Pump, Dewatering Equipment or WTE; the supply and discharge of water; any licence to take water;
 - (ii) Conduct all water testing, monitoring, treatment and disposal, and any associated environmental services;

- (iii) Isolate the power running through those wires (either above or below ground) that are in close proximity to where the Pump or Dewatering Equipment will be positioned;
- (iv) Clearly mark, identify and re-locate if required, any in-ground and buried services prior to the commencement of pre-drilling or the installation of Pump or Dewatering Equipment;

- (v) Undertake any necessary pre-drilling of well point holes;
- (vi) Undertake any excavation, drilling or restoration necessary to ensure that the area for installation of the Pump or Dewatering Equipment is free of any obstruction (including, but not limited to, rubble, road base, concrete, limestone, footpaths and fencing) and is suitable for the operation of the Pump or Dewatering Equipment;
- (vii) Confirm in writing the alignment and levels required for the Pump or Dewatering Equipment and undertake any under-boring or digging required to bury any pipework;
- (viii) Organise a power connection for the Pump or Dewatering Equipment if connecting from the main power line;
- (ix) Provide a crane or excavator for the placement and removal of the Pump or Dewatering Equipment;
- (x) Provide any traffic control, railway control, pedestrian management, or temporary fencing required during the hire period; and
- (xi) Provide the Company with all relevant site information and any other information relevant to the safe delivery and installation of the Pump or Dewatering Equipment.

Where the Hirer requests the Company to carry out any of these functions, and the Company agrees to do so, additional fees will apply for these services.

- H. Except where the Company is operating or maintaining the Pump or Dewatering Equipment, the Hirer is responsible at all times for fuelling and oiling the Pump or Dewatering Equipment on a regular basis as specified in the manufacturer's operation and maintenance manual and at the very least, on a daily basis. Requisite levels are to be adhered to at all times and engines must be stopped regularly for checking.

- I. The Hirer is responsible for all pumped discharge and all matters relating to the storage and disposal of the discharge, including, but not limited to:
 - (i) Identification of contaminated discharge;
 - (ii) Proper treatment and disposal of contaminated discharge strictly in accordance with all relevant laws and to the satisfaction of all relevant state environmental authorities; and
 - (iii) Obtaining a discharge licence and paying any applicable fees.

- J. Where the Pump or Dewatering Equipment is used for the transfer of sewerage, corrosive liquids or other noxious materials, the Hirer is solely responsible for the cleaning, including the fresh water flushing, of all contaminated Equipment prior to returning it to the Company.

- K. If the Hirer starts up a Pump or Dewatering Equipment remotely or automatically and is not present at the site where such equipment is located, the Hirer is responsible for any loss or damage arising from the Hirer's absence from the site.

- L. Subject to the Terms, The Company is also excluded from all liability relating to the hire and use of the Pump and Dewatering Equipment by the Hirer, including, but not limited to, liability arising from:
 - (i) Damage to all existing, adjacent or surrounding structures on, above or below the ground;
 - (ii) Damage caused by subsidence;
 - (iii) Damage to utilities or services located on, above or below the ground;
 - (iv) Surveying or locating utilities and services;
 - (v) Handling storm water and pumping waste;
 - (vi) The operation of the Pump or Dewatering Equipment not adequate for external conditions, including ground water conditions, which are outside the Company's control;

- (vii) Damage arising from the positioning of the Pump or Dewatering Equipment;
- (viii) The operation of the Pump or Dewatering Equipment by an Operator while under the Hirer's direction or instruction;
- (ix) Any downtime incurred as a result of obtaining any regulatory approvals or licences; or
- (x) Exceeding the maximum noise level prescribed by law.

General Purpose Separation Tanks

M. Except where the Company is operating or maintaining the General Purpose Separation Tank, the Hirer acknowledges and agrees that:

- (i) The General Purpose Separation Tank unit has been designed to separate heavy particles from the fluid being transferred by the pump on the discharge side;
- (ii) The General Purpose Separation Tank must be cleaned and emptied prior to lifting or moving;
- (iii) All contaminants remain the Hirer's property and responsibility at all times;
- (iv) It is the Hirer's responsibility to check that the quality of water being discharged meets the relevant local, state or federal requirements;
- (v) The Hirer must empty all water and silt at the end of the hire period prior to collection of the General Purpose Separation Tank by the Company; and
- (vi) The General Purpose Separation Tank will be clean and free from any contaminants on return.

Water Treatment Equipment (WTE)

N. Except where the Company is operating or maintaining the WTE, the Hirer acknowledges and agrees that:

- (i) The pH Dosing Tank is intended to correct pH levels only;
- (ii) The Hirer is responsible for establishing the existing pH level and the chemical treatment quantities required to correct the pH level;
- (iii) All contaminants remain the Hirer's property and responsibility at all times;
- (iv) The Hirer is responsible for ensuring that adequate stocks of dosing chemicals are on hand to continually maintain the required conditions at the specified level;
- (v) The Hirer is responsible for carrying out routine maintenance of the WTE in accordance with the manufacturer's instructions and the operation and maintenance manual;
- (vi) The Hirer is responsible for ensuring that the WTE is kept filled with water until the WTE is collected by the Company to safeguard the pH monitoring probes. Failure to observe this requirement will result in the Hirer being charged for the replacement cost of any damaged monitoring probes;
- (vii) The Hirer is responsible for ensuring that the WTE, all ancillary Equipment and dosing chemicals are enclosed in a secure area and that access is limited to properly trained and authorised personnel only;
- (viii) The Hirer is responsible for ensuring that all measures are taken to provide for the safe handling and storage of the dosing chemicals in accordance with the relevant operating and safety Instructions and all relevant laws and regulations; and
- (ix) The WTE will be clean and free from any contaminants on return.

Remote Alert Systems

O. Except where the Company is operating or maintaining the Remote Alert System, the Hirer acknowledges and agrees that:

- (i) The Remote Alert System must only be used as a backup breakdown alert system and must not be relied on as the only monitor of the operation of a Pump or pumping system. It is the Hirer's responsibility to ensure that a primary breakdown response strategy is in place; and
- (ii) As the Remote Alert System is reliant on the availability of a sound mobile phone service connection, the Company is not responsible, and will not be held liable, for any loss or damage arising as a result of the Remote Alert System failing to immediately contact the nominated mobile phone number provided by the Hirer.