

Rentafill - Terms & Conditions of Hire

1. Definitions

- 1.1 **"Charges"** means the cost of the hire of the Equipment (plus any GST where applicable) as agreed between Rentafill and the Customer subject to clause 6 of this Contract.
- 1.2 **"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.
- 1.3 **"Contract"** means the terms and conditions contained herein, together with any quotation, Hire form, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.4 **"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 Customer does not wish to allow Cookies to operate in the background when using Rentafill's website, then the Customer 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.**
- 1.5 **"Customer"** means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Rentafill to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
(d) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.6 **"Equipment"** means all Equipment, machinery, and plant (including all fittings, accessories, tools, and parts) supplied on hire by Rentafill to the Customer at the Customer's request from time to time (where the context so permits shall include the incidental supply of Services). The Equipment shall be as described on the invoices, quotation, order, hire Contract, or any other authorisation forms as provided by Rentafill to the Customer.
- 1.7 **"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
- 1.8 **"Minimum Hire Period"** means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Rentafill to the Customer.
- 1.9 **"Rentafill"** means SMICP Pty Limited T/A Rentafill, its successors and assigns or any person acting on behalf of and with the authority of SMICP Pty Limited T/A Rentafill.
- 1.10 **"Services"** means all Services supplied by Rentafill to the Customer (where the context so permits the terms 'Equipment or 'Services' shall be interchangeable for the other).

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts delivery of, the Equipment.
- 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.
- 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.
- 2.4 Both parties for the purposes of this Contract agree that any information acquired during the course of the Services is subject to strict confidentiality requirements. The information will not be disclosed by either party to any other third parties, except as required or allowed for by law, or with the express consent from the other party.
- 2.5 None of the Equipment shall be sublet or cross-hired by the Customer. The Customer shall not assign or transfer its interest in the Contract, or part with possession of all, or any portion, of the Equipment, without the prior written consent of Rentafill, which may be arbitrarily withheld.
- 2.6 Any advice, recommendation, information, assistance, or service provided by Rentafill in relation to the Equipment supplied is given in good faith to the Customer and is based on Rentafill's own knowledge and experience and shall be accepted without liability on the part of Rentafill. Where such advice or recommendations are not acted upon then Rentafill shall require the Customer or their agent to authorise commencement of the hire of the Equipment in writing. Rentafill shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the hire of the Equipment.
- 2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Authorised Representatives- Longer Version

- 3.1 Unless otherwise limited as per clause 3.2 the Customer agrees that should the Customer introduce any third party to Rentafill as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Equipment or Services on the Customer's behalf and/or to request any variation to the Equipment on the Customer's behalf (such authority to continue until all requested Services have been completed or the Customer otherwise notifies Rentafill in writing that said person is no longer the Customer's duly authorised representative).
- 3.2 In the event that the Customer's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Rentafill in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Customer specifically acknowledges and accepts that they will be solely liable to Rentafill for all additional costs incurred by Rentafill (including Rentafill's profit margin) in providing any Equipment, Services or variation/s requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

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4. Errors and Omissions

- 4.1 The Customer acknowledges and accepts that Rentafill shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Rentafill in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Rentafill in respect of the Equipment hire and/or services.
- 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of Rentafill; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

5. Change in Control

- 5.1 The Customer shall give Rentafill not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Rentafill as a result of the Customer's failure to comply with this clause.

6. Charges and Payment

- 6.1 At Rentafill's sole discretion the Charges shall be either:
- (a) as indicated on invoices provided by Rentafill to the Customer in respect of Equipment supplied on hire; or
 - (b) Rentafill's current Charges, at the date of delivery of the Equipment, according to Rentafill's current price list; or
 - (c) Rentafill's quoted Charges (subject to clause 6.2) which shall be binding upon Rentafill provided that the Customer shall accept in writing Rentafill's quotation within thirty (30) days.
- 6.2 Rentafill reserves the right to change the Charges in the event of a variation to Rentafill's quotation. Variations will be charged for on the basis of Rentafill's quotation, and will be detailed in writing, and shown as variations on Rentafill's invoice. The Customer shall be required to respond to any variation submitted by Rentafill within ten (10) working days. Failure to do so will entitle Rentafill 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.
- 6.3 At Rentafill's sole discretion, a deposit (in the form of a bond) shall be required at the commencement of this Contract, which shall be refunded to the Customer by within thirty (30) days of the return of the Equipment, provided that the Customer has complied with their obligations hereunder. The deposit may be used to offset any applicable Charges payable by the Customer under clause 14.4, and any outstanding balance thereof shall be due as per clause 6.4.
- 6.4 Time for payment for the Equipment being of the essence, the Charges will be payable by the Customer on the date/s determined by Rentafill, which may be:
- (a) on or before delivery of the Equipment; or
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Rentafill.
- 6.5 Any long term and/or package discount previously offered by Rentafill to the Customer shall become null and void if the Customer is to default in their payment obligations, and the Charges shall become Rentafill's standard price as at the date of the original hire until the account is back in terms.
- 6.6 Payment may be made by eftpos, electronic/on-line banking, credit card (a surcharge may apply per transaction, which may include an additional penalty fee (as per clause 16.2) in the event the transaction is declined. Furthermore it shall be the Customer's responsibility to ensure that there is sufficient funds available for Rentafill to charge their card in accordance with any payment agreement made between the parties), or by any other method as agreed to between the Customer and Rentafill.
- 6.7 Rentafill may in its discretion allocate any payment received from the Customer towards any invoice that Rentafill determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Rentafill may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Rentafill, payment will be deemed to be allocated in such manner as preserves the maximum value of Rentafill's Purchase Money Security Interest (as defined in the PPSA) in the Equipment.
- 6.8 The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Customer by Rentafill 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 Customer must notify Rentafill in writing within fourteen (14) of receipt of invoice, the invoice shall remain due and payable for the full amount, until such time as Rentafill investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Rentafill placing the Customer's account into default and subject to default interest in accordance with clause 16.1.
- 6.9 Unless otherwise stated the Charges does not include GST. In addition to the Charges the Customer must pay to Rentafill an amount equal to any GST Rentafill must pay for any supply by Rentafill under this or any other agreement for the hire of the Equipment. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Charges. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.
- 6.10 Receipt by Rentafill of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

7. Credit Card Information

- 7.1 Rentafill will:
- (a) keep the Customer's personal details, including credit card details for only as long as is deemed necessary by Rentafill;
 - (b) not disclose the Customer's credit card details to any third party; and
 - (c) not unnecessarily disclose any of the Customer's personal information, except in accordance with the Privacy Act (clause 18) or where required by law.
- 7.2 The Customer expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Customer, any Equipment (or any part of them) supplied on hire that are lost or damaged or any other additional charges are due from the

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Customer which were not known at the time of the return of the Equipment, Rentafill is entitled to immediately charge the Customer's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Customer pursuant to the terms of this Contract.

8. Hire Period

- 8.1 In accordance with clause 14, hire commences the day of shipping the Equipment and shall cease when the Equipment arrives back to Rentafill complete and in good working order. If repairs and other work are required, the hire shall continue until such time as all the Equipment is in good working order and suitable for re-hire.
- 8.2 Further to clause 8.1, shipping can be effected by either the Customer, the Customer's nominated carrier; or Rentafill's nominated carrier, and:
- (a) in the event the Customer uses their nominated carrier to collect and/or return the Equipment, it shall be the Customer responsibility to insure the Equipment whilst in transit; and
 - (b) at Rentafill's sole discretion, where delivery/return is effected by Rentafill's nominated carrier, allowances will be taken into consideration in the event of any delays.
- 8.3 The Customer must give a minimum of one (1) business days' notice for the collection of any Equipment on site.
- 8.4 Hire is for a one (1) week minimum period which is based on a seven (7) day period. The day of collection or delivery of Equipment or the day of return is classified as a full day regardless of the time.
- 8.5 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason (including, but not limited to, any delays in the delivery/return of the Equipment by the Customer's agent), unless Rentafill confirms special prior arrangements in writing. In the event of mechanical Equipment breakdown, provided the Customer notifies Rentafill immediately, hiring charges will not be payable during the time the Equipment is not working. Mechanical breakdown shall mean a mechanical failure of the Equipment not incompatibility of the Customer's product, incorrect setup of the Equipment or due to negligence or damage caused by misuse on the part of or attributable by the Customer.
- 8.6 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 11 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters clause 11 will apply generally for the purposes of the PPSA.

9. Delivery

- 9.1 Delivery ("**Delivery**") of the Equipment is taken to occur at the time that:
- (a) the Customer or the Customer's nominated carrier takes possession of the Equipment at Rentafill's premises; or
 - (b) Rentafill (or Rentafill's nominated carrier) delivers the Equipment to the Customer's nominated address even if the Customer is not present at the address.
- 9.2 At Rentafill's sole discretion, the cost of Delivery is in addition to the Charges.
- 9.3 Rentafill will assume Delivery is to a business factory address and a forklift shall be on site for the loading and offloading of crates, unless notified by the Customer. Any additional charges by the nominated carrier due to residential Delivery and/or requirement of a tail lift, Delivery will be the Customer's responsibility. Deliveries to properties or farms shall not be classified as business addresses.
- 9.4 The crate and packaging used to deliver Equipment to the Customer belong to and always remain the property of Rentafill. Crates must be stored out of the weather and returned in the condition as close to which they were sent to the Customer. Customers that do not adhere to the instructions for opening crates, damage, dispose of or misuse the crates with exception for freight damage, will be charged the replacement cost of the crate and packaging. Damage caused in transit to the crates should be notified to Rentafill within twenty-four (24) hours of receiving it.
- 9.5 Any time specified by Rentafill for Delivery of the Equipment is an estimate only and Rentafill will not be liable for any loss or damage incurred by the Customer 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 Rentafill is unable to supply the Equipment as agreed solely due to any action or inaction of the Customer, then Rentafill 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.

10. Title and Risk

- 10.1 The Equipment is and will at all times remain the absolute property of Rentafill, and the Customer must return the Equipment to Rentafill upon request to do so.
- 10.2 If the Customer fails to return the Equipment to Rentafill as is required under this Contract or when requested to do so, then Rentafill or Rentafill's agent may (as the invitee of the Customer) enter upon and into any land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. Any costs incurred by Rentafill as a result of Rentafill so repossessing the Equipment shall be charged to the Customer.
- 10.3 The Customer is not authorised to pledge Rentafill's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.
- 10.4 Rentafill retains ownership of the Equipment nonetheless all risk for the Equipment passes to the Customer on Delivery.
- 10.5 The Customer accepts full responsibility for the safekeeping of the Equipment and indemnifies Rentafill for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer.
- 10.6 The Customer will insure, or self-insure, Rentafill'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 Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 10.7 The Customer accepts full responsibility for and shall keep Rentafill 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 Customer or any other persons.

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11. Personal Property Securities Act 2009 ("PPSA")

- 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2 Upon assenting to these terms and conditions in writing the Customer 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 Rentafill to the Customer.
- 11.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Rentafill may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Rentafill for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Rentafill;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of Rentafill.
- 11.4 Rentafill and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 11.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 11.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 11.7 Unless otherwise agreed to in writing by Rentafill, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 11.8 The Customer must unconditionally ratify any actions taken by Rentafill under clauses 11.3 to 11.5.
- 11.9 Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.

12. Security and Charge

- 12.1 In consideration of Rentafill agreeing to supply Equipment, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, and the Customer grants a security interest in all of its present and after-acquired property for the purposes of, including but not limited to registering Rentafill's security interest over the Customer on the PPSA, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2 The Customer indemnifies Rentafill from and against all Rentafill's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Rentafill's rights under this clause.
- 12.3 The Customer irrevocably appoints Rentafill and each director of Rentafill as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

13. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")

- 13.1 The Customer must inspect the Equipment on Delivery and must immediately notify Rentafill in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Rentafill to inspect the Equipment.
- 13.2 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).
- 13.3 Rentafill acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Rentafill makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Equipment. Rentafill's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 13.5 If the Customer is a consumer within the meaning of the CCA, Rentafill's liability is limited to the extent permitted by section 64A of Schedule 2.
- 13.6 If Rentafill 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 Rentafill may refund any money the Customer 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 Customer which were not defective.
- 13.7 If the Customer is not a consumer within the meaning of the CCA, Rentafill's liability for any defect or damage in the services or Equipment is:
- (a) limited to the value of any express warranty or warranty card provided to the Customer by Rentafill at Rentafill's sole discretion;
 - (b) limited to any warranty to which Rentafill is entitled, if Rentafill did not manufacture the Equipment;
 - (c) otherwise negated absolutely.
- 13.8 Notwithstanding clauses 13.1 to 13.7 but subject to the CCA, Rentafill shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of:
- (a) the Customer failing to properly maintain or store any Equipment;
 - (b) the Customer interfering with the Equipment in any way without Rentafill's written approval to do so;
 - (c) the Customer using the Equipment for any purpose other than that for which it was designed;
 - (d) the Customer continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (e) the Customer failing to follow any instructions or guidelines provided by Rentafill;

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- (f) fair wear and tear, any accident, or act of God.

14. Customer's Responsibilities

14.1 The Customer shall:

- (a) satisfy itself at commencement of hire that the Equipment is suitable for its purposes and compatible with the product for which it is intended;
- (b) notify Rentafill immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification;
- (c) ensure all of the Customer's staff are trained in the correct use, care and maintenance of the Equipment (including, but no limited to, maintaining all consumable or wear parts such as hoses, chuck liners, seals, rollers and proper care of wetted food contact parts etc.);
- (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 Rentafill or posted on the Equipment;
- (e) ensure that:
 - (i) their own risk assessment must be performed and be responsible for installing and guarding measures that are deemed necessary for the safety of the operators and the environment in which the Equipment will be used;
 - (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;
- (f) comply with all work health and safety laws relating to the Equipment and its operation;
- (g) on termination of the hire, return the Equipment complete with all parts and accessories, clean and free from the product, packaged in the crate as received and in good order as delivered, fair wear and tear accepted, to Rentafill;
- (h) keep the Equipment in their own possession and control and shall not assign the benefit of the hire Contract nor be entitled to lien over the Equipment;
- (i) 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;
- (j) indemnify and hold harmless Rentafill in respect of all claims arising out of the Customer's use of the Equipment.

14.2 The Customer shall not:

- (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;
- (b) exceed the recommended or legal load and capacity limits of the Equipment;
- (c) use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- (d) fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold.

14.3 It shall be the responsibility of the Customer, prior to its use of the Equipment that it is sufficiently cleaned. Rentafill accepts no liability for any contamination of the Customer's goods from unclean Equipment should the Customer fail to comply with this clause 14.3.

14.4 Immediately on request by Rentafill the Customer will pay:

- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Rentafill;
- (b) all costs incurred in cleaning the Equipment;
- (c) all costs of repairing any damage caused by:
 - (i) the ordinary use of the Equipment;
 - (ii) the negligence of the Customer or the Customer's agent;
 - (iii) vandalism, or (in Rentafill's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer.
- (d) any or all replacement costs caused by neglect of:
 - (i) wetted food contact parts rendering them unsuitable for re-hire and/or rendering them unsuitable for use as food contact parts under the Australian Food Safety Standard;
 - (ii) machine parts rendering them cosmetically damaged, fair wear and tear excluded;
 - (iii) labelling machine rollers or guides (cuts, tears or chunks taken out);
- (e) the cost of any consumables provided by Rentafill and used by the Customer;
- (f) any:
 - (i) lost hire fees Rentafill would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;
 - (ii) costs incurred by Rentafill in picking up and returning the Equipment to Rentafill's premises if the Customer does not return the Equipment to Rentafill's premises or any pre-agreed pickup location when it was originally agreed that the Customer would do so;
 - (iii) insurance excess payable in relation to a claim made by either the Customer or Rentafill in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Customer and irrespective of whether charged by the Customer's insurers or Rentafill's.

15. Cancellation

15.1 Without prejudice to any other remedies Rentafill may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms of hire Rentafill may repossess the Equipment as per clause 10.2, or suspend or terminate the supply of Equipment to the Customer and any of its other obligations under the terms and conditions. Rentafill will not be liable to the Customer for any loss or damage the Customer suffers because Rentafill has exercised its rights under this clause.

15.2 Rentafill may cancel these terms and conditions or cancel Delivery of Equipment at any time before the Equipment is delivered by giving written notice to the Customer. On giving such notice Rentafill shall repay to the Customer any sums paid in respect of the Charges. Rentafill shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.3 In the event that the Customer cancels Delivery of the Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Rentafill as a direct result of the cancellation (including, but not limited to, any loss of profits).

16. Default and Consequences of Default

16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two- and one-half percent (2.5%) per calendar month (and at Rentafill's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

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- 16.2 If the Customer owes Rentafill any money, the Customer shall indemnify Rentafill from and against all costs and disbursements:
- (a) incurred; and/or
 - (b) which would be incurred and/or
 - (c) for which by the Customer would be liable;
- in regard to legal costs on a solicitor and own client basis, internal administration fees, Rentafill's contract fees owing for breach of these terms and conditions', including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
- 16.3 Further to any other rights or remedies Rentafill may have under this Contract, if the Customer has made payment to Rentafill, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Rentafill under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 16.4 Without prejudice to Rentafill's other remedies at law Rentafill shall be entitled to cancel all or any part of any order of the Customer which remains unperformed and all amounts owing to Rentafill shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Rentafill becomes overdue, or in Rentafill's opinion the Customer will be unable to meet its payments as they fall due; or
 - (b) the Customer has exceeded any applicable credit limit provided by Rentafill;
 - (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 17. Compliance with Laws**
- 17.1 The Customer and Rentafill shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 18. Privacy Policy**
- 18.1 All emails, documents, images, or other recorded information held or used by Rentafill is Personal Information, as defined and referred to in clause 18.3, and therefore considered Confidential Information. Rentafill acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Rentafill acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Rentafill that may result in serious harm to the Customer, Rentafill will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 18.2 Notwithstanding clause 18.1, privacy limitations will extend to Rentafill in respect of Cookies where the Customer utilises Rentafill's website to make enquiries. Rentafill agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Rentafill when Rentafill sends an email to the Customer, so Rentafill may collect and review that information ("collectively Personal Information")
- If the Customer consents to Rentafill's use of Cookies on Rentafill's website and later wishes to withdraw that consent, the Customer may manage and control Rentafill's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 18.3 The Customer agrees for Rentafill to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. 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) about the Customer in relation to credit provided by Rentafill.
- 18.4 The Customer agrees that Rentafill may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
- 18.5 The Customer consents to Rentafill being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
- 18.6 The Customer agrees that personal credit information provided may be used and retained by Rentafill for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Equipment; and/or
 - (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Equipment; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Equipment.
- 18.7 Rentafill may give information about the Customer to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

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- 18.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 18.3 above;
 - (b) name of the credit provider and that Rentafill is a current credit provider to the Customer;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults (provided Rentafill is a member of an approved OAIC 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 Customer no longer has any overdue accounts and Rentafill has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Rentafill, the Customer has committed a serious credit infringement;
 - (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 18.9 The Customer shall have the right to request (by e-mail) from Rentafill:
- (a) a copy of the Personal Information about the Customer retained by Rentafill and the right to request that Rentafill correct any incorrect Personal Information; and
 - (b) that Rentafill does not disclose any Personal Information about the Customer for the purpose of direct marketing.
- 18.10 Rentafill will destroy Personal Information upon the Customer'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.
- 18.11 The Customer can make a privacy complaint by contacting Rentafill via e-mail. Rentafill 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. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

19. Confidentiality

- 19.1 Each party agrees to treat all information and ideas communicated by the other party confidential and each agrees not to divulge it to any third party, without the other party's written consent.
- 19.2 The quotation, hire agreement or any other schedule provided by Rentafill to the Customer is done so on a "commercial in confidence" basis thereby, the Customer agrees not to reproduce or provide said information in any manner to any third party without the prior written approval of Rentafill.
- 19.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request, unless required by law to retain it.
- 19.4 Confidential Information excludes information:
- (a) generally available in the public domain (without unauthorised disclosure under this Contract); or
 - (b) required by law, any stock exchange or regulatory body to be disclosed; or
 - (c) received from a third party entitled to disclose it; or
 - (d) that is independently developed.
- 19.5 The obligations of this clause 16 shall survive termination or cancellation of this Contract.

20. Service of Notices

- 20.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by email to the other party's last known email address.
- 20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

21. Trusts

- 21.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any Trust ("Trust") then whether or not Rentafill may have notice of the Trust, the Customer covenants with Rentafill as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Customer will not without consent in writing of Rentafill (Rentafill will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

22. General

- 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

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- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which Rentafill has its principal place of business and are subject to the jurisdiction of the Hornsby Local Courts of New South Wales.
- 22.3 Subject to clause 13, Rentafill shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Rentafill of these terms and conditions (alternatively Rentafill's liability shall be limited to damages which under no circumstances shall exceed the Charges).
- 22.4 Rentafill may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 22.5 The Customer cannot assign or licence without the written approval of Rentafill.
- 22.6 Rentafill may elect to subcontract out any part of the provision services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Rentafill's sub-contractors without the authority of Rentafill.
- 22.7 The Customer agrees that Rentafill may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Rentafill to provide Equipment on hire to the Customer.
- 22.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make a payment to Rentafill.
- 22.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
- 22.10 This Contract and any subsequent hire agreement between Rentafill and the Customer, shall constitute as the entire agreement between Rentafill and the Customer, and the Customer hereby acknowledges that no reliance is placed on any representation made by Rentafill that is not embodied in this Contract.
- 22.11 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.

Customer's Initials: Date: