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HIRE AGREEMENT – REGULATED

CRE Enterprises Pty Ltd hereby hires to the client named below the Equipment specified below at the rates listed below and in accordance with the attached Terms and Conditions.

Equipment to be returned to :
Burnie : 11 Cattley Street

ATTENTION ALL HIRERS:
ENSURE YOU READ CLAUSES 9, 10 and 11

Name of CRE agent completing this form :		
Payment Method	Existing approved account <input type="checkbox"/>	Credit Card Account <input type="checkbox"/>
For all credit card accounts initial payment for balance of current month hire or total hire period and all transport charges will be paid prior to any equipment leaving CRE depot(s). Any subsequent monthly hire charges will be debited from your credit card during the 1 st working week of every month whilst the agreement is in force. For existing account clients , payments to be made in full on each invoice as per established terms.		
EXISTING BUSINESS ACCOUNT:		
Business Name	ABN	
Contact Name	Business Phone	
Business Address	Fax	
	Mobile	
Postal Address	Email	
Purchase Order No.		
CREDIT CARD ACCOUNT:		
Client Name	Home Phone	
Home / Business Address	Business Phone	
	Fax	
Postal Address	Mobile	
	Email	
Drivers Licence Number		
Date of Birth		

Equipment Delivery Address						
Schedule of Equipment						
ID NUMBER	TYPE / DESCRIPTION	DAILY HIRE RATE	TPT TO	LIFT CHG	TPT FROM	LIFT CHG
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL EXCLUDING GST		\$	\$	\$	\$	\$

"On hire date"	Minimum hire period (Days) For all equipment	30	Days remaining in current month
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DELIVERY INSTRUCTIONS			
Required Date	Approximate Time	Door Orientation	
Site Contact Name	Phone		
Site Details			

I/we hereby certify that the above identification information is correct and equipment is hired subject to the Standard Terms and Conditions of Trading and other conditions herein which I/we acknowledge having read and understood before signing. The undersigned hereby acknowledges that he/she has the authority to make this agreement on the Hirers behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.

Signature _____ Position Held _____

Print Name _____ Date _____

ALL EQUIPMENT IS HIRED ALND ALL SERVICES ARE PROVIDED BY CRE ENTERPRISES LIMITED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF HIRE AGREEMENT ANNEXED HERETO

In the even that a signed copy of this Hire Agreement is not returned to CRE Enterprises then acceptance of delivery and / or pick up of equipment or payment of first or any subsequent hire invoice shall be deemed to be acceptable of the conditions of hire.

CRE ENTERPRISES PTY LTD (hereinafter called "the Owner") ABN 54844962681 ACN 105105968
STANDARD TERMS AND CONDITIONS OF TRADING

1. Definitions

1.1 In this Agreement –

"the Owner" means CRE Enterprises Pty Ltd and includes the employees, agents, and representatives of CRE Enterprises Pty Ltd acting within the scope of their authority;

"the Client" means the client named above in this Agreement, and includes his, her or its employees, agents, and representatives

"the Hirer" means the Client named in this Agreement, even if this Agreement is for the sale of equipment;

"the Purchaser" means the Client named in this agreement;

"the Equipment means any part or piece of or all of the equipment hired or purchased under this Agreement, including, but not limited to: transportable buildings, shipping containers and associated equipment, furniture and accessories;

"First Hire Invoice" means the FIRST INVOICE FROM THE Owner to the Hirer relating to the payment of Hire Charges

"Daily Hire Rate" means the amount specified in this Agreement or on the First Hire Invoice

"Rental" means the money paid by the Hirer to the Owner for the hire of the Equipment, which is calculated by multiplying the number of days in the period of hire by the

Daily Hire Rate;

"Hire Charges" means any and all amounts of money required to be paid by the Hirer to the Owner under this Agreement (for example rental or freight charges) or

Incidental to this Agreement, but does not include money required to be paid as a Purchase Price;

"Purchase Price" means money required to be paid by this Agreement for the purchase of the Equipment'

"the Value of the Equipment" means the Net Insurance Value shown in this Agreement, or if such an amount is not shown or is not applicable (for example because the value of only part or some of the Equipment needs to be calculated), the amount determined by the Owner.

"re-hired out", in relation to the Equipment, means hired to any person (including the Hirer) under an agreement other than this Agreement.

2. Period of Hire

2.1 The period of hire commences from the commencement or "on hire" date as shown in this Agreement or the date of this Agreement or the date that the Equipment is collected by or delivered to the Hirer, and ceases when the Equipment is returned to or collected by the Owner or purchased (paid in full including outstanding rental owing) from the Owner.

2.2 If the Equipment is lost or damaged beyond repair the period of hire ceases when the Hirer pays the Owner the Value of the Equipment plus outstanding rental owing and if the Owner requires, any additional damages, losses or costs incurred by the Owner as a result of the loss or damage and the amount of any costs incidental to replacing the Equipment or from the date on which the Equipment is replaced and re-hired out by the Owner, whichever is the later.

3. Rental, Freight and other charges

3.1 The Hirer must pay Rental to the Owner for each item of the Equipment delivered to or collected by the Hirer.

3.2 The Hirer must pay all freight costs and charges.

3.3 The Hirer must pay any other costs or charges as required by this Agreement or incidental to this Agreement, including, but not limited to, handling and forklift charges, cleaning or transport costs or charges.

4. Payment Terms for customers with prior credit approval

4.1 Unless otherwise specified in this Agreement or as stated on an invoice from the Owner or otherwise agreed in writing between the parties:-

(i) Rental is paid in monthly installments;

(ii) Rental for each calendar month (that is, the Daily Hire Rate multiplied by the number of days in that month) must be paid on or before the last day of the month after date of invoice; and

(iii) Freight costs and charges and any other costs or charges, such as for handling, storage, loading, cleaning or transport, must be paid not more than 30 days from the date of invoice or at such other time as is specified in this Agreement or as stated on the invoice or in any other written agreement between the parties.

4.2 If the Hirer fails to pay any Rental or other Hire Charges, or any installment of Rental or other Hire Charges, on or before the due date the Owner may charge the Hirer interest on the amount due at a rate of 2 per cent per calendar month or part thereof, such interest to run from the due date of payment until the actual date of payment.

4.3 If Rental is not paid by that due date the Owner will repossess the Equipment in accordance with this Agreement.

5. Payment Terms for all other customers is Mastercard or Visacard only

5.1 Unless otherwise specified in this Agreement or as stated on invoice from the Owner or otherwise agreed in writing between the parties:-

(i) A minimum of 30 days hire plus lifting and delivery charges **MUST** be paid in advance prior to delivery

(ii) Rental is paid in monthly installments debited to the nominated credit card, a surcharge of 1.8% will be charged for the use of this facility.

(iii) Rental for each additional calendar month (that is, the Daily Hire Rate multiplied by the number of days in that month) will be debited to the nominated credit card during the first working week of the following month; and

(iv) Return freight costs and charges and any other costs or charges, such as for handling, cleaning or transport, must be paid not more than 30 days from the date of invoice or at such other time as is specified in this Agreement or in the invoice or in any other written agreement between the parties.

6. Indemnity and Damages or Loss

6.1 The Hirer must indemnify and keep indemnified and save harmless the Owner from and against all damages, actions, claims and demands whatsoever including the costs, charges, expenses thereof caused by or arising directly or indirectly or in connection with the transport, use, operation or maintenance of any of the Equipment whether resulting from the negligence of the Owner or otherwise.

6.2 The Hirer is responsible for any loss of or damage to the Equipment, irrespective of how the loss or damage occurred, from the time the Equipment is collected by or delivered to the Hirer until the end of the period of hire.

7. Use of the Equipment

7.1 The Hirer must at all times use the Equipment in a skilful and proper manner and in accordance with all Laws, Government Regulations, directives or conventions and must, at his own expense, clean and maintain the Equipment and keep it in good and substantial repair and condition and return the Equipment in good order and repair and in a clean state.

7.2 The Hirer must not carry or allow or permit to be carried any goods, materials or produce in or on the Equipment which might render the Equipment unsuitable for carrying any other merchandise at any other time.

7.3 If the Equipment is hired for static storage or site accommodation purposes, the Hirer must not move, lift, relocate or transport the Equipment without providing the Owner written confirmation of his intention to do seven days in advance.

- 7.4 The Owner does not warrant the fitness of the Equipment to perform any particular job or function. The Hirer acknowledges and agrees that the Hirer relied on Hirer's own judgement and expertise in this regard. The Hirer acknowledges that the Hirer has not communicated to the Owner the particular use to which the Hirer intends to put the Equipment.
- 7.5 Hirer must permit the Owner to inspect the Equipment at all reasonable times and must give the Owner reasonable and proper facilities to enable the Owner to do so.

8. Breakdown

- 8.1 In the event of a breakdown or failure of the Equipment the Hirer must notify the Owner of the breakdown or failure and must not repair or attempt to repair the Equipment without the prior written consent of the Owner.
- 8.2 If a breakdown or failure is caused by the Hirer's negligence or misuse of the Equipment the Owner may collect or accept delivery of the Equipment, in which case the period of hire is at an end from the date of that delivery or collection or from the date on which the Equipment is successfully repaired and re-hired out by the Owner or replaced and re-hired out by the Owner whichever is the later.
- 8.3 If clause 8.2 does not apply, or if clause 8.2 does apply but the Owner elects to not collect or accept delivery of the Equipment, the Owner will attempt to repair or replace the Equipment within a reasonable time, in which case the period of hire continues uninterrupted and Rental remains payable.
- 8.4 The Hirer must pay all costs of the repair and replacement as well as all associated costs, unless the breakdown or failure of the Equipment is solely due to a fault with the Equipment which is a result of the Owner's fault or negligence.
- 8.5 Under no circumstances is the Owner responsible for any expenditure, damages and/or loss incurred by the Hirer arising out of any repossession, breakdown, failure or transport of the equipment whether caused by fair wear and tear, negligence on the part of the Owner, or any other reason whatsoever.

9. Insurance

- 9.1 The Hirer must insure and keep insured the Equipment throughout the period of hire, against loss, theft, damage or destruction howsoever caused and such other risks as are usually covered by insurance in the type of business in which the Hirer is engaged, including third party and public liability risks to an amount not less than \$10 million or, as the Owner may require in the full replacement Value of the Equipment with an insurance company of repute under a comprehensive policy of insurance free from restriction or excess unless otherwise agreed by the Owner in writing.

Guide to Replacement Values: should a shipping container be stolen, lost or sustain damage that may compromise the ability of the container to be CSC plated to IICL standard then the following minimum replacement values will apply:

10' Standard ISO container	\$4,500 + GST
20' Standard ISO container	\$4,500 + GST
40' Standard ISO container	\$6,000 + GST
20' High cube container	\$5,500 + GST
40' High cube container	\$7,500 + GST
20' Shipping base	\$4,000 + GST
40' Shipping base	\$6,000 + GST
8" or 10" Bunded container	\$8,000 + GST

For replacement value of equipment not listed above please contact CRE Enterprises Pty Ltd to confirm correct insurance value of the Equipment on hire.

10. Repossession by the Owner

- 10.1 Notwithstanding anything herein contained the Owner may at any time have access to the Hirer's premises to repossess the equipment without notice if required for whatever reason.
- 10.2 Reasons to repossess the equipment may include but are not limited to:-
- (i) The Hirer fails to pay Rental or Hire Charges within 7 days of the due date;
 - (ii) The Owner reasonably believes that the Hirer is misusing the Equipment;
 - (iii) The Hirer commits a breach of any term of this Agreement;
 - (iv) The Hirer commits an act of bankruptcy;
 - (v) The Hirer goes into liquidation, whether voluntary or compulsory; or
 - (vi) A receiver or trustee or administrator is appointed for all or a portion of the Hirer's property.
- 10.3 If repossession takes place, without prejudice to any of the Owner's other rights under this agreement, the period of hire ceases when the Equipment is available to be re-hired out by the Owner, free of all Customer repossessed goods contained therein. Costs to unpack, store, handle, transport or relocate goods belonging to the Hirer will be at the cost of the Hirer.
- 10.4 The Hirer agrees that the Owner or its agents will not be liable for damage or loss of any goods contained or stored within the Equipment during the act of conducting a repossession due to failure of the Hirer to abide by this Agreement.

11. Right of Entry

- 11.1 Should repossession action be necessary to recover the Equipment due to reasons outlined in clause 9 above, the Owner or his Agents are deemed to have the right of entry to recover the equipment subject to the "Agreement to Hire".
- 11.2 Enforcement and legal expenses incurred with the recovery of the equipment shall be payable by the Hirer.

12. Sale of Equipment

- 12.1 Where the Equipment is sold the customer acknowledges that:
- (i) Ownership of the Equipment does not pass to the customer until the Owner is paid in full without deduction including any outstanding rental owing.
 - (ii) The equipment is purchased at the sole risk of the Customer from the time the Customer takes delivery of the Equipment.
 - (iii) Payment must be made not more than 7 days from the date of invoice or at such other time as is specified in this Agreement or in the invoice or in any other written agreement between the parties or within 7 days of collection of or delivery of the Equipment, whichever is the earlier.
 - (iv) The equipment is purchased free of any warranty, and any condition description or representation as to the condition, quality, merchantability or fitness of the Equipment is hereby excluded to the extent commonwealth, state and territory laws permit, unless otherwise stated in writing by the Owner.

13. Disputes

- 13.1 The Hirer agrees that any dispute, civil matter, legal action or other proceeding that requires a resolution through arbitration, conciliation or court process will be granted jurisdiction in Hobart, Tasmania

CRE CREDIT CARD AUTHORISATION

1. INITIAL PAYMENT				
Days remaining in current month		@ \$	per day	= \$
		Delivery transport	=	\$
		Lift fee out	=	\$
		Return transport	=	\$
		Lift fee in	=	\$
		Additional transport (if req'd)	=	\$
		Add GST @ 10%	=	\$
		TOTAL OF INITIAL PAYMENT	=	\$

2. MONTHLY PAYMENT

Will be: Number of days in month multiplied by daily rate per container or item.

CREDIT CARD DETAILS	
Credit Card type	
Name on Card	
Card number	
Expiry date	

Please debit my credit card (details above) with the monthly amount as shown in my CRE Enterprises Hire Agreement. I agree to this amount being charged during the 1st working week of every month whilst this Agreement is in force.

Signature

Date

OFFICE USE ONLY			
Credit approval		Date	