

# CREDIT APPLICATION

## ORGANISATION NAME

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Please complete all relevant sections and ensure that the partner/director has signed the form, as this must be signed for an account to be approved.

### Please return this form to:

#### QUEENSLAND

Post Form Direct  
56 Enterprise Street  
Svensson Heights, Qld, 4670

Fax 07 4152 8700

Email [accts@formdirect.com.au](mailto:accts@formdirect.com.au)

Phone 1300 659 830

#### VICTORIA

Post Form Direct  
P.O BOX 222  
MOE, Victoria, 3825

Fax 03 5127 2727

Phone 03 5127 2757

Email [acctsvic@formdirect.com.au](mailto:acctsvic@formdirect.com.au)

Please contact us if you have any questions relating to this application.

When applying for this account, you are applying for an account with both entities listed below.

**FormDirect**  
*In, on & around concrete*

**T** 07 4152 8788  
**F** 07 4152 8700  
**W** [www.formdirect.com.au](http://www.formdirect.com.au)

Head Office: 56 Enterprise St  
Svensson Heights QLD 4670

**ABN** 91 058 133 485

**ReliableHire**  
*Equipment you can rely on*

**T** 07 4154 2779  
**F** 07 4153 2324  
**W** [www.reliablehire.com.au](http://www.reliablehire.com.au)

Head Office: 56 Enterprise St  
Svensson Heights QLD 4670

**ABN** 64 149 347 928

ENTITY DETAILS			
<input type="checkbox"/> SOLE TRADER <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> COMPANY <input type="checkbox"/> TRUSTEE (PLEASE TICK ONE)			
BUSINESS / COMPANY NAME / TRUSTEE NAME		ACN / ABN	
TRUST NAME		ABN	
TRADING AS			
CONTACT DETAILS			
PRIVATE ADDRESS (SOLE TRADER / PARTNERSHIP)			
REGISTERED OFFICE ADDRESS			
BUSINESS ADDRESS			
POSTAL ADDRESS			
TELEPHONE		MOBILE	FAX
EMAIL			
DATE OF INCORPORATION	NO. OF EMPLOYEES	ANNUAL TURNOVER \$	MONTHLY CREDIT REQUIRED \$
PREMISES ARE <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED (PLEASE TICK ONE)		TYPE OF INDUSTRY	
DIRECTORS / PARTNERS FULL NAMES & ADDRESSES (SOLE TRADERS & PARTNERS MUST PROVIDE DATE OF BIRTH)			
1.		PHONE	DOB
ADDRESS			
2.		PHONE	DOB
ADDRESS			
3.		PHONE	DOB
ADDRESS			
YOUR ACCOUNTS PAYABLE DEPARTMENT CONTACT DETAILS			
ACCOUNTANT		DIRECT PHONE	BRANCH
CONTACT NAME		DIRECT PHONE	DIRECT FAX
EMAIL			
TRADE REFERENCES (FOUR MAJOR SUPPLIERS, EXCLUDING UTILITY SERVICE ACCOUNTS)			
1.		PHONE	FAX
2.		PHONE	FAX
3.		PHONE	FAX
4.		PHONE	FAX

I/We acknowledge that I/We have considered and have agreed to accept & abide by all the terms and conditions in the agreement.

NAME \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

# TERMS & CONDITIONS

## 1. PRICE

- 1.1 The "Price" refers to the repair cost or the purchase price of any goods.
- 1.2 Any quotation for the cost of any repairs is provisional only and is subject to the diagnosis of any fault which diagnosis is only possible when the repair work has commenced and the goods have been dismantled AND the Customer hereby authorizes Form Direct / Reliable Hire to undertake such further work as may reasonably be required to rectify such faults and to vary the price accordingly subject clause 1.3.
- 1.3 If the cost of rectifying any additional fault discovered when performing the repair work in the reasonable opinions of Form Direct / Reliable Hire makes it not economic to repair the goods, Form Direct / Reliable Hire will notify the customer and not proceed with the repair until instructed to do so by the Customer. In any case, the Customer agrees to pay the full cost of repairs affected to that date.
- 1.4 Unless otherwise stated the Price is exclusive of freight delivery costs insurance and other charges in relation to the transfer of the goods between the supplier Form Direct / Reliable Hire and the Customer all of which charges shall be payable by the Customer.
- 1.5 Unless otherwise agreed in writing Form Direct / Reliable Hire reserves the right to vary all prices without notification.
- 1.6 All prices are exclusive of any consumption tax or other government taxes which may be introduced throughout the term of the Customer's business association and relationship with Form Direct / Reliable Hire. All Prices will clearly include reference to GST components (if applicable).
- 1.7 Due to the expense of raising and processing an invoice, a \$5.00 accounting or handling charge will apply to all invoices under \$25.00.

## 2. RISK

- 2.1 All care will be taken but no responsibility will be accepted for loss or damage to the goods.
- 2.2 Risk in the goods shall pass to the Customer upon the product being allocated to this agreement (Allocation) by Form Direct / Reliable Hire or its third party supplier if applicable.
- 2.3 Without limiting the generality of clause 2.2 all transit/carriage of the goods after allocation shall be at the Customer's risk in relation to all transfers which may be made between Form Direct / Reliable Hire, the Customer and any third party Supplier and irrespective of whether the transfer is arranged by Form Direct / Reliable Hire, the Customer or third party Supplier.
- 2.4 The Customer undertakes to provide instruction to Form Direct / Reliable Hire for delivery or collection of the goods within 24 hours of receiving notice of allocation.
- 2.5 The Customer hereby acknowledges that Form Direct / Reliable Hire shall not be liable for damage to the goods or that of the goods which occurs while the goods are in the custody or control of Form Direct / Reliable Hire.
- 2.6 The Customer acknowledges the responsibility to arrange such insurance as it considers appropriate.

## 3. PAYMENT

- 3.1 The price shall be paid by the Customer in cash, by cheque, by approved EFTPOS or credit card facilities (PROVIDED ALWAYS that Form Direct / Reliable Hire shall be at liberty to pass on dealer percentages or charges relating to the usage of facilities if applicable) on the payment date which shall be earlier of:
  - 3.1.1 Delivery/Collection of goods;
  - 3.1.2 7 Days after Form Direct / Reliable Hire notified the Customer that the goods are available for collection by it;
  - 3.1.3 7 Days after the risk in goods which have been ordered has passed to the Customer.
- 3.2 If payment is made by cheque which is dishonoured, Form Direct / Reliable Hire reserves the right to charge the Customer for account and bank charges and other fees incurred by it in respect of such dishonour.
- 3.3 The Customer acknowledges that any delay in payment of the price when due, will result in financial loss to Form Direct / Reliable Hire and in that case Form Direct / Reliable Hire reserves the right to recover from the Customer a default charge in addition to the price, such charge to be calculated on a daily basis at the rate of 12% per annum upon the outstanding balance of the price and to be payable by way of liquidated damages for breach of contract.
- 3.4 Form Direct / Reliable Hire shall be entitled to retain goods until the price of any applicable default or storage charges have been paid in full.

## 4. DELIVERY AND COLLECTION OF GOODS

- 4.1 Every endeavour will be made by Form Direct / Reliable Hire to complete delivery within the period, if any stated, but no liability can be accepted by Form Direct / Reliable Hire for delay in delivery or non-delivery.
- 4.2 The customer shall collect the goods within seven days of being notified by Form Direct / Reliable Hire that the goods are available for collection.
- 4.3 If the goods have not been collected after one month of Form Direct / Reliable Hire notifying the Customer of availability for collection, Form Direct / Reliable Hire reserves the right to thereafter apply an additional storage charge of \$20 per week.

## 5. TITLE AND TRANSFER

- 5.1 Title in goods purchased shall remain with Form Direct / Reliable Hire until payment has been received in full.
- 5.2 Where the Customer obtains possession of goods purchased prior to making payment in full, he/she must:
  - 5.2.1 Store the goods separately from the property of any other person;
  - 5.2.2 At all times ensure that the goods are marked in some manner that will enable their identification as property of Form Direct / Reliable Hire, and
  - 5.2.3 Not purport to mortgage, change, transfer convey or otherwise deal with the goods without the prior consent of Form Direct / Reliable Hire, and
  - 5.2.4 At all times allow Form Direct / Reliable Hire to access the goods to inspect them and to retake possession as its discretion.

- 5.2.5 If the Customer mixes any such products purchased from Form Direct / Reliable Hire in which title has not passed with products in which title has passed, then the Customer shall be deemed to have assigned title to those products to Form Direct / Reliable Hire and such title will only pass back to the Customer when all monies owing to Form Direct / Reliable Hire have been paid in full.
- 5.2.6 The Customer acknowledges that it shall be responsible for providing accurate information in relation to all underground and other latent services and should the Customer fail to satisfy that responsibility then the Customer shall be liable for all losses, damages or other expenses which may flow from such breach.

## 6. EXAMINATION OF GOODS

- 6.1 The Customer is responsible for immediate examination of the goods upon delivery and deficiency or damage thereof must be reported to Form Direct / Reliable Hire in writing within 7 Days of delivery otherwise no such claims shall be considered.

## 7. COMPONENTS PARTS USED IN REPAIRS

- 7.1 All components used by Form Direct / Reliable Hire in repair of goods shall remain the sole property of Form Direct / Reliable Hire until they are fully paid for. If the price is not paid when due, Form Direct / Reliable Hire reserves the right to remove any such parts without liability to the Customer for so doing.

## 8. WARRANTY

- 8.1 Subject to clause 8.2, Form Direct / Reliable Hire hereby warrants its repair work and component parts used in such repair work for a period of 30 Days from the date upon which the Customer is notified that the goods are available for collection. If goods fail as a direct result of such repair work or component parts within that period Form Direct / Reliable Hire will repair the fault at no cost. Warranty does not extend to failure of the goods for reasons unrelated to the initial repair.
- 8.2 To the extent that any component part in the repair is supplied to Form Direct / Reliable Hire by 3rd party, the warranty offered by Form Direct / Reliable Hire in relation to the component shall be limited to Form Direct / Reliable Hire right of re-dress, if any, arising out of the alleged fault in the component.
- 8.3 All goods sold by Form Direct / Reliable Hire carry a warranty period subject to the manufacturers terms and conditions of warranty.
- 8.4 Freight in all warranty claims is payable by the Customer.

## 9. LIABILITY

- 9.1 Form Direct / Reliable Hire shall not be responsible for damage or fault in performance arising out of incorrect or inappropriate operation of goods by the Customer. The Customer acknowledges that Form Direct / Reliable Hire gives no warranty as to fitness of the goods for the intended application of the Customer and that the Customer has relied entirely upon its own evaluation thereof. In particular, the Customer shall be solely responsible for ensuring that the goods are located upon suitable surfaces and in suitable locations (including but not limited to, ensuring that the site supports the weight and other structural elements of the goods and the customary uses).
- 9.2 This document contains all the terms of the agreement between the Customer and Form Direct / Reliable Hire. All other terms, conditions, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise relating in any way to the goods are excluded. To the extent permitted by law Form Direct / Reliable Hire is hereby excused from all liability or any form of loss or damages whether incidental, special, coincidental, general or otherwise (excluding loss of profit and revenue and notwithstanding that Form Direct / Reliable Hire may have been advised of such potential loss or damage) arising out of any breach by default on the part of Form Direct / Reliable Hire under or in connection with supply or repair of goods any defect or alleged defect in the goods or any negligent act, omission, or breach of contract or howsoever.
- 9.3 The provisions of this agreement that purport, exclude or limit Form Direct / Reliable Hire liability shall apply to the full extent permitted by law. Provisions of statutes from time to time in force in Australia may imply warranties or conditions or impose obligations upon Form Direct / Reliable Hire that cannot be excluded, restricted or modified except to a limited extent. If any such statutory provisions apply, to the extent to which it is legally entitled to do so, Form Direct / Reliable Hire specifically limited its liability and responsibility to the extent outlined herein:
  - 9.3.1 If the breach relates to goods:
    - 9.3.1.1. The replacement of the goods or the supply of equivalent goods;
    - 9.3.1.2. The repair of such goods;
    - 9.3.1.3. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - 9.3.1.4. The payment of the cost of having the goods repaired; and
  - 9.3.2 If the breach relates to services:
    - 9.3.2.1. The supplying of the services again; or
    - 9.3.2.2. The payment of the cost of having the service supplied again.

## 10. CREDIT

- 10.1 Subject to clause 6 & 9 hereof no goods may be returned to Form Direct / Reliable Hire nor credit allowed for such return without the prior approval of Form Direct / Reliable Hire.
- 10.2 Any application by the Customer to return goods and receive a credit shall be in writing and shall state the reason for the return and the action requested by the customer on the part of Form Direct / Reliable Hire.
- 10.3 Goods wrongly ordered by the Customer if accepted for credit return by Form Direct / Reliable Hire will subject to a 15% restocking fee.

## 11. DEFINITIONS

- 11.1 "Goods" means the products and or services requested by the Customer together with any goods or services which may be required to fulfil the order or request.
- 11.2 "Customer" means the parties specified as such on the specified face of this document.

# TRADING TERMS

1. Our Trading Terms are strictly 30 Days - EOM;
2. Any amounts which remain unpaid after 30th day of delivery of goods/hire services will attract interest 1% per month (12% per annum) and further, any account which is overdue for a period of in excess of 90 Days will attract an automatic administration fee of \$250.
3. The Applicant also covenants and agrees that it shall be responsible for and indemnify Form Direct / Reliable Hire against all legal costs (on a solicitor and own client basis) which Form Direct / Reliable Hire reasonably incur as a result of recovering fees, charges and expenses which have not been paid in accordance with the Trading Terms specified herein.
- 4.1 The Guarantor/s referred to in the schedule attached hereto specifically request that Form Direct / Reliable Hire enter into the within Credit Application with the Applicant and in consideration of Form Direct's provision of such Credit Account, the Guarantor/s guarantee/s to Form Direct / Reliable Hire the due and prompt payment of all amounts outstanding to Form Direct / Reliable Hire from time to time and further indemnifies Form Direct / Reliable Hire in relation to any matters which may, for any reason whatsoever, be unenforceable as against the Applicant.

- 4.2 The Guarantor/s further covenant/s and agree/s that they are jointly and severally liable in addition to the Applicant to Form Direct / Reliable Hire for all sums of money so owing.
- 4.3 The Guarantor/s further covenant/s and agree/s that Form Direct / Reliable Hire may provide time or other indulgences in relation to amounts due and owing by the Applicant to it, without prejudice to the liability which the Guarantor/s bear hereunder.
5. The Applicant and the Guarantor/s of the Applicant covenant and agree that it shall be a substantial breach of this Credit Application Form if it/they fail to immediately notify Form Direct / Reliable Hire of any change in address or ownership structure of the Applicant.
6. The Applicant and the Guarantor/s of the Applicant also covenant and agree by executing this Application, that they have read and been forwarded the opportunity to obtain independent legal advice in relation to the attached Terms and Conditions and confirm that they form part of each and every supply provided by Form Direct / Reliable Hire to the Applicant and/or the Guarantor/s and further, that such Terms and Conditions may be relied upon by Form Direct / Reliable Hire in addition to any other rights which Form Direct / Reliable Hire may have at law or in equity.

## TERMS OF HIRE AGREEMENT

**BETWEEN:** RELIABLE HIRE AUST. PTY LTD ("RH") being a Company duly registered in the State of Queensland and having its office at 56 Enterprise Street, Svensson Heights in the State of Queensland of the First Part

**AND:** The party referred to at Item 1 of the Schedule ("Hirer") of the Second Part

### TERMS AND CONDITIONS:

1. RH owns the equipment described at Item 2 of the Schedule and agrees to hire the equipment to the Hirer subject to the terms and conditions of this Agreement.
2. The Hirer acknowledges and agrees that the equipment remains the property of RH at all times and Hirer's rights are of limited nature both as to the time and property.
3. RH agrees and acknowledges he has inspected the equipment and it will be in a similar condition upon its delivery.
4. The Hirer agrees to service, maintain and repair the equipment at such intervals as may be necessary for its proper and efficient operation subject always to the terms and conditions set out in this Agreement relating to damage.
5. RH will provide recommended procedures for the usage, maintenance and operation of the equipment and the Hirer covenants and agrees to abide by such recommendations and also to use all reasonable care to maintain the equipment in the same condition in which it was delivered.
6. Maintain and return the equipment to RH in good repair & condition and ensure that daily check of battery water levels, fuels, greasing, oils and tyres of the equipment is carried out.

### 7. THEFT AND DAMAGE WAIVER:

- 7.1 Reliable Hire's Terms and Conditions of Hire stipulate that the Hirer is responsible for all equipment which they have hired. This responsibility means that the Hirer is liable for all costs resulting from theft or damage to equipment which is regarded as fair wear and tear.
- 7.2 The Theft and Damage Waiver is offered to Hirers as an option whereby a 12.5% premium is charged as an extra percentage of the hire charges and added to the hire charges. This charge is automatically added to the hire unless prior to the hire commencing, the customer elects to refuse the Waiver option and accept full responsibility for all damaged and/or missing equipment.
- 7.3 If the Hirer accepts the Waiver Fee, and wishes to avoid any claim for reimbursement due to damage to, or loss of equipment, the Hirer must follow the following procedure. The incident must be reported to the Police and Reliable Hire must be issued with a written copy of the Police Report. The Hirer must fully co-operate with us and provide any photographic or written supporting evidence to help our investigations. The Hirer must also have paid the Waiver Excess amount which is applicable.
- 7.4 These Waiver Excess amounts are: - If the full replacement value of the equipment is up to \$500, the Hirer will pay for the full replacement of the equipment. If the value of the equipment is over \$500, the Hirer will pay whichever is greater of either 15% of the cost of repairing the equipment, or 15% of the cost of replacing the equipment if the equipment is lost, stolen or damaged beyond repair.
- 7.5 Should you wish to decline the Theft and Damage Waiver option, please complete and return to Reliable Hire.

### I/WE DO NOT WISH TO ACCEPT THE THEFT AND DAMAGE WAIVER OPTION AS OUTLINED IN RELIABLE HIRE'S TERMS AND CONDITIONS OF HIRE.

In doing this we agree that we are liable for and agree to pay for any equipment which is lost, stolen or damaged whilst on hire from Reliable Hire. We also agree to pay any associated costs which are incurred as a result of these incidents. We confirm that we have suitable and applicable insurance cover and are able to provide a confirmation of the relevant insurance certificate.

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

8. The Hirer specifically acknowledges that it shall not obtain any proprietary interest in the equipment and agrees that it will not represent to any other party that it holds any such interest in the equipment.
9. This Agreement shall commence on the date referred to at Item 3 of the Schedule and continue for the period specified at Item 4.
10. The Hirer shall make payment of hire fees in accordance with the amount set out at Item 5 of the Schedule hereto, such hire fees being due and payable weekly/fortnightly in advance.
11. The Hirer shall be responsible for payment of all stamp duties, taxes and other fees assessed upon this Agreement. But it is agreed that each party shall meet their own legal fees in relation to preparation of this Agreement.
12. Should any payments due under this Agreement be in default, the Hirer shall pay interest upon demand by RH or at the rate of 2% per calendar month.
13. The Hirer indemnifies RH against any liability or loss arising from any cause whatsoever incurred in connection with the hiring, usage or transporting of the equipment.
14. RH shall be at liberty to terminate this Agreement:
  - i. upon any breach by the Hirer of its obligations;
  - ii. upon the Hirer becoming bankrupt, insolvent or being wound up;
  - iii. upon the Hirer's business being sold, transferred or assigned;
15. upon RH failing to remedy any failure by the equipment to operate properly after the Hirer having given RH a period of fourteen (14) days in which to rectify same.
15. RH shall not be responsible for any consequential loss which the Hirer may assert has been sustained by its business as a result of the equipment's failure to operate and RH agrees and undertakes that any obligation to maintain and service the equipment shall be undertaken by it as expeditiously as possible and the Hirer shall make no claim or have any rights in relation to reasonable delays in the effecting of such service and repairs.
16. The Hirer shall also effect and hold insurance, in relation to third party property damage or third party personal injury which may be incurred or occasioned by the Hirer's use or possession of the equipment.

### 17. PERSONAL PROPERTY SECURITIES ACT (PPSA)

- 17.1 This clause applies to the extent that this Agreement provides a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) (PPS Law).
- 17.2 References to PPS Law in this Agreement include references to amended, replacement and successor provisions.
- 17.3 Reliable Hire may register its security interest. The Customer must do anything (such as obtaining consents and signing documents) which Reliable Hire requires for the purposes of:

- (a) ensuring that the Reliable Hire's security interest is enforceable, perfected and otherwise effective under the PPS Law;
  - (b) enabling Reliable Hire to gain first priority (or any other priority agreed by Reliable Hire in writing) for its security interest; and
  - (c) enabling Reliable Hire to exercise rights in connection with the security interest.
- 17.4 Reliable Hire may recover from the Customer the cost of doing anything under this clause, including but not limited to registration fees.
  - 17.5 The rights of Reliable Hire under this document are in addition to and not in substitution for Reliable Hire's rights under other law (including PPS Law) and Reliable Hire may choose whether to exercise rights under this document, and/or under other law, as it sees fit.
  - 17.6 To the extent that Chapter 4 of the PPS applies to the security interest under this Agreement, the following provisions of the PPS do not apply and, for the purposes of section 115 of the PPS Law are 'contracted out' of this Agreement in respect to all goods to which that section can be applied; section 95 (notice of removal of accession to the extent it requires Reliable Hire to give notice to the Customer); section 96 (retention of accession); section 121 (4) (notice to grantor); section 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires Reliable Hire to give notice to the Customer); section 129 (2) and 129 (3); 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 (re-instatement of security agreement).
  - 17.7 The following provisions of the PPS Law confer rights on Reliable Hire: 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 Customer agrees that in addition to those rights, Reliable Hire shall, if there is default by the Customer, 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 Customer agrees that Reliable Hire may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.
  - 17.8 The Customer waives its rights to receive a verification statement in relation to any registration on the register of a security interest in respect of the Equipment.
  - 17.9 Reliable Hire and the Customer agree not to disclose information of the kind that can be requested under section 275 (1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275 (6)(a) of the PPS Law continues to apply. The Agreement in this sub-clause is made solely for the purposes of allowing Reliable Hire to benefit of section 275 (6)
    - (a) and Reliable Hire shall not be liable to pay damages or any other compensation or be subject to injunction if Reliable Hire breaches this sub-clause.

### 18. SECURITY INTERESTS AND ADDITIONAL SUB-HIRE OBLIGATIONS

- 18.1 The Customer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of Reliable Hire.
- 18.2 The Customer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless Reliable Hire (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Reliable Hire and must be expressed to be subject to the rights of Reliable Hire under this Agreement.
- 18.3 The Customer may not vary a sub-hire without the prior written consent of Reliable Hire (in its absolute discretion).
- 18.4 The Customer must ensure that the Reliable Hire is provided at all times with up-to-date information about the sub-hire including but no limited to the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.
- 18.5 The Customer must take all steps including registration under the PPS Law as may be required to:
  - (a) ensure that any security interest arising under or in the respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
  - (b) enabling the Customer to gain (subject always to the rights of Reliable Hire) first priority (or any other priority agreed to by Reliable Hire in writing) for the security interest; and
  - (c) enabling Reliable Hire and the Customer to exercise their respective rights in connection with the security interest.
- 18.6 Reliable Hire may recover from the Customer the cost of doing anything under this clause, including registration fees.
19. The Hirer also covenants and agrees that RH or RH's nominated representatives shall be afforded a licence to enter upon any premises upon which the equipment is located from time to time throughout the term of this agreement for the purposes, inter alia, of inspecting the equipment and recovering possession of same should the Hirer be in breach of the terms hereunder. RH shall also be permitted an ability to effect repairs to the equipment should the Hirer have failed to attend to its obligations of maintaining the equipment as set out in this agreement. Should RH be required to effect such repairs then the costs of same shall be liquidated debt due and owing by the Hirer to RH, upon presentation by RH to the Hirer of a tax invoice relating to such repairs.
20. Should there be any inherent or latent defect or fault in the equipment and same is reported by the Hirer to RH promptly, RH shall provide replacement equipment or arrange for repairs of the relevant defect or fault within a reasonable period after such notification. It is specifically acknowledged and agreed that this clause shall not apply to any defects, faults or items requiring repair which are attributable, either directly or indirectly, to the Hirer's wilful or negligent use or failure to repair and maintain such equipment.
21. Upon the conclusion of this agreement for any reason whatsoever the Hirer shall be responsible for all costs (including insurance) associated with transportation of the equipment to the address of RH as set out herein and shall also be responsible for properly attending to cleaning of the equipment, and in particular to attending to pump out services as may be required.
22. The Hirer shall be responsible for and shall comply with all statutory requirements associated with the use and possession of the equipment including, but not limited to, its pumping out and other cleaning services.
23. The Hirer acknowledges and agrees having been advised by RH that it has not relied upon any representation, promise or other indication provided by RH to the Hirer, particularly but not limited to, any tax advice in relation to the implications of this agreement. Further, the Hirer acknowledges and agrees having been advised by RH that it should seek independent taxation/financial advice in relation to this agreement.

I, \_\_\_\_\_ BEING A DULY AUTHORISED PERSON OF THE APPLICANT, EXECUTE THIS APPLICATION AND HEREBY ACCEPT THE TERMS & CONDITIONS WITHOUT AMENDMENT.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_