TERMS AND CONDITIONS

1. Throughout these Terms and Conditions the terms “Company” and “SPH” shall mean Southern Plant Hire Pty. Ltd, The term “Purchaser” shall mean the person, firm, or corporation (Including the Purchaser’s employees, agents, successors and assigns having apparent authority to act or sign on behalf of the Purchaser) to whom a hire docket is addressed and includes the applicant whose details appear on or within this Credit Application and the term “Machine” shall mean goods, material, property and services supplied by the Company to the Purchaser.

2. These Terms and Conditions and any hire dockets issued by the Company shall constitute the entire agreement between parties hereto, which agreement shall not be varied in any way except by agreement in writing and executed by both parties. Any waiver of strict compliance with the terms of any agreement by the Company shall not be a waiver by it of the right to insist upon the strict compliance with the terms and conditions hereafter referred to.

3. Company terms of payment are strictly **NETT thirty (30) days from end of month**, and all credit claims be made within 7 days from the date of invoice, Liability shall be joint and several if there is more than one proprietor or applicant and these conditions shall be binding on a proprietor’s /applicants successors and assigns.

4. The Company shall not be liable for damages for failure or delay in delivery due to any cause whatsoever beyond the Company’s control.

5. In the event of overdue payment, any costs, charges or expenses incurred by the Company in recovering or attempting to recover any overdue amounts from the purchaser or in enforcing its rights under these terms and conditions will be payable by the purchaser as a liquidated amount, together with legal costs on a full indemnity basis.

6. The signatories hereby agree that the company may obtain and disclose consumer credit information about them from and to:

   (a). A credit reporting agency to assess this application and to assist in recovery action.

   (b). Any credit provider named by them or mentioned in a credit reporting agency report to assess a credit application, notify defaults or loan status where an account with another provider is in default, or assess credit worthiness. This information may include information as to their credit worthiness, credit standing, credit history or credit capacity.

7. Until such time as your credit manager approves (in writing) of any change in proprietorship, or change in any other particular set out in this application, the parties named in this application shall remain liable for any goods and/or services supplied or provided or otherwise charged to the within credit amount.

8. Unless otherwise agreed by SPH and the sub-contractor in writing to the contrary, minimum conditions of hire are as follows:

   (a). Backhoes and Skid Steers: minimum hire charge of 6 hours on the first day (5 hours work plus 1 hour travel), and hours worked from thereafter.

   (b). Mini excavators: minimum hire charge of 6 hours plus float fee on the first day, and hours worked from thereafter.

   (c). Trucks: minimum hire charge of 6 hours every day.

   (d). All other earthmoving equipment: minimum hire charge of 8 hours on the first day, and hours worked from thereafter, plus applicable float fee(s)

9. Unless otherwise agreed by the Company in writing to the contrary, plant hire rates are based on SPH standard rates. Any site allowances and/or other benefits payable to sub-contractors will be charged as extra to the applicable hourly rate.

10. This credit facility may be withdrawn by the Company at any time without notification.

11. If any term or condition herein is found to be void or unenforceable by law, such invalidity or unenforceability shall not effect the remaining terms and conditions herein and such void or unenforceable term or condition may be severed in whole or in part without affecting the validity and enforceability of any other terms and conditions.

12. These Terms and Conditions are to be read in conjunction with the “Terms and Conditions of Hire” listed on the Hire Dockets. If a copy of these conditions is required please advise.

13. PPSA

   (a) In this clause, “PPSA” means the PPS Act and any other legislation and regulations in respect of it and the following words have the respective meanings given to them in the Personal Property Securities Act 2009 (Cth) (the ‘PPS Act’): collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.
   (b) The Purchaser hereby charges and creates in the Company’s favour a security interest in, for the payment of all monies due from the Purchaser to SPH under this Agreement, all the Purchaser’s present and future beneficial interests in real property and all of the Purchaser’s present and after-acquired property.
   (c) The Purchaser consent to the Company affecting and maintaining a registration on the Personal Property Securities Register (the ‘PPSR’) in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this Agreement and the Purchaser agrees to sign any documents and provide all assistance and information to the Company required to facilitate the registration and maintenance of any security interest. The Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). The Purchaser waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Machines.
   (d) The Purchaser undertakes to do all things required (in each case, including executing any new document or providing any information) that is required by the Company so that we acquire and maintain one or more perfected security interests under the PPSA, to register a financing statement or financing change statement and to ensure that the Company’s security position, and rights and obligations, are not adversely affected by the PPSA;
   (e) This Agreement is a security agreement for the purposes of the PPS Act and the Company may apply amounts received in connection with a security interest contemplated or constituted by this Agreement to satisfy obligations secured by that security interest in any way it determines in its absolute discretion.

Southern
PLANT HIRE SERVICES