CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: ☐ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Company ☐ Other:			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:	Fax No:	Mobile No:	
Personal Details: *(please complete if you are an Individual)*			
D.O.B.	Driver's Licence No:		
Business Details: *(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)*			
ABN:	ACN:	Date Established *(current owners)*:	
Nature of Business:			
Estimated Monthly Purchases: $	Credit Limit Required: $		
Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (*to whom*):			
Directors / Owners / Trustee *(if more than two, please attach a separate sheet)*			
(1) Full Name:		D.O.B.	
Private Address:		State:	Postcode:
Phone No:		Mobile No:	
(2) Full Name:		D.O.B.	
Private Address:		State:	Postcode:
Phone No:		Mobile No:	
Account Terms: ☐ 30 Days ☐ COD			
Accounts to be emailed? ☐ YES ☐ NO			
Accounts Email Address:			
Accounts Contact:		Phone No:	
Bank and Branch:		Account No:	

Trade References: *(please provide companies that are willing to do trade references)*

Name:	Address:	Phone / Email:
1.		
2.		
3.		

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Green Power Solutions Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____

Name: _____

Position: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	$			/ /

STANDARD CONDITIONS OF HIRE/SALE
(TERMS & CONDITIONS)

1. Definitions

 “Owner” is GPS; Green Power Solutions Pty Ltd (ABN 86 141 261 252; ACN 141 261 252:) and its associates.
 “Customer” is the person, firm, organisation, corporation or other entity hiring Plant from the Owner
 “Guarantor” is the person signing the Hire Agreement on behalf of the Customer.
 “Plant” means all equipment including tools, vehicles, mobile equipment, accessories and parts supplied to the Customer.
 “Hire Agreement (QUOTE)” means the agreement between Owner and Customer provided to the Customer (whether signed or not) for the hire of Plant and shall include these Standard Conditions of Hire, any other Special Conditions (which may be changed by the Owner from time to time) and any quote given by the Owner for hire of the Plant

2. Title to Equipment

2.1 The Customer acknowledges that in all circumstances the Owner retains title to the Plant (even if the Customer goes into liquidation or becomes bankrupt during the hire period) and the Plant will not constitute a fixture. The Customer’s right to possess the Plant is as a bailee only.
2.2 The Customer will not be entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Plant in any way which is inconsistent with the rights of the Owner as owner of the Plant nor will the Customer be permitted or authorised to lend or re-hire the Plant to any other person, firm, organisation, corporation or other entity.
2.3 In no circumstance will the equipment be deemed to be a fixture.
2.4 You acknowledge that we may hire or Lease Equipment from a third party if we cannot provide the Equipment to you (“Third Party Owner”) and if this occurs, title in the Equipment remains with the Third-Party Owner.
2.5 Title to the goods being sold to the customer will not pass to the customer until the customer has paid for those goods in full. The Buyer shall insure the Goods to their full replacement value, and arrange for GPS to be noted on the policy of insurance as the loss payee. Irrespective of whether title to the goods remains vested in GPS, risk in the goods shall pass to the Buyer upon delivery.

3. Hire of Power Generators

3.1 “Power Generator” means a device or combination of devices that converts mechanical energy, chemical reaction or photovoltaics to produce electrical energy (also known as a generator set or power source)
3.2 The Customer acknowledges that GPS has the manufacturer’s operating and safety instructions for the Power Generator the customer has hired available to the Customer to read.
3.3 If a crane is required for the safe and proper delivery of a Power Generator, the Customer will be liable for the cost of the crane which includes any waiting time.
3.4 The Customer acknowledge that where the Power Generator is required to be connected to fixed or hard wiring, the Customer is responsible for arranging the connection, maintenance and disconnection of the Power Generator by a suitably qualified electrical contractor who conducts work strictly in accordance with the applicable State or Territory laws and regulations.
3.5 GPS is not responsible for arranging the inspection or reinspection of Power Generators by the applicable electrical safety authority, where required. Such inspections will be arranged by the Customer at the Customers expense.
3.6 The Customer agrees to operate the Power Generator strictly in accordance with the applicable State and Territory electrical laws and regulations.
3.7 The Customer agrees to operate the Power Generator strictly in accordance with all environmental laws and regulations. The Customer agrees to indemnify GPS against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against GPS) which GPS may incur as a result of the Customer’s failure to comply with any environmental law or regulation.
3.8 When operating the Power Generator, the Customer will:

(a) properly position the Power Generator and any accessories to eliminate any adverse environmental impact to ensure that it will not leak, spill or disperse any fluids, oils, coolants or fuels;
(b) in the event of a leak, spill or dispersal, immediately implement control measures to prevent, limit or reduce the impact;
(c) evaluate whether spill kits should be available at the site of the Power Generator is located; and
(d) be responsible for the installation, plumbing or bunding of any external fuel cells or additional tanks.

3.9 GPS makes no warranties about the ability of the Power Generator to provide constant, uninterrupted power supply. The Customer is responsible for ensuring there is a contingency power supply in place on site in the event that the Power Generator fails. The Customer will be liable for and indemnify GPS against all liability, claims, damage, loss, costs and expenses (“Loss”) arising as a result of the Customer’s hire of the Power Generator and the Customer’s failure to implement a contingency power supply unless the Loss was caused by GPS.

4. PPSA:

See below new ruling/law as of 20th May 2017 PPS only applies to equipment on hire for longer than a 2-year period.
http://enews.dvdesign.com.au/t/ViewEmail/y/20FCA8E31F02F9D2/C92EFDA642635E7B5281BC0AA5ABFD98
4.1 In this clause "PPSA" means the Personal Property Securities Act 2009 and any Regulations as amended from time to time.
4.2 For the purposes of this clause the terms used in this clause 13 have the same meaning as contained in the PPSA.
4.3 If the Owner determines that any Hire Contract is or contains a security interest for the purposes of the PPSA, the Hirer must, at its cost and immediately upon The Owner's request:

(a) do all things reasonably required (including execution of documents) to ensure The Owner has a continuously perfected security interest (as defined in the PPSA) created in the Plant pursuant to any Lease Agreement. This includes, but is not limited to:
(b) providing details of any item of collateral sufficient to complete registration of the security interest in accordance with the requirements of the PPS legislation;
(c) enabling the Owner to apply for registration of or give any notification in relation to the security interest
(d) enabling The Owner to exercise rights in relation to the security interest;
(e) procure from any person considered by The Owner to be relevant to its security position, such agreements and waivers as The Owner may at any time require to ensure The Owner attains the highest-ranking security possible in respect of the security interest.

4.4 In circumstances where Hire Contract constitutes a PPS Lease, The Owner acknowledges that it is the grantor and The Owner is the secured party holder of a Purchase Money Security Interest ("PMSI") by virtue of the Hire Agreement and the PPSA.
4.5 The Hirer must not, except with The Owner's express written consent, allow to be, or be liable to become, perfected or attached in favour of any person, a security interest in any of the Plant, and whether to a provider of new value or otherwise.
4.6 Where permitted by the PPSA, the Hirer waives any right to receive the notifications, verifications, is closures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
4.7 The Owner and Hirer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA shall apply to the Hire Agreement.
4.8 To the extent permitted by the PPSA: The provisions of Chapter 4 of the PPSA which are for the benefit of the Hirer or which place obligations on The Owner will apply only to the extent that they are mandatory or The Owner agrees to their application in writing; Where the Owner has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
4.9 For the purposes of section 275(6) of the PPSA, The Owner and Hirer agree and undertake that the Hire Agreement and any information pertaining to the rental of the Plant and details of the Plant shall be kept confidential at all times. either party may disclosure any information pertaining to the Hire Agreement or the rental of the Plant, except as otherwise required by law or that is already in the public domain.
4.10 The Hirer hereby consents and appoints The Owner to be an interested person and the Hirer's authorised representative for the purposes of section 275(9) of the PPSA.

5. Hire Period
5.1 The Customer is entitled to use the Plant for the period of time specified in the Hire Agreement and shall not be varied unless the Owners agrees in writing.
5.2 The hire period starts when the Customer takes possession of the Plant or the Owner delivers the Plant in accordance with the Customer's instructions. The hire period ends when the Plant is back in the Owner's possession.
5.3 The Customer is to be charged from the time the Plant is delivered to the Customer (or delivered in accordance with Customer's instructions) until the hire period ends. The period includes weekends and public holidays and is payable whether or not the Plant is being used.
5.4 Should the hire period be reduced by the Customer; the Owner shall be entitled to increase the hire charge to reflect the reduced hire period.

6. Hire and Other Charges:
6.1 Hire: The Customer will pay the Owner the hire charges set out in the Hire Agreement or quote.
6.2 Other Services: The Owner may, if requested by the Customer, but only if personnel are available, attend the site and instruct the Customer in the operation of the Plant. The Customer shall in addition to the hire charges pay the Owner for such services at rates agreed by the Owner and the Customer.
6.3 Tax and Government Charges: The Customer shall be liable for stamp/hire duty, GST and all other applicable taxes, duties, levies, penalties and any other government charges imposed on the Hire Agreement or in respect of the hire period. Where the Customer claims exemption from duty or tax the Customer must furnish appropriate exemption certificates to the Owner.
6.4 Delivery: If the Customer requires the Owner to deliver, collect or install the Plant, the Customer shall be liable for the cost of delivery, collection or installation at rates agreed by the Owner and the Customer.
6.5 24hr & 12hr charge out rates: Unless otherwise stated on the hire agreement 12hr rates are daily rates of hire if the Plant equipment has been run for 12 hours or less in the period from 7am to 7pm. 24hr rates are daily rates of hire if the Plant equipment has been run for 24 hours or less but greater than 12 hours or a 24hr rate is applied if the equipment has run for less than 12 hours but outside of the normal daily times of 7am to 7pm.
6.6 Variation to Hire Agreement: If in any case where the scope of works has not been adequately provided to the Plant Owner and the Customer has used equipment and or services other than that stated on the Hire Agreement, standard charge out rates will be used at no request or confirmation to the Customer.

7. Payment:
7.1 Customer must pay all Hire Charges and other fees, charges and costs that become due and payable under the Hire Agreement within a nominated date, e.g. COD, 7 Days, 30 Days of the date of invoice.
7.2 If Customer does not pay the invoice in full by the payment due date, GPS may charge, in addition to any other costs recoverable under the Hire Agreement:

(a) Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a 7.5 percent (7.5%) per calendar year and such interest shall compound daily at such a rate after as well as before any judgement as set out under Section 2 of the Penalty Interest Rates Act 1983 (Vic) for the period from the due date until the date of payment in full; and
(b) any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs) incurred by GPS in recovering any unpaid amounts under this Hire Agreement.

8. Customer's Hire Obligations:
8.1 Suitability: The Customer is deemed to be satisfied as to the suitability, condition and fitness for purpose of the Plant. The Owner gives no warranty that the plant is suitable for the Customer's purpose.
8.2. Operation of Equipment: The Customer warrants that at all time they will:

(a) operate the Plant safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions;
(b) ensure persons operating or erecting the Plant are suitably licensed, instructed / trained in its safe and proper use and where necessary hold a current Certificate of Competency;
(c) return the Plant to the Owner in the same good and clean condition it was in when the Customer receives it, ordinary fair wear and tear excluded, or a cleaning charge may be incurred.
(d) display, maintain all safety signs and instructions (as required by law), and ensure that all instructions and signs are observed by operators of the Plant;
(e) ensure all persons operating the Plant wear suitable clothing and protective equipment as required or recommended by the manufacturer or by the Owner;
(f) ensure that no persons operating the Plant are under the influence of drugs or alcohol;
(g) conduct a job safety analysis prior to using the Plant at a site;
(h) accept responsibility for the safe-keeping of and insuring the Plant during the hire period;
(i) ensure that no persons carry illegal, prohibited or dangerous substances in or on the Plant; and
(j) comply with all Environmental Laws from time to time and immediately rectify any breach of an Environmental Law caused by the use of the Plant. The Customer indemnifies and agrees to keep the Owner indemnified against any environmental loss, cost, damage or expense incurred or which may be incurred by the Owner arising from the use of the Plant under this Hire Agreement.

8.3 Operator: If the Owner supplies an operator to operate the Plant ("Operator"), the Operator shall be under the sole direction and control of the Customer and shall during the hire period be deemed to be the employee of the Customer and the Customer shall not allow any other person to operate the Plant without the Owner's prior written consent. The Customer indemnifies and agrees to keep the Owner indemnified against any claims brought against the Owner arising out of the supply of an Operator by the Owner.
8.4 Cleaning, Maintenance and Service:
The Customer must:

(a) clean, fuel, lubricate and maintain the Plant in good condition and in accordance with the manufacturer's and the Owner's instructions at the Customer's cost; and
(b) not in any way alter, modify, tamper with, damage or repair the Plant without the Owner's written consent
(c) at its cost, service the Plant as required by the service schedule of the Plant and supply all coolants or lubricants for these services. Servicing will be required at 250 hrs or 1000km if the plant is mobile and does not have an hour meter. The Owner will supply at no cost to the company enough filters and replacement parts required to affect these services.

8.5 Pre-Start Checks: The customer will conduct weekly "pre-start" checks on all equipment covered under this hire agreement, enter the results of such tests on check sheet supplied by the Owner (or suitable alternative) and send these, immediately, to the Owner by fax on number 03 9408 4330.
8.6 Safekeeping: The Customer must ensure that during the hire period the Plant is stored safely and securely and is protected from theft, seizure or damage.
8.7 Notices, Information and Identifying Marks: The Customer must not alter, deface, remove or erase any notices, safety information, identifying mark, plate or number on the Plant.
8.8 Inspections: The Customer consents to the Owner inspecting the Plant from time to time during the hire period. In addition, the Customer may arrange a joint inspection with the Owner at the end of the hire period.
8.9 Safe Loading and Transport: The Customer will ensure the safe loading, securing and transporting of all Plant in accordance with all laws and manufacturers' guidelines. The Customer and any transporting contractor shall observe any safety directions given by the Owner and/or manufacturer of the Plant for its loading and safe handling.

9. Equipment Breakdown:
9.1 Obligations of Customer:
If the Plant breaks down or becomes unsafe to use during the hire period, the Customer:

(a) shall immediately stop using the Plant and notify the Owner;
(b) shall take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Plant;
(c) shall take all steps necessary to prevent any further damage to the Plant;
(d) may only repair or attempt to repair the Plant with the Owner's written consent

9.2 Obligations of the Owner: If the Plant breaks down or becomes unsafe to use through no fault, negligence, recklessness or misuse by the Customer, the Owner will:

(a) take all steps necessary to repair the Plant or provide parts to effect repair onsite or supply suitable substitute Plant as soon as reasonably possible after being notified by the Customer;
(b) not impose a hire charge for that portion of the hire period for which the Plant was broken down or unsafe, nor the costs associated with any repair or replacement of the Plant.

9.3 Response Times: GPS will use reasonable endeavours to provide telephone support, technical assistance, repair services or replacement Plant within a reasonable timeframe after being notified of a breakdown. GPS does not guarantee any response, attendance, repair or replacement timeframe. Any response time stated by GPS is an estimate only.
9.4 After Hours, Weekend and Public Holiday Attendance: After hours, weekend and public holiday attendance is subject to technician availability, site access, safety requirements, parts availability and transport availability. GPS may charge the Customer for after hours, weekend or public holiday call outs at GPS's prevailing rates
9.5 Customer-Caused Faults: Where a breakdown or fault is caused or contributed to by operator error, misuse, overloading, incorrect connection, fuel contamination, lack of maintenance, unauthorised repair, site conditions or third party interference, the Customer is liable for all call out, labour, travel, accommodation, repair, replacement and associated costs.

10. Lost, Stolen or Damaged Equipment:
10.1 Damage Waiver: The Customer:

(a) will pay the amount for Damage Waiver referred to in the Hire agreement in addition to the Owner's Plant hire rate.
(b) is not required to pay a Damage Waiver fee if it produces to the Owner a current Certificate of Currency for an appropriate policy of insurance that covers loss or damage to the Plant whilst on hire for an amount not less than the full new replacement cost of the Plant.
(c) the damage waiver fee provided on the hire of agreement will only cover small accounts of scratches, dents, paint deformation and or peeled stickers all to a value totalling $1000.
(d) accounts of misuse to the Plant resulting in damage will hold the customer liable for all costs to repair or replace the Plant items.
(e) the customer can request the Plant owner to take out a third-party Insurance Cover for the hire period to fully cover the Plant equipment at and above the Damage Waiver $1000 limit.

10.2 If the Plant is lost, stolen or damaged during the hire period (where proof of appropriate insurance has been produced), the Customer shall be liable for:

(a) any costs incurred by the Owner in repairing or the new replacement cost of the Plant; and
(b) any other costs whatsoever incurred by the Owner as a result of the loss, theft or damage to the Plant, including the continuation of hire charges when the damage was caused by the negligence or omission of the Customer.

10.3 Exclusions to waiver
The damage waiver will not apply: -

(a) where the damage is due to wilful acts of the Customer or any person who is permitted access to the goods; and/or
(b) the instructions for use of the goods are not strictly adhered to.

10.4. Even if the Customer has paid the Damage Waiver Fee, Owner will not waive rights to claim against the Customer for loss, theft or damage to the Equipment and the Waiver **will not apply** if the loss, theft or damage;

(a) has arisen as a result of Customer breach of a clause of this Hire Agreement;
(b) has been caused by Customer negligent act or omission'
(c) has arisen as a result of Customer use of the Equipment in violation of any laws;
(d) has been caused by Customer failure to use the Equipment for its intended purpose or in accordance with Our instructions or the manufacturer's instructions;
(e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
(f) has been caused by a lack of lubrication or a failure to properly service or maintain the Equipment;
(g) has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;

(h) has been caused by the overloading of the Equipment or any components thereof;
(i) is to motors or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical Equipment;
(j) Is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc.;
(k)Is caused by vandalism;
(l) Is to tyres or tubes

11. Return Of Equipment
11.1 Except in the circumstance where Customer has made arrangements agreed by Owner, it is the Customer's responsibility to return the Equipment to the GPS branch hired from during normal business hours.
11.2 If Owner has agreed to collect the Equipment from the Customer, The Customer must ensure it is kept safe and secure until the time of collection.

12. Clean Energy
12. 1. Clean Energy Legislation. For the purposes of this clause
(a) "Clean Energy Legislation" means:
(i) the Clean Energy Act 2001 (Cth);
(ii) the National Greenhouse and Energy Reporting Act 2007 (Cth); and
(iii) any related legislation; including any regulations, and as may be amended from time to time;
(b) The terms used in this clause have the same meaning as contained in the Clean Energy Legislation.
12.2. The parties acknowledge and agree that:
(a) the Plant may form, or may form part of, a facility for the purposes of the Clean Energy Legislation;
(b) to the extent that the preceding paragraph is applicable, the Hirer acknowledges and confirms that, for the purposes of the Clean Energy Legislation:
(i) it has the authority to introduce and implement the operating, health and safety and environmental policies of the facility;
(ii) without limiting the preceding paragraph, it has operational control of the facility;
(iii) it or its controlling corporation may be required under the Clean Energy Legislation to register, submit reports or disclose matters in relation to the facility; and
(iv) it or its controlling corporation may be required to acquire or surrender carbon units, pay a unit shortfall charge, or to otherwise comply with any related obligations or mechanisms regarding the facility;
(c) The Owner is not responsible for the matters referred to in the preceding paragraphs of this clause
12.3. Notwithstanding anything else in these Conditions, the Hirer has no entitlement to, and must not in connection with these Conditions or any Hire Contract, directly or indirectly, pass on, assign or transfer to The Owner any cost or expense incurred or expected to be incurred by the Hirer on account of or in connection with the Clean Energy Legislation.

13. Termination:
13.1 The Owner may terminate the Hire Agreement immediately by notice to the Customer, if:
(a) the Customer breaches any term of the Hire Agreement; or
(b) the Customer becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.
13.2 The Owner may terminate the Hire Agreement for any other reason by 24 hours' notice. The right of termination is in addition to any other rights under the Hire Agreement and does not exclude any right or remedy under law or equity or the survival of other terms under the hire Agreement.

14. Recovery of Equipment:
14.1 If the Customer is in breach of the Hire Agreement or if the Owner has terminated the Hire Agreement with the Customer pursuant to clause 8, the Owner may take all steps necessary (including legal action) to recover the Plant, including entering the Customer's premises to do so.

15. Miscellaneous:
15.1 Severability: If any part of this agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.
15.2 Governing Law and Default Recovery: The Hire Agreement is governed by the laws and each party submits to the exclusive jurisdiction of the courts of the State of Victoria
15.3 Entire Agreement: The Hire Agreement issued to the Customer, together with these Standard Conditions of Hire, comprises the entire agreement between the parties.
15.4 No Reliance: The Customer acknowledges that neither the Owner nor any person acting on the Owner's behalf) has made any representation or other inducement to the Customer to enter into the Hire Agreement and that the only representations (including in relation to the use of the Plant) made are those representations contained in the Hire Agreement.
15.5 Variation: The Owner may at any time vary the Hire Agreement by giving the Customer 30 day's written notice of its intention to do so. Any other variation of these terms and conditions must be agreed in writing by the Owner and the Customer.
15.6 Notice to Customer: Any document which by the Hire Agreement may or must be given by the Owner may be served or given by leaving it at or posting it to the address of the Customer as stated in the Hire Agreement (or last notified by the Customer in writing to the Owner) and shall be deemed to have been served or given at the time of leaving or, if posted, on the business day following the day of postage and any notice may be signed by an officer, manager or solicitor of the Owner on behalf of the Owner.
15.7 No Waiver: No delay or failure to exercise any right, power or remedy accruing to the Owner upon any continuing breach or default under the Hire Agreement shall impair any such right, power or remedy, nor shall it constitute a waiver of any right of the owner to take action or make a claim in respect of, or to have agreed to a continuing breach or default.
15.8 Withdrawal of Credit: Any credit granted by the Owner to the Customer may be reviewed by the Owner at any time without notice. Credit may be withdrawn for Customers failing to make payments or use the Plant in accordance with these Standard Conditions of Hire and a statement may be issued at that time requiring payment within 7 days of any amount due and owing.
15.9 Authority of Customer: The person signing the Hire Agreement for and on behalf of the Customer hereby warrants to the Owner that he or she has the authority of the Customer to make the Agreement on the Customer's behalf and to bind the Customer to the Agreement and hereby indemnifies the Owner against all losses, costs and claims incurred by the Owner arising out of the person so signing the Agreement not in fact having such power and/or authority.
15.10 Previous Editions: This edition of the Standard Conditions of Hire replaces and supersedes all previously issued Conditions of Hire by the Owner.
15.11 Time of the Essence: Time is to be of the essence regarding all obligations of the Customer in the Hire Agreement.

16. Guarantee and Indemnity:
16.1 In consideration of the Owner entering into the Hire Agreement at the request of the Guarantor, the Guarantor:

(a) guarantees to the Owner the performance by the Customer of its obligations under the Hire Agreement;
(b) must ensure that the Customer complies with the Hire Agreement;
(c) indemnifies the Owner with respect to all loss and damage of every kind arising out of a breach by the Customer of the Hire Agreement; and
(d) must not, at any time, do anything which, if done at that time by the Customer, would be a breach by the Customer of the Hire Agreement.

16.2 The guarantee in Clause (a) will remain effective notwithstanding any fact, circumstance or thing which would otherwise render it void or unenforceable.
16.3 The Guarantor must not do anything, in relation to any debt owed by the Customer to the Guarantor, which would have the direct or indirect effect of reducing the amount the Owner is able to recover from the Customer.

17. Hire of Motor Vehicles:

Where the Plant hired by the Customer is a Motor Vehicle these additional Terms and Conditions also apply to the Hire Agreement.
17.1 Definitions: "Motor Vehicle" means a car, truck, utility, trailer, or any other towed vehicles.
17.2 Insurance: The Owner will arrange (at the Customer's cost) motor vehicle accident insurance for each Motor Vehicle to cover any damage caused through a motor vehicle accident. This insurance will not cover the Customer for the loss of the vehicle (stolen or other method other than a motor accident). (How is this to be dealt with?) If the Motor Vehicle is damaged in a motor accident then the Customer will be liable for the following additional costs:
(a) the first $2,500 of the cost of any damage if the driver is 25 years or over;
(b) the first $3,500 of the cost of any damage if the driver is under 25 years;
(c) the cost of repairing damage:
(i) to tyres;
(ii) caused other than by the normal use of the Motor Vehicle;
(iii) caused while the Motor Vehicle is being driven on any road that is unsealed or is not a public road; or
(iv) caused while the Customer is in breach of any clause of the Hire Contract.

17.3 Operation of Motor Vehicles:
17.3.1 The Customer warrants that it will not allow a person to drive a Motor Vehicle if:
(a) the person does not hold an unrestricted licence to drive that class of Motor Vehicle;
(b) the person is under the age of 21 years;
(c) the person is affected by drugs and / or alcohol;
(d) the person has been convicted of any offence relating to driving a motor vehicle under the influence of drugs or more than the legally prescribed limit of alcohol; or
(e) the person has previously been refused motor vehicle insurance.
and hereby indemnifies the Owner against all losses, costs and claims incurred by the Owner arising out of any breach of this warranty.

17.3.2 A breach of any of this agreement will render the insurance void and the Customer liable for the costs of repairs or the replacement cost of the Motor Vehicle.
17.4 Fines and Government Charges: The Customer shall promptly pay all tolls, fines, penalties and other statutory or Government charges arising out of the use of the Motor Vehicle by the Customer during the hire period. If the Owner pays any such charges the Customer must reimburse the Owner within 7 days of receiving notification of the charges from the Owner.
17.5 Safe Loading: The Customer warrants that no Motor Vehicle will be laden in excess of the Motor Vehicle's manufacturer's prescribed load limits at any time during the hire period.
17.6 Consumables: The Customer must return the Motor Vehicle to the Owner with a full tank of fuel and tie down chains and straps or other accessories supplied with the vehicle.

18. Special Conditions for Battery Energy Storage System (BESS) Hire

These Special Conditions apply in addition to the Standard Conditions of Hire/Sale where the Plant includes any Battery Energy Storage System (BESS) unit, associated generator, accessories, cables, communications devices or ancillary equipment. To the extent of any inconsistency, these Special Conditions prevail in relation to BESS Plant.
18.1 Definitions: In this clause 18, unless the context otherwise requires,
"BESS" means any battery energy storage system supplied by GPS;
"BESS Plant" means all BESS units, associated generators, accessories, cables, communication devices and ancillary equipment supplied by GPS; and
"Hire Period" means the period commencing on delivery or collection of the BESS Plant and ending only when off-hire is confirmed by GPS.

18.2 Minimum Hire Periods: Due to mobilisation costs, commissioning requirements, fleet allocation commitments and demand, BESS Plant is subject to minimum hire periods.
BESS units up to 45kVA / 90kWh are subject to a minimum hire period of one (1) month.
Foxtheon, Masspoint and larger BESS systems are subject to a minimum hire period of six (6) months.
If the Customer seeks to off-hire the BESS Plant before expiry of the applicable minimum hire period, GPS may charge hire fees equivalent to the balance of that minimum hire period.
18.3 Delivery, Transport and Lifting: The Customer must ensure that delivery, unloading, reloading, transport and lifting of BESS Plant is undertaken only by crane truck, Franna crane or other lifting equipment approved by GPS. Sliding, dragging, skidding or pushing BESS Plant on or off transport equipment is strictly prohibited. Any loss, damage, cost or liability arising from transport or lifting methods not approved by GPS will be the responsibility of the Customer. GPS may refuse delivery, collection or installation where site access, lifting conditions or site conditions are unsafe or unsuitable.
18.4 Site Access and Customer Responsibilities: The Customer must provide safe, adequate and unrestricted access to the site for delivery, installation, commissioning, operation, inspection, maintenance, servicing and collection of the BESS Plant. The Customer is liable for any additional costs incurred by GPS arising from waiting time, failed deliveries, restricted access, crane delays, unsafe conditions or any other site-related delay. Before energising or starting the BESS Plant, the Customer must contact GPS to review and confirm all relevant electrical connections. If requested by the Customer and subject to availability, GPS may provide an electrician or technician at the Customer's cost.
18.5 Generator Compatibility: The Customer must only operate BESS Plant with generators approved by GPS. GPS may require that the BESS Plant operates solely with generators supplied or approved by GPS and fitted with communications and remote monitoring systems specified by GPS. GPS is not liable for any loss, damage, malfunction, reduced performance or other issue arising from the use of incompatible, defective or poorly maintained generators not approved by GPS.
18.6 Monitoring and Communications: GPS may remotely monitor the operation, status, alarms, charging cycles, fuel usage, location and performance of the BESS Plant. The Customer must not disconnect, disable, interfere with or tamper with any monitoring system, controller, communications device, telemetry unit or operating setting without the prior written consent of GPS.
18.7 Operation and Use: The Customer must ensure that the BESS Plant is operated only by competent, authorised and appropriately trained personnel and strictly in accordance with all applicable laws, standards, site rules, manufacturer instructions and GPS directions. The Customer must not overload, misuse, alter, modify or operate the BESS Plant outside the manufacturer's operating parameters. Any fault, alarm, incident, shutdown, abnormal operation, damage or suspected defect must be reported to GPS immediately.
18.8 Service and Maintenance: Unless otherwise agreed in writing, GPS retains responsibility for scheduled servicing and maintenance of the BESS Plant. The Customer must provide GPS and its personnel with reasonable and timely access to the site to carry out inspection, servicing, maintenance, testing,

repair, replacement or upgrade works.
18.9 Damage, Loss and Liability: Without limiting any other provision of these Terms and Conditions, the Customer is responsible for all loss of or damage to the BESS Plant occurring during the Hire Period, except to the extent caused by the negligence or breach of GPS or fair wear and tear. GPS may recover from the Customer all costs incurred as a result of customer-caused loss or damage, including repair costs, replacement costs, labour, transport, technician attendance, recommissioning and consequential downtime of the BESS Plant.
18.10 Off-Hire Conditions: The BESS Plant remains on hire until GPS has confirmed in writing that the BESS Plant is accepted off-hire. The Customer must ensure that the BESS Plant is made available for collection in a safe, clean, accessible and serviceable condition, fair wear and tear excepted.
18.11 Safety and Compliance: The Customer must comply, and must ensure that all personnel, contractors and agents comply, with all applicable electrical, environmental, work health and safety and site-specific requirements relating to the BESS Plant and its use. GPS may isolate, shut down, disconnect or remove the BESS Plant without liability where GPS reasonably considers that unsafe operation, non-compliance or a risk to persons, property or the environment exists.
18.12 Installation inspection and sign off: All BESS applications must be inspected and signed off in conjunction with GPS electrician at the time of connection and will be subject to a minimum charge of 4 hours at the rate of $180 + GST/hr.
18.13 Acceptance: The Customer is taken to have accepted these Special Conditions upon the earlier of accepting a quotation, issuing a purchase order, accepting delivery of the BESS Plant or using the BESS Plant.

19. Environmental Levy
Environmental Levy is applied to the hire of equipment to assist with the costs of environmental compliance, waste management, recycling programs, battery disposal, spill prevention, and sustainability initiatives. This levy is not a government charge and may be varied by GPS from time to time.