

TERMS AND CONDITIONS OF HIRE

Unpolished (ABN 41768043851) Terms and Conditions of Hire. These conditions of hire apply to all hires by the Company to each Customer unless the Customer is otherwise notified in writing. No variation or cancellation of any of these Conditions of hire will be binding on the Company unless agreed to by a responsible officer of the Company in writing.

1. QUOTATION

Unless otherwise stated in writing the Company's quotation will be valid for a period of up to seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation. Acceptance of the quotation is subject to written confirmation, payment of deposit and the Company's Terms & Conditions of Hire signed by an authorised person on behalf of the Customer. On commencement of hire without the Customer's written confirmation to such action it shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire.

2. DEPOSIT

A non-refundable deposit of 20% is required to secure a quote.

3. CANCELLATION AND VARIATION OF ORDERS

i. Any cancellation fee being 20% of the original contract price. ii. No variation of an order will result in a reduction of the contract price by more than 10%. Where the Customer seeks to vary an order so that the original contract price would reduce by more than 10%, the Customer agrees to pay 90% of the original contract price regardless of the variation requested, before the goods are dispatched.

4. USE OF EQUIPMENT

All Equipment supplied on hire is the property of the Company and remains so until it is A) Returned to the Company. B) The Customer will be responsible for the Equipment until it is returned to the Company, and C) shall maintain the Equipment in good condition, reasonable wear and tear excepted. The Customer warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on its own behalf.

5. ADDITIONAL EQUIPMENT

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

6. EXTENDED HIRE

The Customer must return all Equipment when it is due back. A continuing hire fee for all Equipment not returned to the Company when it is due back will be charged to the Customer, at the standard daily rate of hire, until the Equipment has been returned to the Company. The Customer shall give appropriate notice in writing to the Company if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

7. DELIVERY

The Company makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between the Company and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Where the Customer has taken delivery at the premises of the Company all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been

8. DELIVERY DOCKETS

The Company's Delivery Dockets shall be conclusive evidence of the quantity and identity of the Equipment delivered and as to the date of delivery. The Customer shall be responsible at their own cost for providing a representative to check the quantity and identity of Equipment delivered and to sign the Company Delivery Docket. The Customer acknowledges and agrees that the Company shall be able to deliver the Equipment whether or not a representative of the Customer is present at the time of delivery.

9. MISUSE OF EQUIPMENT

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

10. SECURITY

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the hirer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until the Company receives such notification, the hiring charges will continue. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

11. ACCESS TO SITE

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

12. LIABILITY

The Customer will assume all risks and liabilities with respect to the products and for all injuries arising from the hirer's possession, use, maintenance, repair or storage of the products.

Any person signing the documents for and on behalf of the Customer hereby covenants with the Company that he/she has the authority of the Customer to make this agreement on the Customer's behalf and is empowered by the Customer to bind the Customer to this agreement. Once you leave our premises you are responsible and liable for any accidents, breakages or damages to yourself or others or any of the items hired from Unpolished. Unpolished takes no responsibility for any damage, accident or breakages to your own property or yourself or others caused by any items hired from Unpolished.

13. INDEMNITY CLAUSE

The Customer hereby relinquishes Unpolished from all liabilities, resulting from demands and expenses in any way, arising from injury, death, loss of income, damage to property or persons, caused to the Customer or associated users in respect of the equipment and/or services at all relevant to this event. It is the absolute responsibility of the Customer to maintain and gain relevant insurance. Unpolished may not be held liable for non-attendance of a function due to unforeseen conditions pertaining to traffic conditions, vehicle break-down, weather and environmental conditions, death, or unforeseen circumstances.

14. LOSSES AND DAMAGES

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies the Company in respect of all such loss. The Customer must pay on demand to the Company the following amounts; i. If the Equipment is lost, the Customer must pay to the Company the current replacement cost of the Equipment; ii. If the Equipment is damaged, the Customer must pay for all repairs; iii. If no notice is given to the Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees with continue until notice is given or the Equipment is found.

16. PAYMENT TERMS

All payments are strictly due as specified on the Company Quotation. Failure to meet the Company's trading terms will result in the supply of further goods to be withheld until such time as the payment is made in full. The Company reserves the right to charge interest up to 10% per month on overdue accounts. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice. Any expenses, costs or disbursements incurred by the Company in recovering any outstanding Monies including dishonored cheques, debt collection agency fees and solicitor's costs shall be paid by the Customer.

17. INTERPRETATION

"The Company" means Unpolished (ABN 41768043851). "The Customer" means the person or persons company to whom the Tax Invoice is addressed and shall include their legal representative, administrators, and successors and or permitted assignees. "Equipment" means the items hired by the Customer from the Company from time to time.

Authorised Signature

I/We, the Customer acknowledge that we have read, understood and agree with the Terms and Conditions of Hire as set out in the above agreement.



returned to the premises of the Company by close of business on the last day of hire, then the Company must be notified immediately.

15. CLEANING

The Equipment must be returned properly cleaned by the Customer. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the Customer to clean the Equipment will incur a charge to the Customer.