

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Definitions

1 **Hire A Loo/Hire A Shower/Hire A Pole/We/Us/Our/our**

Means GottaGo Nominees Pty Ltd ATF GottaGo Trust T/A Hire A Loo, Hire A Shower, Hire A Pole and other Hire A ... registered Business Names (under ABN 30 249 364 141). In all places in this document where any registered Business Name or We, Us or Our is used, it is used to mean the full legal entity (and any related entities) detailed here.

2 **The Hirer/You/Your/you/your**

Refers to the person or entity (company, partnership, trust or any other legal entity type) hiring the Hire Equipment from Us and includes any employees, agents and contractors of that person or entity.

3 **Hire Equipment**

Means any of Our equipment including, but not limited to, portable loos, portable showers, temporary power poles (discontinued), site offices, sanitary disposal units, and LED lights, along with any other items available for hire. This also includes equipment we have hired from any third party for the purpose of supplying the equipment to You.

4 **Hire**

Means Your temporary use of Our Hire Equipment as a Bailee only, billable by Us from the On Hire Date, until the Off Hire Date, or as a fixed price for an agreed period with a known Off Hire Date (for example, but not limited to, event or party hires).

5 **On Hire Date**

The date on which the Hire Equipment is delivered and ready for you to use, or the date from which you wanted the Hire Equipment delivered in the event we deliver early (with your agreement) to help our logistics.

6 **Off Hire Date**

The date which you communicate to us that you have finished your use of the Hire Equipment. In the event this date is on a non-working day, and we are unable to retrieve the equipment that day, the Off Hire Date will be determined as the next working day. We honour Off Hire requests at the end of the day as that day, in the same way as we treat afternoon deliveries as On Hire that day, in a swings-and-roundabouts give and take approach.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



7 Logistic Services/Logistic Service/Service/service

Means any part of the work We do for You that requires transport and labour, including but not limited to delivery, pickup, on-site cleaning and waste removal, equipment relocation.

8 Service Zone

Means a geographical region within our service area, as determined by us from time-to-time. Service zones with lower activity and greater distances attract additional surcharges to cover costs.

9 Loo

In this context means a toilet built for portable use and includes our deluxe event hire toilets, robust metal builders toilets, modern plastic builders toilets and sewer connect toilets.

10 Shower

In this context means a shower built for portable use, including a gas fired instantaneous heater with certified installation by a gas-fitter.

11 Pole (Discontinued)

In this context means a 240V temporary power pole (single or 3 phase), including 3 stays and 3 pegs, for connection of power on a construction site, and connected by Energex to the main supply network.

12 Price

Means the Price payable for the Hire Equipment and any services as agreed between Us and You.

13 Standard Terms and Conditions/Terms and Conditions/terms and conditions

Refer to the most recent version of this document available to you at the time of your hire, whether that be a copy emailed or posted to you or present on our website. The most recent version is determined by the date in the 'As Revised' area of the header on each page. Where different versions have different interpretations, the interpretation of the most recent version will apply.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Acceptance

- 1 These Standard Terms and Conditions apply to all Hires. Notification of this is included on our website, in the email signature on our emails, at the bottom of our invoices and the bottom of our account statements. You should receive a copy of these Terms and Conditions when opening an account with us or making a non-account order. You will also receive a copy of our latest Standard Terms and Conditions PDF with every invoice email we send to you.

Notwithstanding this, you are deemed to have been notified that they apply to your hire by the statements on our email signatures, website, invoices and account statements.

- 2 Acceptance of these Standard Terms and Conditions is implied on ordering or receiving any equipment subsequent to notification of these terms and conditions. In the event of an existing hire, the hirer will be deemed to have accepted these Terms and Conditions as part of the hire if no notification to the contrary is received before 7 days have elapsed from written notification of these Terms and Conditions.
- 3 Nothing verbally stated will serve to alter these Terms and Conditions. Any variation must be in writing and signed by an authorized representative of the company, who will be either the Managing Director, or one of our Operations or Office Managers or Owners.

Guarantee of Working Condition

- 4 We guarantee to provide the Hire Equipment to You in clean and good working order. In the event that You find the Equipment to be non-working, you must notify us within 24 hours of delivery, and prior to any substantive use. Where the Equipment is hired for use at a large event, such notice is to occur before the opening of the first day of the event.
- 5 We will replace or reimburse (at our discretion) non-working equipment notified within 24 hours or prior to the opening of a large event.
- 6 Where the equipment stops working after substantive use, or after the opening of a large event, that equipment will be deemed have been broken in use, and a call-out charge will apply for service visits to repair or replace the equipment, and for the damage whether repaired on-site or at our premises.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Equipment Ownership, Management, Risk and Loss

- 7 We remain the owner of our Equipment at all times. Where we have cross hired equipment to supply an order for you, that equipment remains the property of our supplier at all times. Your rights to use the Hire Equipment are as a Bailee only.
- 8 The Hirer is responsible for the security of the equipment at all times whilst on site. Damage to the equipment will be charged. In the event of total loss or destruction of the Equipment (including, but not limited to: fire, malicious act, theft, flood), the Hirer will be responsible to reimburse Us for the full, as new, replacement cost at retail price including GST. The Hirer will additionally be responsible for any lost income while the item is replaced, and for all transports costs associated with the delivery of the replacement item.
- 9 No insurance is offered on the Hire Equipment, and the Hirer should seek independent insurance if required. As a guide only: complete replacement of a loo can cost up to \$2,750 +GST, a disabled loo is up to \$3,600 +GST, a shower including boiler and certified installation is over \$4,000 +GST.

These are indicative prices only, and are subject entirely to supplier retail pricing and transport costs.

- 10 **Minor Damage Waiver Fee.** Your hire will include a charge for the final cleanup of the Equipment, and our Minor Damage Waiver Fee. This fee covers the Hirer for minor wear and tear repairs consistent with the nature of the use of the Equipment. It is at Our absolute discretion what constitutes minor wear and tear, damage, or graffiti, and when a charge will be made for damage or graffiti that We deem to be outside the scope of this fee.
- 11 The Hirer is responsible to ensure that only human waste, toilet paper and water enter the waste tank of the loo. Other items can block our suctions hoses, causing excess on-site time which will be charged back to the customer.

Disposable vapes should never be disposed of in the waste tank, these invariably cause blockages and are difficult to remove on-site, causing a return-to-base situation and can disrupt an entire day's servicing. The cost for this will be charged back to the site causing the blockage.
- 12 We keep full digital records of job allocations and completions, backed by real-time GPS tracking of our vehicles. Logs are kept indefinitely and we are happy to provide detailed confirmation of your servicing history if required for WHS

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



inspections - we do not provide or complete service stickers, which can be subject to human error and cause unnecessary misunderstandings.

- 13 The Hirer is responsible between services for ensuring the loo remains in a sanitary, clean state, and stocked with toilet paper for the purposes of WHS – we ensure each site has at least 2 full rolls of toilet paper at the end of each service.

If more toilet paper is required between services, the Hirer can supply more, or book more frequent servicing as needed.

- 14 The Hirer is responsible for ensuring the Equipment is not moved from the delivery location without discussing or booking the move with us first.

In the event you move the equipment and do not advise us of the new location, lost time finding the relocated equipment on site will be charged back to you.

In the event you move the Equipment to location where we cannot provide Logistics Services, you will be responsible for relocating the Equipment to an accessible location, and for a futile fee.

In the event you move the Equipment and damage it in the process, you will be charged a damage fee up to and including the full replacement cost and lost earning as per clause 8.

- 15 The Hirer must return the Hire Equipment in good working order, free of graffiti, damage and foreign contaminants. Where excessive (at our discretion) graffiti is present that requires substantive effort and cost to remove, the customer will be responsible for the cost of that removal ('Excessive Graffiti Charge').
- 16 Where foreign contaminant(s) are present in a loo or other equipment preventing Us from extracting and disposing of the liquid waste permitted in our EPA Permit and Trade Waste Agreements, the Hirer is responsible for the removal of (or the costs associated with the removal of) such foreign contaminant. This includes but is not limited to oil of any type, concrete powder and other solidifying agents.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Quotations, Prices and Variations of Price

- 17 Our business is in two parts: Hire and Logistics Services, and we are both a hire company and a transport company.

As a hire company, we recognise that our customers with longer term, open ended hires have an expectation of stable pricing for up to 12 months. For example, builders wanting to confidently quote their builds to their customers.

As a transport company, we are subject to sudden and dramatic fluctuations in our cost base (especially diesel and labour costs) and we have reviewed our pricing and billing strategy to ensure the whole business can manage significant change in a responsive way.

- 18 Hire and Logistic Services are now treated as separate items in a quote or invoice.
- 19 Hire and Logistics Service prices are set biannually on 1 January and 1 July, and we reserve the right to vary prices at any other time.
- 20 Hire pricing remains valid for 12 months from the On Hire Date, then reverts to the prevailing rate.
- 21 Logistics Services are charged at the prevailing rate, plus any surcharges. This means, for example, a hire made in June will have the same Hire rate in July, but will possibly be subject to revised service pricing from July's invoice.
- 22 Surcharges can apply for extended wait times on site, limited service windows (set time/set day/set time and day), and based on the Service Zone within our service area. Extended wait times will be charged per 10 minute unit.
- 23 Our Logistic Service prices are based on clear truck access to within 7 metres for a driver to be able use a truck mounted crane for delivery and pickup, and for a service truck driver to be able to reach with the trucks' suction and water hoses.
- 24 Our quality loos are solidly built and are too heavy for manual handling by a lone driver. Manual handling will require the attendance of two drivers, and likely two vehicles. A surcharge will be made for the additional wages and transport costs. In the event you supply labour to manually handle the loo into place, you must supply the same labour for pickup, or a manual handling surcharge will apply.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



25 Written Quotations are valid for a maximum of 30 days, after which they will be withdrawn if not already accepted in writing (by email, online link or text message). Verbal Quotations are not valid until confirmed by Us in writing.

26 Quotations fix the Hire price only and will include an indication of the prevailing Logistics Services pricing. Your acceptance of our quote confirms your hire price for 12 months from the On Hire date (and no longer) of only that hire.

Your acceptance further confirms your understanding of being charged the prevailing Logistics Servicing prices (plus any surcharges) as set each 1 January and 1 July, or in exceptional circumstances, as per our reserved right in clause 19.

27 Unless stated otherwise, the Price does not include GST (quotes will state whether they include or exclude GST (and will add GST where excluded), and the invoice price excludes GST and is then added).

In addition to the Price, the Hirer must pay to Hire A Loo an amount equal to any GST that Hire A Loo must pay to the Australian Taxation Office, for any supply to you under this or any other agreement for the hire of Equipment.

28 The Hirer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Hirer pays the Price.

In addition the Hirer must pay any other taxes and duties (including but not limited to EPA reporting levies) that may be applicable in addition to the Price except where they are expressly included in the Price.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Payment

- 29 Non-Account (party hire/event) customers must make payment prior to 7 days before their delivery date to ensure delivery. Delivery will be canceled if payment has not been received by 7 days prior to the delivery date. Orders with less than 7 days to delivery must be paid at the time of booking.
- 30 On Account Invoicing is on a monthly basis, in arrears. An application form will be required for new accounts and personal guarantees may be required for Limited Companies and Trusts.
- 31 Standard Terms for On Account customers are Net 14 days.

Non-Payment

- 32 Non-payment of your account beyond your terms will accrue interest at a rate per day equivalent to 14.9% per annum from the statement date. This interest rate will be applied to any court action for recovery.
- 33 Overdue accounts will be suspended and regular servicing suspended until the account is brought up to date. Excessively overdue accounts will result in the removal of the equipment, additional administrative charges (\$25+GST per month overdue) and costs associated with debt recovery, including and not limited to 25% brokers fees and court costs.

Specific Terms – Open Ended/Ongoing Hires

- 34 All hires are charged the delivery and pick-up fee in the month of delivery. The pickup fee includes a Minor Damage Waiver Fee and a Bond Clean equivalent refresh in our yard.
- 35 Unless otherwise agreed, by default, all loos are serviced on a fortnightly schedule. This means that the loo will be pumped out, lightly cleaned internally for all of the working surfaces, and re-stocked with 2 rolls of loo paper, on a day somewhere in the 2nd week.

Often, servicing will be the same day each time. However, we move our servicing around to accommodate a cascading scale of priorities to ensure everyone gets the best service possible. Dependent on that week's logistics, the service will sometimes be slightly less than 14 days or slightly more than 14 days. Our aim is that, over the course of the hire, the average servicing

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



interval will be 14 days. Set day servicing will incur a surcharge, as it prevents this flexibility in our scheduling.

- 36 Standard available servicing frequencies are 1, 2 (default) and 4 weekly (3 weekly is no longer available, as it disproportionately disrupts our job clustering and job clustering is critical to our being able to offer competitive pricing).
- 37 Due to WHS requirements, longer than two weekly service cycles are not available for building sites.
- 38 Bi or Tri-weekly and Daily servicing options are available. These may incur a surcharge per service.
- 39 On Call servicing is no longer available. Longer than 4 weekly service cycles will be negotiated on a case-by-case basis, and will incur a surcharge for excess cleaning time and waste discharge fees.
- 40 Emergency Logistics Services, where the loo has been pushed over or blown over, will attract additional charges.
- 41 Our Logistics Services are allocated an appropriate amount of time based on standard site conditions and access. Excess time will be charged where conditions were not advised prior to our truck's visit. Examples include steep driveways with hairpin turns not suitable for truck access, or access blocked by materials or equipment delivered by other suppliers blocking access to the Equipment.
- 42 Off-schedule loo relocation on the same site will attract a full charge to cover our logistics expenses, and on-schedule relocations attract a partial 'move' charge to reflect the additional time spent onsite using the vehicle mounted crane.
- 43 A "Futile Site Attendance Fee" may be charged at our absolute discretion, where we attempt a Logistic Service for You, and are unable to do so due to factors within your control and beyond our control.
- 44 We endeavour to connect portable showers when we deliver them, and to ensure they are in working condition when we leave. In order to receive this service, the Hirer must have available: a socket or extension lead for power, a 9Kg (BBQ size) gas bottle with sufficient gas, a hose to connect to the shower and a location suitable for the shower water to drain away from.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Specific Terms - Event/Party Loos (Known End Date)

45 Event/Party loos will normally be delivered on a Friday or prior, and collected the following Monday or after. The quoted price is not affected by the delivery or pickup day unless you specifically request weekend pickup or delivery or extend the hire beyond the original quoted hire period.

46 Our drivers have final say on whether a site is suitable for truck access. In the event that conditions are not suitable for the truck (risk of damage, risk of bogging) you may be asked to sign a waiver to cover damage and/or recovery costs, or the job may be canceled, with a futile fee charged.

47 Cancellation by the Hirer

In the event of cancellation, the following refund schedule will apply.

If canceled

- more than 24 hours before delivery: *a full refund will be given (excluding card fees).*
- inside 24 hours and before loading on a truck: *a charge of 20% will be deducted from the refund (80% refund, excluding card fees).*
- after loading on the truck and before delivery is completed: *50% refund, (excluding card fees).*
- after delivery has been completed: *no refund will be made.*

Specific Terms - Power Poles

48 We are no longer supply poles for new hires, and these specific terms apply to existing hires.

49 Minimum hire was 12 weeks and was billed in the first month, along with the installation, delivery and pickup charges, as a package price.

50 The hire of a Pole commenced from when the Pole was installed on the site. The hire will end when the Pole can be removed from the site and, as such, cannot end before Energex has disconnected the Pole.

51 Hire A Pole will not relocate a connected supply pole.

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Indemnities and Exclusion of Liabilities

- 52 The Hirer agrees to use, operate and temporarily possess the Hire Equipment at the Hirer's risk and Hire A Loo has no responsibility or liability for any loss (including but not limited to injury to person and consequential loss) or damage to any property of the Hirer (including consequential loss) by reason of the use or possession of the Hire Equipment by the Hirer.
- 53 To the full extent permitted by law, the Hirer agrees and discharges GottaGo Nominees Pty Ltd ATF GottaGo Trust (including its directors, shareholders, officers, agents and employees) from:
- a all claims and demands; and
 - b any loss or damage whatsoever and wherever caused to the Hirer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, arising directly or indirectly from or incidental to:
 - c a breakdown of, or a defect in, the Hire Equipment or any accident to or involving the Hire Equipment;
 - d the use, operation, repair, maintenance or storage (whether occasioned by the negligence of the company or otherwise) of the Hire Equipment;
 - e any other occurrence which may otherwise be suffered or sustained in, upon or near the Hire Equipment; and/or
 - f Hire A Loo enforcing any of its rights under these Terms and Conditions
- 54 Subject to clause 56, and except as expressly provided to the contrary in these Terms and Conditions, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to these Terms and Conditions or their subject matter are excluded to the maximum extent permitted by law.
- 55 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- 56 Where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to these Terms and Conditions and Hire A loo is not able to exclude that guarantee, term, condition, warranty, undertaking, inducement or representation ('Non-

STANDARD TERMS AND CONDITIONS

AS REVISED 01/01/2024



Excludable Provision'), and Hire A Loo is able to limit Your remedy for a breach of the Non-Excludable Provision, then Our liability for breach of the Non-Excludable Provision is limited to (at Our election):

- a in the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
- b in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

57 Subject to Our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, Our maximum aggregate liability for all claims under or relating to these Terms and Conditions or their subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to the fees paid by You under the Hire Agreement. In calculating Our aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by Us for a breach of any Non-Excludable Provisions.

58 The Hirer indemnifies GottaGo Nominees Pty Ltd ATF GottaGo Trust from all infringement notices caused by actions of The Hirer during the hire and after The Hirer's notification of the end of the hire (off hire) and before the equipment could have reasonably been removed but not longer than 3 business days after said notification. This includes but is not limited to Council infringement notices for moving the equipment onto Council land.

Severability

59 Any provision in this agreement that is prohibited or unenforceable under any applicable law, or in any jurisdiction, shall as to such jurisdiction be ineffective without affecting any other provision of this agreement.

Jurisdiction

60 The laws of Queensland govern these terms and conditions.