

STANDARD TERMS AND CONDITIONS

AS REVISED 01/07/2015



Definitions

1. **Hire A Loo/We/Us/Our**

Means GottaGo Nominees Pty Ltd ATF GottaGo Trust T/A Hire A Loo (ABN 30 249 364 141).

2. **The Hirer/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, 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. **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.

5. **Price**

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

6. **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.

Acceptance

7. 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. 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.

8. 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.

9. 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

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Director or one of our Field or Office Operations Managers.

Guarantee of Working Condition

10. 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.
11. We will replace or reimburse (at our discretion) non-working equipment notified within 24 hours or prior to the opening of a large event.
12. 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.

Equipment Ownership, Risk and Loss

13. Hire A Loo remains the owner of Hire A Loo 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.
14. 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 Hire A Loo 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.
15. No insurance is offered on the Hire Equipment, and the Hirer should seek independent insurance if required. Complete replacement of a loo can cost up to \$2,600 +GST, a disabled loo is up to \$3,200 +GST and a shower including boiler and certified installation is over \$3,500 +GST.
16. **Minor Damage Waiver Fee.** Your hire will include a Restock Fee, which includes 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.
17. The Hirer must return the Hire Equipment in good working order, free of graffiti, damage and foreign contaminants. Where graffiti is present that would prevent the rehiring of the Equipment without removal first, the customer will be responsible for the cost of that removal ('Excessive Graffiti Charge').
18. 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

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contaminant. This includes but is not limited to oil of any type, concrete powder and other solidifying agents.

Quotations, Prices and Variations of Price

19. Hire A Loo can vary the current price at any time, with immediate effect for new hires and 4 week's notice for existing hires.
20. Unless stated otherwise, the Price does not include GST. 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.
21. 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 that may be applicable in addition to the Price except where they are expressly included in the Price.
22. Written Quotations are valid for a maximum of 30 days, after which they will be withdrawn if not already accepted in writing (email will suffice).
23. Verbal Quotations are valid for 48 hours unless confirmed in writing (by email), after which confirmation they will be valid for 30 days as per clause 22.
24. All quotes are subject to variation where unexpected increases in transport costs occur.

Payment

25. Non-Account customers must make payment prior to 7 days before their delivery date to ensure delivery. Delivery will be cancelled if payment has not been received by 7 days prior to the delivery date.
26. On Account Invoicing is on a monthly basis, in arrears. An application form will be required for new accounts and personal guarantees are required for Limited Companies and Trusts.
27. Standard Terms are Net 14 days.

Non-Payment

28. Non-payment of your account beyond 14 days will accrue interest at a rate per day equivalent to 14.9% per annum from the statement date.
29. 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.

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Specific Terms - Event Loos

30. Event 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 the customer specifically requests weekend pickup or delivery or extends the hire beyond the original quoted hire period.
31. **Cancellation.** Event hire toilets cancelled more than 24 hours before delivery will be refunded in full. Inside 24 hours and before loading on the truck, a charge of 20% will be deducted from the refund. After loading on the truck and before delivery is completed, cancellation will result in a 50% refund. After delivery has been completed, no refund will be made.

Specific Terms - Building Site Loos

32. All hires are charged a delivery and pick-up charge on a sliding scale depending on distance from our storage yard.
33. Unless otherwise agreed, all loos are serviced on a fortnightly schedule. This means that the loo will be pumped out, cleaned and re-stocked with 2 rolls of loo paper on a day somewhere in the 2nd week. Wherever possible, this will be the same day each time. However, 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 interval will be 14 days.
34. Additional "On Call" pump-outs, including where the loo has been pushed over or blown over, will attract additional charges.
35. Off-schedule loo relocations on the same site will attract a charge to cover our logistics expenses.
36. A "Site Attendance Fee" will be charged where we repeatedly attempt to service a loo for You, and are unable to do so due to factors beyond our control.

Specific Terms - Power Poles

37. Minimum hire is 12 weeks and is billed in the first month, along with the installation, delivery and pickup charges, as a package price. Please enquire for current pricing.
38. The hire of a power pole commences from when the pole is installed on the site. The hire ends when the pole can be removed from the site and, as such, cannot end before Energex has disconnected the pole.
39. Both over-ground and under-ground power poles require an EWR (Electrician's Work Request) submission by a registered electrician. In all circumstances, Hire A Loo will organise the submission of the EWR through our nominated electrical contractor.
40. Under-ground power poles additionally require a registered electrician to make provision for the Energex connection inside the Energex Green Pillar. This is charged at the cost to Hire A Loo plus 10% administration charge.

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41. Hire A Loo will not relocate a connected supply pole. Poles ready for connection and not yet connected can be relocated. A charge will be made where the relocation is as a result of incorrect original location instructions from the Hirer or a supervisor acting on behalf of the Hirer.
42. Energex will not connect a pole that does not have all of the stays and pegs in place. If a stay or peg is removed prior to connection of the power, and Energex decline to connect the pole, a charge will be made for resubmission of the EWR and for a site attendance, if required, to restore the pole to a connectable state.

Indemnities and Exclusion of Liabilities

43. The Hirer agrees to use, operate and 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.
44. To the full extent permitted by law, the Hirer agrees and discharges Hire A Loo (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
45. Subject to clause 47, 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.
46. 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.
47. 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-Excludable Provision'), and Hire A Loo is able to limit Your remedy for a breach of the Non-

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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.

48. 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.

49. The Hirer indemnifies Hire A Loo 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

50. 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

51. The laws of Queensland govern these terms and conditions.