



ACCOUNT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions – In these Account Terms and Conditions, unless the context or subject matter otherwise requires:

“Quick Access” means Licojo Pty Ltd ATF Barr Sergeant Family Discretionary Trust trading as Quick Access Rental and Training, ABN 81 105 915 47, and its related bodies corporate within the meaning of the Corporations Law and where the context permits, their servants, agents, employees and contractors;

“Account Facility” means the billing arrangement between Quick Access and the Customer which subject to the approval of the Application by Quick Access, will be administered in accordance with these Account Terms and Conditions:

“Application” means the application for an Account Facility to which these Account Terms and Conditions form part;

“Authorised Person” means such person or persons as may be notified to Quick Access by the Customer as being entitled to accept delivery of and operate the equipment.

“Business Day” means any day upon which Quick Access is open for trade;

“Claim” means in relation to a person, corporation or other legal entity, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action; claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against such person, corporation or legal entity however arising and whether ascertained or unascertained;

“Conditions” means these terms and condition of hire;

“Customer” means the party specified as the Customer in a Contract and where the context permits its servants, agents, employees, contractors and Authorised Persons;

“Daily Rate” means Quick Access’ daily charge for hire of the Equipment as specified in a Contract or as otherwise notified to the Customer by Quick Access;

“Equipment” means any plant and equipment specified in a Contract and if the context requires, includes any part of such plant and equipment including any accessories and safety devices;

“Hire Charges” means the amount payable to Quick Access by the Customer for the use of the Equipment determined in accordance with these Conditions;

“Hire Period” means the period commencing on the day that the Equipment is collected by or delivered to the Customer and expiring on the later of:

- (a) the day upon which the Customer has agreed to return the Equipment to Quick Access; or
- (b) the day the Equipment is returned to or made available for collection and is able to be collected by Quick Access provided that if the Equipment is returned to Quick Access before 9:00am on any Business Day or the Customer notified Quick Access that the Equipment is available for collection by 9:00am on any Business Day, the Customer will be regarded as having returned the Equipment on the day preceding that Business Day; or
- (c) the day upon which the Equipment has been repaired or replaced by Quick Access and is made available for hire following any breakdown in the Equipment caused hire following any breakdown in the Equipment caused by the Customer’s acts, omissions, neglect or default, such period being inclusive of weekends and public holidays and periods during which the Equipment is not used by the Customer for any reason whatever including industrial action or suspension of work;

“Hire Terms and Conditions” means the terms and conditions of hire contained in the Application as varied from time to time.



“Sundry Charges” means the cost of cartage, cleaning, oil, grease, harnesses and such other costs as Quick Access may incur relating to the Customer’s use of the Equipment and where appropriate, will be determined in accordance with Quick Access’ schedule of standard sundry charges as varied from time to time.

1.2 Interpretation – In the interpretation of these Conditions and any contract, unless the context of the subject matter otherwise requires:

- (a) a reference to a party includes that party executors, administrator, substitutes, successors and permitted assigns;
- (b) words and expressions defined in the Hire Terms and Conditions have the same meanings in these Account Terms and Conditions unless otherwise defined;
- (c) each covenant by two or more persons as a party is made jointly by all and severally by each;
- (d) singular includes plural and vice versa;
- (e) all contracts will be construed in accordance with the laws of the State in which the hire was initiated; and
- (f) time is of the essence of all the Customer’s obligations to Quick Access, particularly payment of amounts owing.

2. CUSTOMER’S ACKNOWLEDGEMENT

The customer acknowledges and agrees that:

- (a) the Account Facility is a trader’s facility and the Customer is a trader requiring the Account Facility predominantly for the purposes of carrying on or in connection with the carrying on or establishing of a trade, business or profession;
- (b) the Customer has read and agrees to be bound by the Hire Terms and Conditions;
- (c) all Hire Charges and other charges are payable by the Customer at the rate notified by Quick Access but any agreement to reduce damage waiver charges must be in writing and signed by an authorised officer of Quick Access;
- (d) Quick Access may terminate the Account Facility at any time without prior notice;
- (e) The full amount of all Hire Charges and other charges payable by the Customer to Quick Access will become due and owing 30 calendar days after the date on which the charges were first invoiced. The Account Facility is not a credit facility;
- (f) The Account Facility is personal to the Customer and cannot be assigned or transferred to any other party without the prior written consent of Quick Access;
- (g) If the Customer is a company (other than a listed public company) the Customer must notify Quick Access of any action having the effect of altering its control whether by transfer of shared, replacement of its directors or otherwise; and
- (h) The Customer will be responsible for all costs (including legal costs calculated on a solicitor and own client Quick Access incurred by Quick Access relating to any default by the Customer.

3 CREDIT REPORTING

By signing the applicant’s declaration in the Application, the customer consents to Quick Access:

- (a) Disclosing to a credit reporting agency certain personal information about the Customer including identity particulars, the Account Facility limit, payments which may become more than sixty days overdue, any serious infringement of the Account Terms and Conditions which Quick Access believes has been committed by the Customer and advice that payments are no longer overdue;
- (b) Obtaining from a credit reporting agency a report containing personal credit information about the Customer and a report containing information about the Customer’s commercial activities or commercial creditworthiness to enable Quick Access to access the Application; and
- (c) Giving to any guarantor under the Account Facility information including a copy of the Application and any demands for payment of overdue amounts and statements of the Account Facility.



4. LIABILITY FOR PAYMENT

4.1 Customer's Liability

The customer agrees to pay:

- (a) Hire charges, Sundry Charges and all other charges, costs and expenses payment to Quick Access in the manner directed by Quick Access;
- (b) Interest on all outstanding amounts from the due date for payment calculated at a rate which is the higher of 1.5% per month or the interest rate applying to debts under judgments or orders of the Supreme Court of the State plus 5%;
- (c) Damage waiver costs in relation to the Equipment;
- (d) Any costs of repairing or replacing the Equipment required as a result of the Customer's acts, omissions, neglect or default;
- (e) Any GST or similar tax imposed on any supply by Quick Access to the Customer under a Contract including stamp duty; and
- (f) All costs (including legal costs calculated on a solicitor and own client basis) incurred by Quick Access relating to any default by the Customer.

4.2 Hire Charges

Hire charges are calculated by multiplying the number of days in the Hire Period by the Daily Rate.

4.3 Additional Charges

Quick Access may in its discretion charge additional hire for periods during which the Equipment is being delivered to or collected from the Customer or during which Quick Access is unable to deliver or collect the Equipment through no fault of its own.

4.4 Credit

Any claims for credit by the Customer must be made within seven(7) days of receiving Quick Access' invoice.

4.5 Hire Rates

Quick Access reserves the right to revise its schedule of hire rates and related charges without notice.

Quick Access may also revise its hire rates and related charges in circumstances where Quick Access incurs such charges as a result of non-disclosure by the Customer, unforeseen site problems or incorrect physical dimensions, weights or distances relied on by Quick Access.

4.6 Early Return

Quick Access may in its sole discretion, accept return of the Equipment before the scheduled date of return. The Customer will remain liable for all Hire Charges payable to Quick Access despite early return of the Equipment but Quick Access will endeavour to re-hire the Equipment in which case the Customer will only be liable for Hire Charges until the date of such re-hire or until expiration of the Hire Period, whichever is earlier.

5.0 USE OF EQUIPMENT

5.1 Customer's Obligations

The Customer must:

- (a) Ensure that the Customer or an Authorised Person is available to accept the Equipment upon delivery;
- (b) Ensure the Equipment is used:
 - i. For the purpose for which it was designed by the manufacturer;
 - ii. By the Customer or an Authorised Person having the appropriate qualifications, training and licences to operate the Equipment (such as licences required for boom type lifts over 11m in height); and
 - iii. In accordance with all applicable laws and regulations in a skilful, safe and tradesman like manner not extending beyond its capacity (having regard to manufacturers specifications) and not having to endure more such refusal.



6.0 DAMAGE WAIVER AND INDEMNITIES

6.1 Damage Waiver

Unless the Customer provides to the satisfaction of Quick Access, evidence of insurance cover of at least \$250,000 for the Equipment while in the Customer's possession, Quick Access will arrange to take out damage waiver in respect of the Equipment while in the Customer's possession at the Customer's cost. Unless notified to the contrary, the cost of damage waiver is 12.5% of the Hire Charge.

6.2 Limitation on Damage Waiver

The Customer acknowledges that any damage waiver taken out by Quick Access in respect of the Equipment will not extend to cover any loss or damage resulting from the Customer's failure to comply with the obligations contained in clause 5.1 of these Conditions.

6.3 Liability for Repair

The Customer is liable for all excess and other costs associated with any insurance claim in relation to the Equipment and must meet any shortfall in repair or replacement of the Equipment following payment of any amount received under insurance, including any loss suffered by Quick Access as a result of not being able to hire the Equipment.

6.4 Release

The Customer acknowledges that:

- (a) The Equipment shall be at the sole risk of the Customer and Quick Access will not be liable for any Claim the Customer may incur or that may arise from any cause whatever including any fault or other defect in the Equipment; and
- (b) Quick Access will not be responsible for and is free from all liability in respect of all such claims.

6.5 Indemnity

The Customer shall accept full responsibility for, and indemnify Quick Access against all Claims in respect of any injury to persons, or damage to property, arising out of the use of the Equipment during the Hire Period however arising, whether from negligence of the Customer or Quick Access or otherwise and without limiting the foregoing whether or not the Equipment was being operated or transported by a servant of Quick Access or any other person for whose acts Quick Access might be or is held to be responsible in connection with the operation of the Equipment.

6.6 Retrieval of Equipment

The Customer shall indemnify Quick Access for any costs incurred in recovering Equipment whether abandoned, unlawfully detained or otherwise.

7. DEFAULT AND DETERMINATION

7.1 Default

The Customer will be in default of a Contract if:

- (a) It fails to comply with any term of a Contract;
- (b) Becomes bankrupt or makes any arrangement with creditors for liquidation of debts; or
- (c) It is wound up, placed under official management or administration or any administrator, receiver, or receiver and manager is appointed to the Customer.

7.2 Remedies upon Default

If the Customer is in default then, without prejudice to any other rights or remedies;

- (a) Quick Access may terminate any Contract and take possession of the Equipment by entering onto any land or premises owned by or under the control of the Customer upon which the Equipment is situated; and
- (b) The Customer will pay to Quick Access all losses, damages, costs and other expenses whatever suffered by Quick Access as a result of that default including any costs of recovering possession of the Equipment.



7.3 Inability to Supply

If Quick Access is unable to hire the Equipment to the Customer, Quick Access may in its discretion supply or hire alternative suitable equipment to the Customer. If the alternative equipment is not suitable, the Customer may terminate the Contract but Quick Access will not be liable for any Claims arising out of its inability to supply the Equipment or alternative suitable equipment to the Customer.

7.4

The Customer acknowledges that Quick Access may hire or lease the Equipment from a third party (the "Owner") and in that event title to the Equipment remains with the Owner. The Customer agrees, upon reasonable notice, to allow Quick Access to arrange for the Owner to access to the location where the Equipment is located from time to time to inspect the Equipment. The Customer acknowledges and agrees that if Quick Access' agreement with the Owner terminates during the term of this Contract, unless otherwise agreed by the Owner this Contract will automatically terminate and the Owner may immediately recover possession of the Equipment from the Customer. The Owner will not be liable to the Customers in any circumstance for any claim that the Customer may have against Quick Access.