

TERMS AND CONDITIONS

Interpretation

1. Words and phrases appearing in these Terms and Conditions have their ordinary meanings, unless they are specially defined in these Terms and Conditions.
2. Unless the subject matter or context require otherwise, in this Agreement, including the background, schedules, and appendices, if any, the following words or expressions will have the following meanings:
 - (a) means any individual, company, organisation, association or person, jointly and severally if there is more than one, hiring equipment from Global Lift;
 - (b) *Global Lift* means Global Lift Hire (ABN 88 734 154 353) its employees, servants and agents;
 - (c) any reference to a person includes a partnership and a body whether corporate or otherwise, and vice versa;
 - (d) any references to any party includes references to any agents, servants or employees of such party;
 - (e) any word importing the plural includes the singular and vice versa;
 - (f) clause headings do not form part of this Agreement and shall not affect the construction thereof; and
 - (g) references to persons includes a references to corporations and other entities recognised by Law.

Provision of Hire

3. Global Lift will not hire equipment to or on behalf of the Customer except upon the Terms and Conditions specified herein.
4. Notwithstanding any other term herein, each and every request for provision of equipment by the Customer shall be subject to acceptance by Global Lift, and Global Lift may, at its sole discretion, reject any request or any portion thereof.
5. Global Lift shall use its best endeavours to provide equipment to the Customer, but it is expressly agreed that there shall be no liability on the part of Global Lift for any loss suffered by the Customer, howsoever suffered, relating to the inability or failure of Global Lift to provide any such equipment.
6. The Customer shall ensure that the equipment is returned to Global Lift or available for pick up by Global Lift on the return date and time. Global Lift may charge additional fees at its discretion if the Customer fails to make the equipment available or cause any delay which is not directly attributable to Global Lift.
7. If the Customer has requested or allowed a third party to use the equipment, it expressly agrees to indemnify Global Lift with respect to any damage caused by such third party.

Additional equipment

8. The Customer acknowledges that this quotation does not include costing for any additional equipment that is requested by the customer after the date of this agreement, which shall be an additional cost to the Customer.

Payment

9. The Customer shall pay for all Global Lift equipment hire upon acceptance of these Terms and Conditions, or as agreed in writing between the parties.
10. Payments made by cheque shall be deemed to be made on the date on which funds are cleared and made available to Global Lift.
11. Global Lift in its sole and absolute discretion may appropriate any payment made by the Customer to any cause of indebtedness by the Customer to Global Lift.

12. If payments are not made to Global Lift within the time period specified in herein, interest shall apply to and be payable on all outstanding amounts at a rate 3% higher than that specified in the *Penalty Interest Rates Act*, until such time as all outstanding amounts, together with interest, are paid in full.

Title & Risk

13. The title of the equipment shall remain exclusively to Global Lift.
14. The Customer shall not encumber or permit any loans of any kind to attach to the equipment.
15. Global Lift shall grant to the Customer the exclusive right and privilege to use the equipment during the term of hire only.
16. Risk and responsibility for the equipment passes to the Customer on delivery and shall remain the risk of the Customer until it is returned to Global Lift.
17. All equipment shall be returned to Global Lift in the same order and condition as such equipment were provided.

Customer's obligations

18. The customer must at all times:
 - (a) Maintain the security of the equipment to prevent theft, damage or abuse;
 - (b) Immediately notify Global Lift if any fault or damage to the equipment;
 - (c) Not cause, or allow the tampering, maintenance or service of the equipment by any other party other than Global Lift and/or its representatives;
 - (d) Ensure to prevent an willful damage to the equipment and avoid any damage which does not constitute fair wear and tear
 - (e) Keep the equipment free from any marking such as causing paint marks to the equipment
 - (f) Comply with all reasonable direction provided by Global Lift;
 - (g) Comply with any manuals, procedures or standards specified by Global Lift;
 - (h) Supervise third who parties use the equipment;
 - (i) Ensure that no minors under the age of 18 years are using the equipment and that the equipment is supervised at all times supervised by an adult; and
 - (j) Ensure that all parties supervising or otherwise using the equipment are not under the influence of alcohol, illicit substances or un-proscribed medication.
 - (k) Ensure that all parties using and operating the equipment are appropriately equipped to operate such equipment including have the capacity and ability to competently use the machinery and are licensed as necessary to operate such machinery.

Indemnity

19. The Customer unconditionally and irrevocably agrees to pay Global Lift, on a full indemnity basis, for all expenses:
 - (a) that Global Lift incurs as a result of taking action to recover monies owing by the Customer;
 - (b) that Global Lift incurs in connection with enforcing these Terms and Conditions;
 - (c) that Global Lift incurs as a result of Court proceedings in which a claim is made that some payment is void or voidable; and
 - (d) That Global Lift incurs as a result if any failure by the Customer to meet its obligations under these Terms and Conditions.

Continuing Obligations

20. All obligations imposed upon the Customer by these Terms and Conditions are continuing obligations.

Waiver

21. Any waiver by Global Lift in respect of any breach or provision of these Terms and Conditions shall not be deemed to be a waiver in respect of any other breach or of any subsequent breach.

Applicable Law

22. These Terms and Conditions shall be governed by and construed in accordance with the law for the time being in force in Victoria and the parties submit to the jurisdiction of the courts of that State.

Severance

23. If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms and Conditions shall have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms and Conditions or is contrary to public policy.

Death or Incapacity of the Parties

24. These Terms and Conditions shall bind the executors or administrators of the Customer or anyone appointed to manage their affairs should they become incapacitated or otherwise unable to act on their own behalf.

Entire Agreement and Variation

25. These Terms and Conditions constitute the entire agreement between the parties and supersede all communications, negotiations, arrangements and agreements, whether oral or written, between the parties.

26. Any amendment to these Terms and Conditions must be in writing and signed by both parties.

Representations

27. The Customer acknowledges that it has not relied upon any representations, inducements or the like, other than those contained herein.

