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## EQUIPMENT RENTAL AGREEMENT

**NATIONAL SALES RENTALS & SERVICE**

SYDNEY | MELBOURNE | BRISBANE | CANBERRA |

ADELAIDE | PERTH | HOBART | DARWIN

### Premier Rentals Agreement Checklist

(Please Complete)

- ☐ Read the Premier Rentals Equipment Rental Agreement "Terms & Conditions"
- ☐ Driver Licence Verification Completed (please attach copy)
- ☐ Insurance Details Completed
- ☐ Signed Equipment Rental Agreement
  - ☐ Dated & Witnessed Correctly
  - ☐ Signed Privacy Consent & Acknowledgement
  - ☐ Guarantors
- ☐ Direct Debit Form Completed

#### FOR OFFICE USE ONLY

Contract # \_\_\_\_\_

Master Contract ☐ Y ☐ N

Customer Name \_\_\_\_\_

PPSR Registration # \_\_\_\_\_

**ALL YOUR CATERING NEEDS**

## RENTAL AGREEMENT - TAX INVOICE

This Rental Agreement is submitted pursuant to the "Equipment Rental Agreement" and "Equipment Rental Agreement Terms and Conditions" between Premier Rentals Pty Ltd ABN 12 123 208 908 ("we" or "us") and Customer named below ("Customer"). The Customer by submitting this rental agreement offers to rent from us, the Equipment described below. Upon acceptance of this rentals agreement, a rental agreement will come into effect between us and the Customer on the terms set out in this agreement (including any special conditions set out in this agreement). This contract will constitute a valid tax invoice for rent payments on the earlier of the scheduled payment date or date of payment.

### Customer(s) Information

Name of Company:			ABN:
Trading As:			
Billing Address:			State:
Postcode:	Telephone #:	Mobile #:	Fax #:
Full Name Primary Contact:			
Email:		Website:	
Year Established:	Accountant:	Number of Employees:	
Type of Entity:	<input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership		
Business Activity: (eg cafe, restaurant)			
Are Premises:	<input type="checkbox"/> Owned <input type="checkbox"/> Leased / Rented If Leased / Rented: Property managers full name:		
Telephone #:	Fax #:	Email:	
Trade/Credit Reference 1:	Telephone #:	Contact Name:	
Trade/Credit Reference 2:	Telephone #:	Contact Name:	

### Driver Licence Verification

Primary Contact Driver Licence #:	State of Issue:	Expiry Date:	/ /
Name:	DOB:	/ /	
Address:	Postcode:	State:	

**TO BE COMPLETED BY PREMIER RENTALS CUSTOMER ACCOUNT MANAGER.** I certify I have identified and verified the above mentioned to the Driver Licence.

Signature:	Name: (Print)	Date:	/ /
------------	---------------	-------	-----

### Directors / Partners / Proprietor Details

1) Surname:	Given Name(s):	Home Telephone #:	D.O.B:	/ /
Residential Address:		State:	Postcode:	
Email:		Drivers Licence #:		
2) Surname:	Given Name(s):	Home Telephone #:	D.O.B:	/ /
Residential Address:		State:	Postcode:	
Email:		Drivers Licence #:		

### Guarantor's Declaration

We request Premier Rentals to supply goods and services from time to time to the renter and in consideration of that I/we jointly and severally guarantee to Premier Rentals due payments by the renter and all obligations arising from the supply of those goods and services. In the event of any default by the renter, I/ we shall be deemed to become the principal debtor(s) to Premier Rentals and the Guarantee shall bind my/our personal representative.

1) Full Name:	ABN:		
Address:	State:	Postcode:	
DOB: / /	Drivers Licence #:	Telephone #:	
Home Owned: <input type="checkbox"/> Y <input type="checkbox"/> N Value \$:	Mortgaged: <input type="checkbox"/> Y <input type="checkbox"/> N	Amount \$:	Renting: <input type="checkbox"/> Y <input type="checkbox"/> N
2) Full Name:	ABN:		
Address:	State:	Postcode:	
DOB: / /	Drivers Licence #:	Telephone #:	
Home Owned: <input type="checkbox"/> Y <input type="checkbox"/> N Value \$:	Mortgaged: <input type="checkbox"/> Y <input type="checkbox"/> N	Amount \$:	Renting: <input type="checkbox"/> Y <input type="checkbox"/> N

Where the Guarantor is an incorporated entity, authorised signature signing for and on behalf of guarantor

### Guarantor Signature

1) Guarantor Signature:	Name (Print):	Date:	/ /
2) Guarantor Signature:	Name (Print):	Date:	/ /

I confirm that I have read the Equipment Rental Agreement and agree to guarantee the obligations of the Customer.

Name of Insurer: \_\_\_\_\_ Policy #: \_\_\_\_\_

.....

You must arrange and keep the equipment insured against loss and all other normally insured risks for its full replacement value during the entire rental agreement. (see Clause 8.4) Premier Rentals has the right to require a copy of your certificate of currency (COC)

If multiple units are required, please tick ☐, complete "Annexure A" separately, and go direct to "Customer Signature" on page 3 of this agreement.

Make: \_\_\_\_\_ Serial Number: \_\_\_\_\_  
Model: \_\_\_\_\_  
Product Description and Accessories: \_\_\_\_\_

Business Name:		Contact:	
Location Address:			
		State:	Postcode:
Land Line #:	Mobile #:	Fax #:	
Email:			

DDR request completed (see page 5): <input type="checkbox"/> Y <input type="checkbox"/> N		
Rental Period in Months:	Commencement Date:     /     /	
Weekly Rental (ex GST) \$:	GST \$:	Total Weekly (including GST) \$:
		<b>A</b> Total Bi- Monthly(including GST) \$:
(Total weekly x 52 weeks divided by 24 payments)		

Delivery (ex GST)	Installation	Other	GST	TOTAL (One-Off-Payment)
\$	\$	\$	\$	\$

Security Bond  
Refundable (subject to clause 4)  
\$:  
\*(NOTE : NO GST on security bond)

Residual (see clause 9.2)	+GST	Total
\$	\$	\$

For and behalf of customer I/we agree to be bound by the terms and conditions of the Equipment Rental Agreement attached	
Authorised Signature:	Name (Print):
Position:	Date:     /     /
Witness Signature:	Name (Print):
Position:	Date:     /     /

Accepted on (Insert date)            /        /

Authorised Person (Full Name): \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_


## Privacy Act Authorisation

### Acknowledgement and consent of lessee for the purposes of the **Privacy Act 1988 and Privacy Amendment (Private Sector) Act 2000**

In this acknowledgement and consent the singular includes the plural and vice versa. Any reference to: "information" means information that identifies me or from which my identity can be reasonably ascertained; "you" means Premier Rentals. I have a right to access information about me handled by you. You have the right to limit access in certain circumstances. You can be contacted at your address listed on this application. You propose to collect, use and/or disclose information about me for the purposes of, primarily, providing me with finance, to be secured by a charge over my land, for an equipment lease or hire-purchase of the asset(s) identified in the application. Your purpose includes doing all things necessary to provide that finance including assessing my application, managing my account, recovering any money that I owe, and/or financing another product (currently or in the future) to me. The collection, use and disclosure by you of information about me are subject to the Privacy Act.

By signing this acknowledgement, I authorise and consent to you collecting, using and disclosing information about me in the following circumstances:

- To and from a credit reporting agency information in order to collect a consumer or commercial credit report about my consumer or commercial credit worthiness or financial capacity including: a) particulars about me which allow me to be identified; b) the fact that I have applied for credit and the amount c) the fact that you are a current credit provider to me; d) payments which become overdue more than 60 days, and for which collection action has commenced e) advice that payments are no longer overdue; f) cheques drawn by me for \$100 or more which have been dishonoured more than once; g) your opinion that I have committed a serious credit infringement; h) advice that credit provided to me by you has been paid or otherwise discharged.
- To and from your credit providers and/or funders, in relation to the assessment of my finance application, management of my account, and collection of overdue payments. Information exchanged can include anything about my credit worthiness or credit history that credit providers are allowed to exchange under the Privacy Act.
- To and from others who perform a function or service for, you, such as agents and other third parties, including introducers, debt collection/mercantile agents, archivers, valuers, solicitors or accountants, securitisers and assignees.
- To and from government authorities or others to enable you to identify me and verify information that I have provided, manage repayments and protect the secured land(s) or asset(s) that you own. This may be to locate me or us or the asset(s). It may include searches of electoral roll(s), land titles, business names or ASIC, bankruptcies and court judgments, and telephone numbers.
- To and from each of us and our authorised representatives and you, including my introducer, legal or financial advisers, referees, and employer. I further acknowledge that if I provide information about any other individual(s) to you, that I will ensure that he/she is made aware that you have his/her information, the purposes (and persons involved) in the collection, use and/or disclosure of the information by you, and that you can be contacted (including to access that information) on the address stated on the application.

I further acknowledge that this consent will continue until the earlier of you having achieved the purposes of collection, use and/or disclosure or you having accepted in writing my revocation of it. I acknowledge that such acceptance would be subject to me having met all outstanding obligations on my finance.

### Acknowledgement and Consent of Guarantor(s)

By signing this acknowledgement I acknowledge and consent to the following: 1. I have read the acknowledgement and consent set out above and understand that it applies equally to me as guarantor(s). 2. I acknowledge that you may seek a credit report concerning me from a credit reporting agency and all other information as set out above for the purpose of assessing whether to accept me as a guarantor for the finance commitments of the above named Lessee(s). I agree that this agreement remains in force until the attached agreement, which I hereby guarantee, ceases.

## Privacy Consent:

	(Print Name)	Signature	Date	Position
Applicant / Customer	1)		/ /	
Director	1)		/ /	
	2)		/ /	
Guarantor	1)		/ /	
	2)		/ /	

Terms of the Customer Direct Debit Request (DDR) Service Agreement

Our commitment to you

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Premier Rentals and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

Initial terms of the agreement

In terms of the DDR arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for equipment rental plus any outstanding balance on your monthly or fortnightly account.

Drawing arrangements

- Direct Debit payments will be made when due in accordance with the Terms and Conditions of your rental agreement.
- If any drawing falls on a non-business day, it will be debited to your account on the business day preceding the scheduled drawing date.
- We will give you at least 14 days notice in writing or by email when changes to the initial terms of the arrangement are made. This notice will state the new amount and any other changes to the initial terms.
- If you wish to discuss any changes to the initial terms, contact the Manager in our head office in writing or by email.
- We reserve the right to cancel the drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

YOUR RIGHTS

Changes to the arrangement

If you want to make changes to the drawing arrangements, contact the Manager in our head office by writing or email. These changes may include the following items subject to the terms of our Rental Agreement:

- Deferring the drawing
- Altering the schedule
- Stopping an individual debit
- Suspending the DDR
- Cancelling the DDR completely

Enquiries

Direct all enquiries to us, or your financial institution, and these should be made at least five (5) working days prior to the next scheduled drawing date. All communication addressed to us should include your Contract Number.

Personal Information

All personal customer information held by us will be kept confidential except for information provided:

- i. To our financial institution to initiate the drawing to your nominated account and
- ii. For the purposes of assessing your credit worthiness in accordance with the Privacy Act.

Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up either directly with us by contacting the Manager in our head office in writing or by email, or by contacting your financial institution.
- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim:
  - Within 7 business days (for claims lodged within 12 months of the disputed drawing)
  - Within 30 business days (for claims lodged more than 12 months after the disputed drawing)
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

Your commitment to us

It is your responsibility to ensure that:

- Your nominated account can accept direct debits (your financial institution can confirm this).
- That on the drawing date there is sufficient cleared funds in the nominated account.
- That you advise us if the nominated account is transferred or closed.
- It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial institution where the account is based.
- It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Premier Rentals Pty Ltd Pay Plan drawing.

If your drawing is returned or dishonoured by your financial institution, we will attempt a re-draw after 3 days. Should that attempt fail we will apply the relevant conditions of the Rental Agreement. Any transaction fees payable by us in respect of the above will be added to your account and collected through the Direct Debits system or other means.

Direct Debit Request for Premier Rentals (DDR)

I/We request you, Premier Rentals Pty Ltd (Debit User ID No. 326316) to draw funds under the Direct Debit System from my/our nominated account as shown below or in accordance with Rental Agreement Contract No. ...., Date...../...../.....

Name of bank or financial Institution:.....

Address of bank or financial Institution:.....Postcode:.....

Account Holder Name:.....

BSBBank A/C No.:

If debiting from a joint bank account requiring two signatures, both signatures are required.

ACCOUNT HOLDER SIGNATURE 1):.....Date: / /

ACCOUNT HOLDER SIGNATURE 2):.....Date: / /

OR

Credit Card Authority - Continuing Automatic Deduction Authority for Rental Payment

I hereby authorise the Company (Premier Rentals Pty Ltd) to debit my Credit Card for any amount owing in relation to the agreement or any other agreement between me and the company. This may occur up to seven days before the date on which any such amount is payable.

Please debit my: (Please Select)

MASTERCARD

OR

VISA

Card Number:Expiry Date:

CCV:

CARD HOLDERS SIGNATURE:.....Date: / /

A

B

C

Initial Payment \$:

(See pg.3)

A

Bi-Monthly Payment \$:

D

Any other Outstanding Balance as per monthly account (see clause 7)

# Premier Rentals - Equipment Rentals Agreement Terms and Conditions

## 1. Definitions

- 1.1 "We", "our" and/or "us" means Premier Rentals Pty Ltd ACN 123 208 908 and its successors and assigns.
- 1.2 "You" means the entity or person or, if more than one, persons named as the Customer; if you are a trustee, you warrant that you enter into this agreement with all necessary power and for a proper purpose, are liable personally and in your position as trustee and, in respect of your obligations under this agreement have a right to be indemnified by the trust ahead of the beneficiaries; and "you" includes your successors and assigns to whom we have consented.
- 1.3 "Business day" means any day (other than a Saturday or a Sunday or a public holiday) we are open for business in the place we sign this agreement.
- 1.4 "Commencement Date" means the day on which the equipment is delivered to you.
- 1.5 "Equipment" means the equipment specified in this agreement.
- 1.6 "Guarantor" means any person who is named as the Guarantor and if there is more than one, means each of them separately and every two or more of them jointly.
- 1.7 "Including" when introducing a list of items, does not limit the meaning of the words to those items or to items of a similar kind.
- 1.8 "Initial Payment" means the total of 2 weeks rental plus the total other or one-off payments and the Security Bond, as these amounts are specified in sections A, B and C on page 3 and on page 5 of this agreement (as well as in 'Annexure A' to this agreement, if applicable).
- 1.9 "Insolvent" means bankrupt, insolvent, in receivership, in liquidation, in provisional liquidation, under official management or administration, wound up, subject to any arrangement, assignment or composition or protected from any creditors under any statute.
- 1.10 "GST" means any goods and services tax payable by us on each taxable supply in connection with this agreement or its subject matter which is levied under A New Tax System (Goods and Services Tax) Act 1999 and related legislation.
- 1.11 "Person" includes firm, partnership, committee, and incorporated and unincorporated bodies.
- 1.12 "Security Bond" means the amount referred to in clause 4 of this agreement.
- 1.13 "Term" means the term of this agreement.
- 1.14 An obligation on the part of two or more persons binds them jointly and severally.
- 1.15 This agreement is governed by the law of New South Wales ("NSW"). You and we submit to the non-exclusive jurisdiction of the courts of NSW.

## 2. Equipment, Delivery, Installation and Return

- 2.1 You affirm that the equipment has been selected by you for your purposes.
- 2.2 You agree that the equipment is being rented from us wholly or mainly for a business carried on by you.
- 2.3 You agree that the equipment supplied under this agreement is not acquired for personal, domestic or household use or consumption.
- 2.4 Legal title to the equipment remains with us and the equipment always remains our property.
- 2.5 You have the right to use our equipment as governed by this agreement.
- 2.6 You may never assert any other interest in the equipment other than the right to use it governed by this agreement.
- 2.7 At your cost we will deliver and install the equipment and pick-up the equipment for return at the conclusion or termination of this agreement.
- 2.8 You must not attach the equipment to any property without our consent. If it is attached to land, it does not become a fixture and you hereby confirm we can still remove it in accordance with this agreement.
- 2.9 You hereby agree:
- a. You alone are responsible for examining the equipment before accepting it and for satisfying yourself about it, including:

- i. its compliance with its description; and
- ii. its condition, suitability and fitness for your purposes.
- b. you have not told us or anyone else the particular purpose for which you require the equipment.
- c. we have not made any representation, warranty or undertaking about the condition or quality of the equipment, its suitability or fitness for your purposes, or its safety; and
- d. you have not relied on our skill or judgement in deciding to enter into this agreement.

## 3. Use, Location and Relocation

- 3.1 Without our express consent in writing you must not move the equipment from the equipment location noted in this agreement.
- 3.2 At your request and expense we will move the equipment to an approved new location.
- 3.3 You must use the equipment only in your business operations and for the purpose for which it is designed.
- 3.4 When we give instructions for use, the equipment must be used in accordance with those instructions.
- 3.5 You must ensure that the equipment is used and maintained in accordance with the manufacturer's instructions and recommendations.

## 4. Security Bond

- 4.1 On or before signing this agreement and before the delivery or installation of the equipment you must pay us the Security Bond.
- 4.2 We will refund to you the Security Bond on the valid termination or expiry of this agreement subject to the following conditions:
- a. We can apply any part or the whole of the Security Bond towards satisfaction of any amount payable to us under this agreement or by you or any guarantor on any account whatsoever (despite any description of the Security Bond as applying to any location or particular equipment or amount); and
- b. Without limiting the generality of the foregoing, we can apply the Security Bond or any part of it to costs for damage, replacement parts and repair to the equipment, cleaning of the equipment, insurance policy excesses for claims by us resulting from your breach of this agreement, loss of rent, transport and storage or any other loss which would not have been incurred had you completed this agreement, and no application of any part or the whole of the Security Bond will constitute a waiver of any claim not fully satisfied by the Security Bond.
- 4.3 Should you become Insolvent, title to the Security Bond is irrevocably surrendered to us.

## 5. Repairs and Maintenance

- 5.1 You are responsible for maintaining the equipment in a clean and hygienic condition.
- 5.2 If we are requested or required in our absolute discretion to clean the equipment (eg as a result of spillage) you will be charged at our normal rates whether or not as a result of a service call.
- 5.3 We will attend to essential faults, such as failure to maintain correct temperature, within a reasonable time from your call. Non-essential faults will be attended to during normal working hours which are currently, but subject to change, 8.00am to 4.00pm Monday to Friday, excluding public holidays.
- 5.4 Any non-essential service provided at your request outside these hours will be subject to our normal after hours labour charges.
- 5.5 The classification of faults into essential or non-essential will be at our sole discretion.
- 5.6 You are responsible for the costs of repairs necessary as a result of vandalism, damage, misuse or neglect which has been caused by you or while the equipment is in your care.
- 5.7 You are responsible for the cost or replacement of broken glass on the equipment

which has been caused by you or while the equipment is in your care.

- 5.8 You are responsible for the cost of the replacement of lighting in the equipment.
- 5.9 You will be required to pay for the installation of any accessories on the equipment that you request. Legal title to any accessories so installed remains with us and the accessories will always remain our property.
- 5.10 Only our service personnel or service contractors engaged by us may service or repair the equipment.
- 5.11 We will not accept claims for any unauthorised service performed on the equipment and you will be liable for any rectification work required as a result of unauthorised service work.
- 5.12 We can refuse to service the equipment if the rental is overdue by more than five business days.
- 5.13 We will not be liable for any loss that you may suffer as a result of our failure to effect a repair, for any reason, or for loss of product or trade or for any damage caused to property as a result of any malfunction of the equipment.
- 5.14 We will charge you for any repair or service required on the equipment caused by your misuse, neglect or negligence.
- 5.15 You will be responsible for the transport costs of technicians and parts for any servicing on any islands or locations outside the mainland of Australia and the mainland of Tasmania.

## 6. Inspection of Equipment

- 6.1 You must allow us, or our representative, during normal business hours, to enter the place where the equipment is to inspect its condition or check whether the terms of this agreement are being complied with or exercise any of our rights under this agreement.
- 6.2 You must notify us immediately if any of the equipment is:
  - a. stolen;
  - b. lost;
  - c. destroyed; or
  - d. damaged.
- 6.3 You must pay us on the next payment date after the equipment is stolen, lost, destroyed or damaged (to the extent that repair is impracticable or uneconomical), in addition to any rent instalment or other amounts due on that date, the replacement value of the affected equipment.
- 6.4 This agreement terminates in relation to the affected equipment when you make payment under clause 6.3.
- 7. Under this agreement you must pay
  - 7.1 Upon entering this agreement, you must make the Initial Payment as defined in clause 1.8, unless otherwise agreed.
  - 7.2 After the Initial Payment has been made, payments will be made every 14 days from the date of this agreement unless otherwise agreed.
  - 7.3 You must make all regular payments by direct debit to our bank account. All payments are required to be made by the due date. Any other payments required under this agreement must be made as directed by us from time to time.
  - 7.4 Your obligation to pay the rent is absolute and unconditional and you must not withhold any payment under this agreement, or make a deduction from it, for any reason including because:
    - a. the equipment is damaged, does not operate, has not been serviced for any reason, or is not in your possession;
    - b. you claim to have a set-off, counterclaim, or other right against us or any other person.
  - 7.5 You must pay interest on any money payable under this contract which is overdue at a rate of two percentage points higher than the rate that is or would be charged to us by ANZ Bank on overdrafts from time to time.
  - 7.6 Your obligation to pay an amount on the date it becomes due is not affected by

any additional amounts which may become due and payable.

- 7.7 If the actual amount of stamp duty, GST and/or financial institutions duty in relation to this agreement or the equipment is greater than that included in the rent set out in page 3 of this agreement as well as 'Annexure A' to this agreement (if applicable), you must pay the actual amount of duty or GST.
- 7.8 If any payment made by you is dishonoured by your bank, we will charge you a dishonour fee of all bank charges plus a \$50.00 administration fee.
- 7.9 You must pay all further charges (including Dispatch Fees, Delivery Fees, Logistics, Administration and Restocking Fees), if goods are delivered by us and cannot be accepted by you for any reason.

## 8. Your Duties and Obligations

- 8.1 You have entered this agreement as a principal unless you have told us otherwise and you do not enter into this agreement as trustee of any trust or settlement.
- 8.2 You must give us any information we ask for about:
  - a. your financial position;
  - b. the equipment.
- 8.3 Anything which you must do under this agreement must be done at your cost.
- 8.4 You must ensure that neither you nor any guarantor becomes Insolvent. In the event that you become Insolvent, we may at our discretion terminate the agreement and if we do so you are in default and we may elect to treat such default as repudiation under clause 11 of this agreement.
- 8.5 You must insure and keep insured the equipment for its full replacement value at all times.
- 8.6 You must insure and keep insured the equipment with public liability insurance in an amount of at least \$10,000,000 at all times. Premier Rentals may require a certificate of currency (COC).

## 9. PPSA

- 9.1 Unless otherwise defined in these terms and conditions, the capitalised words and expressions used in this clause have the meanings given to them in the Personal Property Securities Act 2009 (PPSA).
- 9.2 You acknowledge and agree to grant to us a Security Interest in the equipment and its Proceeds, including any Accounts and Accessions, by virtue of clause 7 above.
- 9.3 You acknowledge that any retention of title supply pursuant to this rental agreement attaches on delivery of the equipment and constitutes a Purchase Money Security Interest as defined in the PPSA.
- 9.4 You agree that:
  - a. these terms and conditions, and, subject to us giving you at least 30 days notice, such other terms and conditions as we may adopt from time to time, apply to the supply of equipment by us to you to the exclusion of all other terms and conditions of sale or purchase to the extent permitted by law and constitute a Security Agreement pursuant to the PPSA;
  - b. no variation to this agreement will be of any effect unless we agree in writing;
  - c. the equipment supplied by us secures the payment of the rental price of that equipment and of any other goods we supply with priority to the fullest extent permitted by law over all other registered or unregistered Security Interests;
  - d. you will do all things necessary in our reasonable opinion, including providing all information we require, to enable us to register a Financing Statement or Financing Change Statement on the Register as a Security Interest and/or a Purchase Money Security Interest;
  - e. you will not change your name or ABN or other details required in respect of registration, or maintenance of registration, of each Security Interest on the Register without first notifying us in writing.

- f. you waive your right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement in respect of any Security Interest created pursuant to this agreement;
- g. you must pay our costs of any discharge or necessary amendment of any Registration.
- 9.5 If the provisions of Chapter 4 of the PPSA would otherwise apply, to the maximum extent permitted by law, you agree that sections 129(3), 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply.
- 9.6 To the maximum extent permitted by law, you contract out of, and waive any rights you may have pursuant to, sections 95 and 96, and if the provisions of Chapter 4 of the PPSA would otherwise apply, sections 117, 118, 121(4), 123, 129(2) and 130 of the PPSA.
- 9.7 In addition to any other rights under this agreement, we may exercise any and all remedies set out in the PPSA including, without limitation, entry into any building or premises owned, occupied or used by you, to search for and seize, dispose of or retain the equipment in respect to which we have a Security Interest. In this regard you acknowledge that sections 126, 128, and 129(1) of the PPSA, relating to seizure of goods and disposal of seized goods, apply.
- 9.8 You agree with us that neither of us will disclose any confidential information of the kind referred to in section 275(1) of the PPSA and that this clause 9.8 constitutes a 'confidentiality agreement' within the meaning of section 275(6)(a) of the PPSA.
- 9.9 You waive any rights you may have under section 275(7)(c) of the PPSA to authorise disclosure of any confidential information that is protected from disclosure under clause 9.8.
- 9.10 You appoint and authorise us as your attorney to sign in your name all documents which we reasonably consider necessary to enforce or protect our rights and powers under this agreement and to protect, preserve and enforce our rights under the PPSA.
- 10. End of Term**
- 10.1 Unless, during the period not earlier than 90 days and not later than 60 days prior to the last day of the term of this agreement, you notify us in writing that you wish to terminate this agreement on that day, this agreement shall automatically renew for a further term of 12 months. The provisions of this clause 10.1 shall also apply to any renewed term of this agreement, except the rent may be increased by an amount determined by us in our absolute discretion (on giving you not less than 30 days notice of such increase in the rent). Should you not accept the increased rent you may terminate this agreement on giving us not less than 30 days notice and such notice is given to us within 30 days of receipt by you of our determination of the increased rent.
- 10.2 If you wish to exercise your right to pay the residual amount set out in page 3 of this agreement, as well as in 'Annexure A' to this agreement if applicable, you must notify us during the period not earlier than 90 days and not later than 60 days prior to the last day of the term of this agreement. Payment must be received by us on or prior to the last day of the term of this agreement. On receipt of payment, ownership of the equipment will pass from us to you.
- 10.3 If you decide to return the equipment, you must on the last day of the term of the agreement return the equipment to us in good working order, and in good repair (fair wear and tear excepted) by allowing us to collect it at your expense.
- 10.4 If you decide to keep the equipment or the rental agreement for the equipment is automatically renewed, you must continue paying rent instalments and GST including any increases as if this agreement had not ended.
- 10.5 In any event we may, at our complete discretion, on giving you not less than 30 days notice terminate this agreement on, and any time after, the last day of the term and collect the equipment.
- 11. Repudiation**
- 11.1 It is a fundamental provision of this contract that none of the following events occurs:
- a. You default in a payment of any rent and continue in default for 7 days; or
- b. You breach any of the terms of an insurance policy in relation to the equipment; or
- c. We discover a false statement or omission made by you in this contract; or
- d. An application is made or resolution is passed to wind you up or you commit an act of bankruptcy; or
- e. You become an externally-administered body corporate as that expression is used in the Corporations Act; or
- f. You become Insolvent; or
- g. An insurance policy over the equipment is refused or cancelled; or
- h. Any act which you cause or permit threatens the safety, condition or safe keeping of the equipment; or
- i. You cease to carry on your business or your ownership or control materially changes; or
- j. You part with possession of the equipment.
- 11.2 You will repudiate this agreement and we may terminate it by notice to you:
- a. if you do not comply with the fundamental provisions of this agreement; or
- b. if, in our opinion your actions suggest that you no longer intend to be bound by this agreement.
- 11.3 If we give you notice of termination you must immediately make the equipment available for pick-up by us in good working order, and in good repair (fair wear and tear excepted); and without prejudice to any remedies or damages available to us upon your default, we may at any time and without notice retake possession of the equipment and there will forthwith at our option become due and payable by you to us the total ("the Payout Amount") of:
- a. all rent and any other money accrued due, but not paid, and
- b. the present value of the rent for the balance of the term (as liquidated damages for our loss of bargain); less
- c. an allowance calculated by us for our not having to service the equipment during the balance of the term (if under this agreement the servicing of the equipment is at our cost); and
- d. unless the equipment is returned to us in good condition, a sum equal to the value of the equipment as though it was in good condition. The present value of an amount is calculated by applying a discount (equal to the interest rate charged to us by ANZ on overdrafts from time to time less 2 percentage points) to that amount.
- 11.4 For the purposes of recovering possession and without limiting the generality of the foregoing, you irrevocably authorise and license us and our servants and agents to enter any premises where the equipment may be stored and to take possession of the equipment.
- 11.5 You also indemnify us for any costs we incur as a result of the early termination of this agreement for any reason including legal costs on a full indemnity basis, costs of obtaining or attempting to obtain payment or otherwise enforcing this agreement, costs of taking or attempting to take possession of the equipment and any costs incurred by us or any financier in terminating or replacing any funding or hedging arrangements entered into by us or any financier in connection with the funding of our commitment to you under this agreement.
- 11.6 Upon acceptance by us of your repudiation of this agreement, we will take all reasonable steps to mitigate our loss by attempting to re-hire the equipment for the balance of the term. We will give you credit for the amounts we receive from re-hiring the equipment. Such credit (which is payable upon re-hire of the equipment) is only payable after you have paid us the full amount payable under this agreement. If the equipment cannot be re-hired within one month after first being offered for re-hire, the amount of credit will be deemed to be zero.
- 12. Exclusion of Liability and Indemnities**

- 12.1 Representations and agreements not expressly contained herein or expressly given by us in relation to the equipment shall not be binding upon us as conditions, warranties and representations. All such non-expressly made conditions, warranties and representations on our part are hereby expressly negated and excluded;
- 12.2 We provide no warranty of any kind where the equipment is installed and/or used in conjunction with the goods of a supplier other than us and deny all liability for any damage whatsoever suffered by any person arising from such use PROVIDED THAT our equipment was free of safety defects at the time of delivery and any injuries were not the result of any safety defect in our equipment;
- 12.3 We shall be under no liability to you for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of us or our agents PROVIDED THAT the equipment did not have a safety defect and any injuries are not the result of any safety defect in the equipment;
- 12.4 You shall indemnify us against any claims made against us by any third party in respect of any such loss, damage, death or injury as is set out in sub paragraphs 12.2 and 12.3 hereof PROVIDED THAT the equipment did not have a safety defect, the injuries are not the result of the safety defect in the equipment and the loss, damage, death or injury arose from a business relationship between you and the third party.
- 12.5 You shall indemnify us against any liability or loss (including environmental damage and personal injury) arising from your possession, operation or use of the equipment or from any negligent or illegal act or breach of this agreement by you or your contractors. This indemnity is a continuing obligation, separate and independent from your other obligations. It continues after this agreement ends or is terminated. It is not necessary for us to incur expense or make a payment before we enforce a right of indemnity.
- 12.6 If you require that our products be delivered to your premises then we will enter the premises at your risk and will not be responsible for any accidental damage to your property or premises;
- 12.7 You further agree to indemnify us against all losses and expenses which we may suffer or incur due to your failure to fully observe your obligations under this agreement;
- 12.8 Nothing contained in this clause shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of the equipment of all or any of the provisions of the Competition and Consumer Act 2010 or any relevant State or Territory Statute which by law cannot be excluded, restricted or modified PROVIDED THAT to the extent that any such statute permits us to limit our liabilities to compensate or indemnify any person for breach of a condition or warranty, then our respective liabilities for such breach shall be limited in the case of equipment to the replacement of the equipment with the same or equivalent equipment or to the repair of the equipment or payment of the cost of repair and in the case of services to the resupply of the services.

### 13. Guarantor

- 13.1 The Guarantor acknowledges and agrees that:
- The Guarantor has read and understood the terms of this agreement and has had the opportunity to seek independent legal advice in respect thereof;
  - The Guarantor unconditionally and irrevocably guarantees the punctual payment to us of all amounts that become owing to us by you on any account and the due and prompt observance and performance of all covenants, obligations, terms and conditions on your part pursuant to this agreement;
  - The Guarantor unconditionally and irrevocably indemnifies us against any loss or cost we may suffer or incur due to a breach of this agreement by you or the guarantee being voidable or unenforceable for any reason;
  - The Guarantor's obligation under this agreement is a primary obligation and we are not obliged to enforce any right against you or any other person before demanding payment by the Guarantor;
  - The guarantee and indemnity provided herein is a continuing obligation and is not subject to any time or indulgence granted by us to you;
  - The Guarantor's liability is as a principal debtor;
  - The Guarantor must pay any amount due under this clause immediately upon demand by us; and

- This guarantee and indemnity remains enforceable against the Guarantor even if an event occurs which would otherwise have the effect of releasing the Guarantor from this guarantee. By way of example only, the Guarantor remains liable under this guarantee even if the terms of this agreement are changed without the Guarantor's consent, or if we release you from your obligations under this agreement, or if we give you extra time to pay, or the fact that we might have executed this agreement, or an obligation under this agreement is unenforceable for any reason.

### 14. Notices and other communications

- 14.1 All notices, certificates, consents and other communications in connection with this agreement must be in writing.
- They must be:
    - left at the address last notified or
    - sent by prepaid post to the address last notified; or
    - sent by facsimile to the facsimile number last notified.
- 14.2 If they are sent by post, they are taken to be received on the third day after posting.
- 14.3 If they are sent by facsimile, they are taken to be received at the time of sending unless the transmitting machine indicates that the facsimile was not sent or that there was an error in the sending. Production of a transaction report by the transmitting machine shall be sufficient evidence that the facsimile was sent at the time indicated on the report.
- 14.4 They take effect from the time they are received unless another time is specified in them.

### 15. General

- 15.1 You acknowledge that we may enter into this agreement as agent for a finance company.
- 15.2 We may also transfer the equipment or our interest in this agreement, or give another person an interest in or form of security over either of them, without getting your consent.
- 15.3 We may exercise a right, remedy or power in any way we consider appropriate.
- 15.4 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.
- 15.5 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, remedy or power, whether or not caused by our negligence.
- 15.6 Our rights, remedies and powers under this agreement are in addition to any other rights, remedies and powers provided by law independently of it.
- 15.7 Any termination does not affect any other right or remedy we have for amounts due to us which remain unpaid.
- 15.8 If a date for payment of money under this agreement is not a business day, the money must be paid on the preceding business day.
- 15.9 You authorise us to complete any blank spaces in this agreement and we may amend page 3 of this agreement as well as 'Annexure A' to this agreement (if applicable) to correct any errors including the amount of the rent instalment. You will be bound by any changes we make provided we send you a written notice of the change within 14 days.
- 15.10 A term of this agreement, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### 16. Further Equipment

- 16.1 If after the date of this contract you ask us to supply further equipment to you, then provided you supply us with a completed Additional Equipment Request, in a form acceptable by us, we will hire the equipment listed therein for the rent therein stated and otherwise on the terms contained in this agreement (mutatis mutandis).

**Australia Wide Call 1300 285 724**

**OVER 1,500 PRODUCTS ONLINE.**

**Head Office (Admin)**

1 Suttor Street  
Silverwater NSW 2128

**NSW, Sydney**

Unit 36, 2 Slough Avenue  
Silverwater NSW 2128

**Victoria, Melbourne**

Unit 1, 10 Dairy Drive  
Coburg North VIC 3058

**Western Australia, Perth**

20 Milly Court  
Malaga WA 6090

**ABN 12 123 208 908**

**[www.premierrentals.com.au](http://www.premierrentals.com.au)**

# Premier Rentals Equipment Rental Agreement "Annexure A"



Page

of

Master Contract No.:

As per Equipment Rentals Agreement

Schedule No.:

Tax Invoice

ABN 12 123 208 908

As per our agreement dated ...../...../..... ("Equipment Rental Agreement") between Premier Rentals Pty Ltd ABN 12 123 208 908 and (complete below)

Company Name:

ABN:

O/N:

Cust Ref:

The customer requests Premier Rentals Pty Ltd to supply the customer on rental, the items of equipment listed below ("the equipment"). The terms upon which the equipment are supplied are the same as those set out in the "Equipment Rental Agreement". This contract will constitute a valid tax invoice for rent payments on the earlier of either scheduled payment date or date of payment.

## Equipment Details (deducted unless prior arranged)

Item	Asset #	Term Months	Total Weekly Rental \$ (ex GST)	Other \$ (ex GST)	Security Bond (SB) \$ (no GST)	Residual \$ (ex. GST)	Start Date	The Equipment				Equipment Location				Contact Name & Tel No.
								Make	Model	Equipment Description	Serial #	Location Name	Location Address	State	P/code	
1							/ /									
2							/ /									
3							/ /									
4							/ /									
5							/ /									
6							/ /									

Totals (ex GST)

\$

\$

\$

GST

\$

\$

TOTAL weekly \$  
Rental (inc. GST)

A

Total Other \$

B

Total SB \$

C

### Acceptance by Customer

(by signing this document, "Annexure A", to the agreement you agree to be bound by the Terms & Conditions in the "Equipment Rental Agreement")

Full Name: ..... Witness Full Name: .....

Position: ..... Witness Signature: .....

Signature: ..... Date: ..... / ..... / 20.....

### Acceptance by Premier Rentals Pty Ltd (only by signing this agreement do we agree to be bound by it)

Accepted on the: ..... day of: ..... 20 .....

Authorised Person (Full Name): ..... Position: .....

Signature: ..... PPSR Registration #:.....

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