



# HIRE AGREEMENT

Container No.  
\_\_\_\_\_

Post completed form to: Ross Hopper 70 McCarthy's Road, Maleny 4552  
Fax completed form to: 07 5494 2492 Phone: 5494 2392

Office Use Only:  
DELIVERED BY: ..... DATE DELIVERED: ..... SIZE / TYPE OF CONT: .....

## HIRER DETAILS

This Hire Agreement must be read in conjunction with the Conditions of Hire on reverse of this agreement.

<b>FULL NAME OF HIRER/COMPANY</b> <small>As written on Driver Lic.</small>			<b>D.O.B.</b>	___ / ___ / ___
<b>HIRE START DATE</b>	/ /	<b>DRIVERS LIC. NO.</b> <small>A copy must be attached.</small>		
<b>HIRE FINISH DATE</b>	/ /	<b>Or periodic Hire</b>	<b>Yes/No</b>	
<b>COMPANY REGISTERED ADDRESS OR PERSON'S RESIDENTIAL ADDRESS</b>				
<b>MAILING ADDRESS</b>				
<b>DELIVERY ADDRESS</b>				
<b>CREDIT CARD DETAILS</b> <small>Must have details to secure booking.</small>	-----		<b>Exp.</b> /	<b>CCV</b> ___
<b>PHONE NO'S:</b>	<b>Home:</b>	<b>Business:</b>	<b>Mobile:</b>	
<b>EMAIL:</b>				
<b>OWNER OF ADDRESS</b> <small>(If different to above)</small>			<b>Contact details:</b>	

<b>GUARANTOR - Person guaranteeing company's or Hirer payment</b>		
<b>Name</b>		<b>Phone</b>
<b>Relationship</b>		<b>Mobile</b>
<b>Address</b>		<b>Email</b>

I / WE ..... (The hirer) agree to take on the hire from Ross Hopper.com, (the owner), the container/s nominated in this agreement. I /we acknowledge that I/we have read and understood the conditions of hire as stipulated on pages 2-4 Including Conditions listed in Clauses 1 through to Clause 23.6 and agree to the terms and conditions listed within this hire agreement .

**A COPY OF YOUR DRIVERS LICENCE OR PASSPORT MUST ACCOMPANY THIS HIRE AGREEMENT.**

.....  
Signature of Hirer Date

<b>BUSINESS CUSTOMERS ONLY</b>	
<b>CUSTOMER ORDER NO:</b> .....	<b>ORDERED BY:</b> .....
<b>SITE CONTACT:</b> .....	<b>PHONE:</b> .....
<b>SITE DETAILS:</b> .....	<b>ABN:</b> .....

HIRE AGREEMENT  
TERMS AND CONDITIONS FOR STORAGE

**Terms**

These terms and conditions of hire constitute the entire agreement between us for the hire of the Container to you for storage purposes and supersedes all prior understandings and arrangements.

**1. Definitions**

- 1.1. In this Contract and
- (a) "we" "our" "us" means Rosshopper.com Pty Ltd. Rosshopper.com Pty Ltd reserves the right to substitute an associated company as a party to this Contract;
  - (b) "you" "your" means the person firm or corporation named as the hirer;
  - (c) "container" means the storage container hired to you;
  - (d) "service" means all services which we in our sole discretion believe necessary in order to perform the Contract;
  - (e) "rates" means the rates set out in our schedule of rates at the date of commencement unless a different rate is set out in the Schedule to this agreement (in which case that rate applies);
  - (f) "hire period" means the period set out in the Schedule and otherwise is on a weekly basis.

**2. Hire Agreement**

- 2.1 We agree to hire the Container to you for the Hire Period and you agree to hire it from us on the terms contained in this agreement.
- 2.2 This agreement may not be assigned and where purportedly assigned on behalf of a company binds the company and the person signing on behalf of the company jointly and severally together with any guarantors.
- 2.3 Any variation to this agreement must be in writing.

**3. Hire Period**

- 3.1 The Hire Period shall commence upon the earlier of the date specified, or delivery of the equipment.
- 3.2 The Hire Period shall, subject to clause 13 terminate upon the later of the date specified or the date upon which it is redelivered to us.
- 3.3 If when you return the Container it is not in the same condition, subject to fair wear and tear, that it was in when it was delivered to you, the Hire Period continues until we have repaired the Container and (if repaired elsewhere) returned it to the place of hire. You must pay all costs (including repair and transport) under this clause.

**4. Delivery**

- 4.1 Where the Container is to be delivered you must pay for delivery of the Container.
- 4.2 You have agreed a date for delivery of the Container and upon us attending at the property the Container cannot be delivered and left upon the property for any reason (that is not the result of our wrongful actions) you are liable to pay us a minimum delivery fee of \$110.00
- 4.3 You shall inspect the Container at the time of delivery. By unqualified acceptance of delivery you confirm that it is in good condition at the time of delivery.

**5. Use of Container**

- 5.1 The Container is hired for the purpose for which it is designed, unless you specify a different purpose.
- 5.2 We reserve the right to assess the suitability of the Container for that purpose and to terminate the agreement at our discretion if we determine for any reason that it is not suitable for that purpose.
- 5.3 You must use the Container only for the purpose for which it is hired and in accordance with the manufacturer's guidelines and with proper and safe procedures.
- 5.4 You must comply at your expense with all applicable laws and regulations relating to the use of the Container.
- 5.5 You warrant that only goods owned by you will be stored in the Container unless otherwise agreed with us in writing.
- 5.6 You agree that you will not move or cause the Container to be moved from the place where it is stored or delivered without first obtaining prior written approval from us, which may be refused with no reason or agreed but subject to such conditions as we choose to impose.

**6. Maintenance and Repairs**

- 6.1 You shall maintain the Container as specified by us.
- 6.2 You accept full responsibility for any loss or damage occasioned to the above Container while it is hired to you.
- 6.3 We may inspect the Container at any time during the Hire Period.
- 6.4 If you become aware of a defect or problem with the Container you must immediately notify us of any such defect.

**7. Payment Terms**

- 7.1 You must pay for the first month's hire of the Container, prior to the date of delivery and make payments monthly thereafter one month in advance.
- 7.2 You agree to make payment either by direct debit, cash payment or credit card (with 2% surcharge if over \$500).
- 7.3 A tax invoice will be issued monthly for the service provided. No statements, updating your indebtedness to us from time to time, shall be issued. It is your obligation to retain copies of all Tax Invoices rendered.
- 7.4 You must provide a current credit card number when hiring the Container from us.
- 7.5 Where any account is overdue by more than 7 days you give us permission to automatically deduct that amount from your credit card.
- 7.6 You shall pay interest to us on all monies outstanding from the date 28 days after the date due at the rate of 15% per annum. Payments received by us shall be credited first against any interest accrued.
- 7.7 You are obligated to pay the hire fee until you have notified us that the hire is to be terminated and, where the Container is to be removed by us, it has been so removed.
- 7.8 You shall not set off or deduct from any amount payable to us under any agreement with us or with any related entity, any amounts payable by us to you under these terms and conditions of sale or any agreement.
- 7.9 Despite anything to the contrary in these terms, all monies due from you will immediately become payable upon the happening of any event or the issue against or service on you of any notice or proceedings in any way concerning your solvency or payment of your debts.

- 7.10 We have the right to terminate hire and terminate this agreement and/or at our discretion retake possession of the Container until all outstanding arrears and interest on same are paid in full.
- 7.11 You acknowledge that all outstanding accounts referred to our finance manager for collection will incur reasonable administration charges which you shall be obliged to pay in addition to any outstanding account and interest thereon.
- 7.12 You acknowledge that we may at our discretion refer any overdue account directly to a lawyer or debt collection agency for recovery and that upon that referral you shall be responsible for meeting all costs and commissions incurred by us employing the said agency and all legal costs, outlays and disbursements incurred in engaging solicitors on an indemnity basis.

## 8. Title

- 8.1 In this clause "PPSA" means the *Personal Properties Securities Act 2009*, "PPSR" means the Personal Properties Securities Register established under the PPSA and "Security Interest", "Proceeds", "Financing Statement", "Financing Change Statement", "Accounts and Accessions" and "Purchase Money Security Interest" have the meanings given to them in the PPSA.
- 8.2 Title in the Container supplied by us to you will not pass to you and we have the right to call for or recover the Container at our option (for which purpose our employees or agents may enter you premises) and you are obliged to deliver up the Container if we direct. Title to the Container remains with us at all times.
- 8.3 You acknowledge you have granted us a Security Interest in the Container by virtue of the retention of title pursuant to this clause 8.
- 8.4 You agree that:
- (i) the Container we supply secures the payment of the hire fee of that Container and of any other Container or service we supply;
  - (ii) you will do all things necessary to register a Financing Statement or Financing Change Statement on the PPSR as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA.;
  - (iii) you will not change your name, A.C.N. or A.B.N. or other details required on the PPSR without first notifying us;
  - (iv) you waive rights to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to these Terms;
  - (v) you must pay our costs to discharge or amend any Financing Statement or Financing Change Statement.
- 8.5 To the extent permitted by law, you agree that sections 130, 142 and 143 of the PPSA will not apply.
- 8.6 To the extent permitted by law, you waive any rights you have under, and hereby contract out of sections 95, 123, 129(2), 132, 134(2) and 135 of the PPSA.

## 9. Our Property

- 9.1 The Container remains our property at all times.
- 9.2 You must keep the Container under your control at all times. You acknowledge you will not move or cause the Container to be moved from the place at which it was delivered without first obtaining our written consent and that any relocation is only to be carried out by us or our agents. You must not sell it, use it as security or deal with it in any other way that contradicts the terms of this agreement.

## 10. Removal of Container

- 10.1 Upon termination of the agreement for any reason you authorise and permit us to access and enter upon any premises where the Container is kept for the purpose of removing the Container (whether the Container is empty or loaded).
- 10.2 You acknowledge and permit us to enter upon any premises where the Container is located
- (a) to remove the Container where this agreement permits us to do so;
  - (b) to safeguard and secure the Container where such actions are in our reasonable option necessary;
  - (c) to remove the Container (either empty or loaded) where our interests regarding the Container becomes compromised or jeopardised;
  - (d) where a landlord requests the Container to be removed from the property;
  - (e) where you are not able to be contacted for a period exceeding 30 days.
- 10.3 Upon termination of the hire, you agree to have removed all goods from the Container and to have ensured the Container is clean and empty failing which you appoint us as your agent to remove all goods and to clean the Container at your cost.
- 10.4 In removing the contents from the Container you agree we have no responsibility for any loss or damage occasioned to such goods where they are removed in those circumstances and no obligation to ensure the safe storage of such goods.
- 10.5 On termination of the hire you agree to ensure we have reasonably vehicular access for the purpose of retaking delivery of the Container. Where you cannot provide reasonable access to the Container for any reason including wet weather or unsealed access you are liable to reimburse us for any additional expenses we incur in retaking delivery of the Container at the termination of the hire including crane hire.
- 10.6 Where you have agreed an available date for collection of the Container and the Container is not available for collection on the date arranged you are liable to pay us a minimum fee of \$110.
- 10.7 Where goods are not removed from the Container you authorise us, at our election to place such goods at the site from which the Container is collected by us or any other premises occupied by you or to sell such goods and apply the proceeds to the payment of any charges due by you to us.

## 11. Insurance

- 11.1 You are responsible for insurance of both the Container and its contents while it is in your possession or being hired by you.
- 11.2 We shall not be responsible, in negligence or otherwise, for any loss or damage or deterioration of any goods stored in the Container or of the Container itself howsoever caused.

## 12. Risk

- 12.1 During the Hire Period the Container is at your risk. If it is stolen lost or damaged beyond economic repair you must pay the cost of replacing it with an equivalent new Container and delivering it to the depot from which the Container was hired. You acknowledge the replacement cost of a Container at the time of signing this agreement is between approximately \$3,000 and \$4,000.
- 12.2 You are liable for any personal injury death or property loss or damage arising in any way from the use of the Container during the Hire Period. You indemnify us against any claims for actions resulting from injury death loss or damage even if we were negligent or in breach of this agreement.
- 12.3 You must insure the Container against theft loss or damage during the Hire Period for its replacement value. We will advise you of that value on request. You must also effect public risk insurance relating to the use of the Container for not less than \$10,000,000 for any occurrence.
- 12.4 These insurances must

- (a) be in your and our joint names;
  - (b) provide for all notices to be given to us as well as you;
  - (c) provide for a waiver of subrogation rights against us; and
  - (d) include a cross liabilities clause insuring us against liability to you.
- 12.5 You must provide evidence of these insurances if we request it.
- 12.6 You must pay the excess on any claim even if we are negligent or in breach of this contract.
- 12.7 We are not liable for any loss or damage which in any way relates to a failure of the Container to operate or perform as expected, or to delay in delivery or failure to redeliver after maintenance or repairs, including any such loss or damage resulting from our negligence.
- 12.8 You agree to indemnify us in respect of all claims or costs which may be made against us by any third party arising out of any action taken by us as a result of endeavouring to retake possession of the Container where
- (a) we have issues with access;
  - (b) or you have defaulted and our interests are jeopardised; or
  - (c) Council or the landlord of the land upon which the Container is located requires the Container to be removed from the property.

**13. Termination of the Agreement**

- 13.1 Where you hire the Container for a fixed period this agreement may be terminated at an earlier date by us where:
- (a) You have breached a term of this agreement and have failed, despite our written request, to remedy that breach within the period of time specified in the written notice of breach.
  - (b) We may then terminate the agreement, following the expiration of that period for remedying the breach, immediately thereafter without further notice.
- 13.2 Where the Container is hired on a periodic basis either party may terminate the agreement upon giving a period of written notice equivalent to the term of the periodic hire.
- 13.3 We may terminate this agreement at any time if you are declared bankrupt, resolved to go into liquidation or have a petition for bankruptcy or winding up presented against you or enter into a scheme of arrangement with your creditors or liquidators, provisional liquidator, administrator, receiver, receiver and manager or an official manager is appointed or if anything analogous occurs.

**General**

14. Notwithstanding any other provision of this Agreement if you breach a term of this agreement we shall not be bound to perform any obligations under this agreement until the breach is remedied.
15. If any provision or part of any provision of these terms and conditions of sale is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision of these terms and conditions of sale.
16. Any purported or implied or actual waiver by us of compliance with these terms and conditions will not be deemed waiver and shall not prejudice our rights in respect of any breach of these terms and condition.
17. Where we are obliged to serve you with any notice or any Tax Invoice for services rendered, we are entitled to serve you at your address last made known to us. It is your obligation to inform us in writing of any change in address, failing which you will be deemed to be properly served with any documentation by us serving it at your last known address.
18. This agreement is binding upon the parties successors and assigns as the case may be.
19. This agreement is governed by the laws of Queensland and the parties agree to submit to the jurisdiction of the Courts of that State.
20. Clauses 6, 7, 8 and 10 shall not merge but survive completion of the agreement.
21. Should we be delayed, hindered or otherwise prevented from complying with the terms of this agreement by reason of events or circumstances beyond the reasonable control of us including but not limited to acts of God, war, riots, strikes, lockouts, trade disputes, labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of goods or services, then we shall not be liable to you for any loss or damage which may be suffered by you whether as a direct or indirect result of any such occurrences.
22. You signify acceptance of this agreement by signing and returning this agreement before taking possession of the Container and/or its storage space. Failure to sign the agreement entitles us to terminate the agreement or alternatively enforce the terms of this agreement at our discretion. Acceptance of delivery of the container or of storage of the goods is deemed to be acceptance of the above terms and conditions of hire notwithstanding the failure to execute this agreement.
23. Guarantee
- The owners/directors of you hereby guarantee your performance of the terms of this Agreement.
- 23.1 The Guarantors named on the Application form hereby guarantee your performance of the Terms and Conditions of this Agreement.
- 23.2 If the you commit any breach of its obligations and the breach is not remedied the Guarantor will indemnify us against any moneys outstanding by you to us and any costs and expenses directly incurred by us by reason of such default.
- 23.3 Where the Guarantor consists of more than one legal person, each of those persons agrees to be bound jointly and severally by this Guarantee and we may enforce this Guarantee against all or any of the persons who constitute the Guarantor.
- 23.4 The Guarantor will not be discharged or released from this Guarantee as a result of any arrangement made between us and you with or without the consent of the Guarantor, or by any alteration amendment or variation in the obligations assumed by you or any forbearance whether as to payment, time performance or otherwise.
- 23.5 Where you have failed to perform under this Agreement, the obligations of the Guarantor will continue even though you have been dissolved, liquidated or made the subject of external administration procedures.
- 23.6 The rights and obligations under this Guarantee will continue until all of your obligations under this Agreement have been performed observed and discharged.

**DATE**

EXECUTED by ROSS HOPPER.COM PTY LTD in accordance with section 127 (1) )  
of the Corporations Act by ) \_\_\_\_\_

(Witness)

SIGNED BY PROPRIETOR OF THE HIRER ) \_\_\_\_\_

(Witness)

EXECUTED by \_\_\_\_\_ in accordance with )  
section 127 (1) of the \_\_\_\_\_ )

(Witness)

Corporations Act by \_\_\_\_\_ )

SIGNED BY \_\_\_\_\_ as Guarantor ) \_\_\_\_\_

(Witness)