

BRITEX CARPET CARE AND RUG DOCTOR HIRE CONTRACT CONDITIONS

These Conditions apply to all hires by the Owner to the exclusion of any other conditions proposed by the Hirer or the Agent. No variation or cancellation of any of these Conditions will be binding on the Owner unless agreed by an authorised officer of the Owner in writing.

These Conditions may be changed by the Owner for future Contracts at their absolute discretion upon notice. The Owner will give notice to the Hirer by way of:

- 1) email to their supplied email address;
- 2) publication of amended terms on their website www.britex.com or www.rugdoctor.com.au; and/or
- 3) publication or display at a supplying premises of the Product;

all of which will be automatically deemed to be sufficient notice. Changes will only apply to Contracts entered into after the amendments have been sufficiently notified as stated above.

1. Interpretation of Words in this Contract:

- 1.1 **Agent** shall mean a hire outlet authorised by the Owner only.
- 1.2 **Conditions** shall mean these conditions or as varied from time to time.
- 1.3 **Contract** shall mean this contract or as varied from time to time.
- 1.4 **Hire Fee** shall mean the amount due under this Contract for the hire of the Product.
- 1.5 **Hirer** shall mean the person named on the Tax Invoice page ("**Tax Invoice**") hereof and in the event that more than one person is named as the Hirer, then each of those persons jointly and severally.
- 1.6 **Owner** shall mean either Britex Carpet Care Pty Ltd ABN: 80 093 729 787 or Carpet Machine Hire Pty Ltd ABN: 79 008 665 932 as may be stipulated on the Tax Invoice.
- 1.7 **Product** shall mean the equipment referred to on the Tax Invoice and any accessories or chemicals supplied at the time of hire as indicated.
- 1.8 **Hire Period** shall mean the period covered by the payment of advance hire commencing with the hire date and time on the Tax Invoice and concluding at the end of the hire period covered by such payment when the Product is delivered by the Hirer to the Agent.
- 1.9 Single and Plural Words used in this Contract in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Contract shall apply to such words when used in the plural where the context so permits and vice versa.

2. Owner Obligations:

- 2.1 Allow the Hirer to take and use the Product for the Hire Period; and
- 2.2 Provide the Product to the Hirer in good order and condition.

3. Owner Rights:

- 3.1 The Owner or the Agent hold the right at any time during the Hire Period (acting reasonably) to verbally or otherwise demand that the Product is returned to the Owner or the Agent, and the Hirer agrees that in the event any such demand is made, the Hirer will do all things necessary as required by the Owner or the Agent to deliver said Product immediately to the Owner or the Agent. Failure to comply with this demand may result in this Contract being terminated and the Product being reported stolen and legal action taken to recover it and any outstanding Hire Fees; and
- 3.2 The Owner or its Agent may install and employ GPS and tracking device technology to monitor the location of the Product, which may be disclosed to third parties including the police and court officers, for the purpose of enforcing this Contract.

4. Hirer Obligations:

- 4.1 The Hirer **will**:
 - i. Provide accurate identification and contact details upon request, and warrant that any such details provided by the Hirer are that of only the Hirer.
 - ii. Unless otherwise specified, return the Product to the Agent where the Product was hired from when due under this Contract or on demand.
 - iii. Pay the Hire Fee and any other amounts to the Owner when due under this Contract.
 - iv. Return the Product in a clean and good repair.
 - v. Use the Product in a careful and prudent manner according to the instructions on the equipment, website, user guide, Product label, or direction otherwise provided by the Owner and/or Agent.
 - vi. Call the "customer help line" immediately if correct operation of the Product is in doubt.
 - vii. In the event of a breakdown or failure of the Product, return the Product to the Agent (at the Hirer's expense) and not attempt to repair the Product.
 - viii. Conduct a thorough hazard and risk assessment before using the Product and ensure it is suitable for use; and
 - ix. Comply with all Occupational Health and Safety Laws when using the Product, and ensure the Product is used with RCD switches (premises fuse box safety switches).
- 4.2 The Hirer **will NOT**:
 - i. Loan, sell, sub-let, mortgage, charge, encumber or otherwise part with possession of the Product without prior written consent of the Owner or its Agent; or
 - ii. Use the Product for commercial purposes.

5. Loss, damage or breakdown of Product:

- 5.1 The Hirer will be responsible for, and indemnifies the Owner against, any loss or damage to the Product irrespective of how the loss or damage occurred (fair wear and tear and defects excepted) during the Hire Period.
- 5.2 Theft of the Product does not limit the Hirer's liability under this clause.

6. Payment:

- 6.1 On or before entering into this Contract, the Hirer must pay the Owner or its Agent the amounts set out on the Tax Invoice, including any deposit or bond required by the Owner or its Agent.
- 6.2 The Hirer may be required to provide credit card or account details to fulfil its obligations under this Contract.
- 6.3 In the event of any breach of this Contract whatsoever, the Hirer will pay the Owner on demand:

- i. The amount of any additional or late charges which accrue by virtue of the Hirer's failure to return the Product on completion of the Hire Period at calculated or prevailing rates and any other amounts which the Hirer may become liable to pay under this Contract.
 - ii. Full replacement value of the Product if it is lost, destroyed or otherwise unable to be delivered to the Owner or the Agent on reasonable demand that the Product be returned.
 - iii. All costs incurred in recovering possession of the Product.
 - iv. All costs incurred in cleaning the Product.
 - v. The cost of any damage and/or repairs suffered by the Product during the Hire Period, whether damage arose through accident, neglect, misuse or any other cause whatsoever by the Hirer or any other person; and/or
 - vi. Any Hiring Fee calculated at the prevailing rate for any such period when the Product is unable to be hired out by the Owner due to any breach of this Contract whatsoever.
- 6.4 In the event of any breach of this Contract whatsoever, the Owner or its Agent may hold any deposit or bond paid until all amounts due are paid.
- 6.5 Without limiting the recovery of any amounts owing to the Owner, the Hirer authorises the Owner or its Agent to charge any amounts owing to any credit card or account details that are provided by the Hirer to the Owner or its Agent.
- 6.6 If the Hirer defaults in payment of any fees or charges under this Contract, the Owner or its Agent may give information about the Hirer to a credit reporting body to allow the credit reporting body to create or maintain a credit information file or to list the default and debt on a credit information file.

7. Breach of Hire Contract by the Hirer:

- 7.1 If a Hirer breaches any clause whatsoever of this Contract and does not remedy the breach within 7 days' notice from the Owner or its Agent requiring the Hirer to do so, then the Owner, its Agent and/or any law enforcement officer shall be entitled to:
- i. Terminate this Contract.
 - ii. Repossess the Product (and are authorised, subject to law, to lawfully enter any premises where the Product is located to do so).
 - iii. Sue for recovery of all monies owing by the Hirer and any damages suffered as a result of the breach; and/or
 - iv. Report conduct to the appropriate law enforcement authorities for criminal conviction in a manner consistent with the information contained in the Notice to Hirer at the end of this Contract.
- 7.2 The Hirer will be liable to pay all legal expenses incurred by the Owner or the Agent in the event that any legal action is required to enforce observance or rectify a breach by the Hirer of this Contract including any action taken by the Owner or the Agent to recover any amounts due to be paid hereunder.
- 7.3 The Hirer indemnifies the Owner and/or Agent in respect of any damages, costs or loss to the extent caused or contributed by the Hirer resulting from a breach of this Contract.

8. Exclusion of Warranties and Liabilities:

- 8.1 To the extent permitted by law the Owner disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Product, subject to the right of the Hirer to receive a Product free of any defects that would prevent the Product operating as described. For clarity, nothing in this Contract limits any applicable consumer guarantees that apply at law.
- 8.2 To the extent permitted by law the Owner or the Agent shall not be held responsible for any accident, illness (including without limitation the coronavirus disease known as SARS-CoV-2 or COVID-19) or damage whatsoever and howsoever arising to the person or property of the Hirer or any other person whatsoever resulting directly or indirectly from the Product or its use, and the Hirer also agrees to absolve and indemnify the Owner and the Agent from and against all responsibility or obligation relating to any damage unless the accident or damage arises out of a negligent act or default of the Owner or the Agent, and in that event the Owner or the Agent shall only be liable for direct damages and not consequential loss. In any event, any such liability referred to in this clause shall be reduced in proportion to the extent it was contributed to by the negligent act or omission of the Hirer or those using the Product at that time.

9. Privacy:

- 9.1 The Owner and/or its Agent collects personal information (PI) in order to provide its Product and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, police, service providers who offer products or services that may reasonably be of interest to the Hirer, and, as required, to Australian regulatory authorities. Product hire is conditional on providing this PI. The Owner and/or its Agent will also use and handle PI as set out in its Privacy Policy. The Owner's Privacy Policy can be viewed at www.britex.com/privacy-policy or www.rugdoctor.com.au/privacy-policy and its Agent's Privacy Policy can be viewed at www.bunnings.com.au/policies/privacy-policy. In addition to any use that may be outlined in the Owner's Privacy Policy and the Agent's Privacy Policy, the Owner and/or its Agents may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Hirer. The Privacy Policy also contains information about how Hirers may opt out, access, update or correct their PI, how Hirers may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Unless otherwise indicated by the Owner, the Owner may disclose PI to entities outside of Australia (for a list of the countries, see the relevant Owner's Privacy Policy at either www.britex.com/privacy-policy or www.rugdoctor.com.au/privacy-policy as applicable or the Agent's Privacy Policy at www.bunnings.com.au/policies/privacy-policy).

10. Severance:

- 10.1 If any provision of this Contract is wholly or partly invalid, unenforceable, illegal, void or voidable, this Contract must be construed as if that provision or part of a provision had been severed from this Contract and the parties remain bound by all of the provisions and part provisions remaining after severance.

11. Governing Law

- 11.1 This Contract will be governed and constructed in accordance with the laws of Victoria, Australia, and the Hirer submits to the exclusive jurisdiction of the courts of Victoria, Australia for determination of any dispute claim or demand arising out of this Contract.

12. PPS Law:

- 12.1 The Hirer understands that this Contract constitutes a 'security agreement' pursuant to the definition outlined in the Personal Property Securities Act 2009 (Cth) (**PPSA**), which will create a 'security interest' in relation to the Product in favour of the Owner.
- 12.2 The Hirer understands that the Owner may register and obtain a security interest in the Product in connection with this Contract and the Hirer will assist the Owner with such registration where required, including ensuring that the security interest is enforceable, perfected or otherwise effective and has the highest priority possible under law.

12.3 In accordance with this Contract, the Hirer must not register, obtain or take any steps to register or obtain any security interest in the Product.

13. Deposit:

13.1 A security deposit (I.N. 5470213) of \$100 is required from the Hirer. This deposit can only be provided via cash or credit card. Hirers should be aware that credit card deposit returns can take several days to process depending on the Hirer's bank's processing timeframes.

THE HIRER HEREBY ACKNOWLEDGES without limiting what is otherwise set out above in these Conditions:

- 1) They have read and understood the Conditions, and the obligations upon them and the rights of the Hirer that appear above.
- 2) By accepting this Contract the Hirer is entering into a legally binding and enforceable Contract with the Owner.
- 3) That the Product has been received in good order and condition from the Agent.
- 4) That the Product is and remains the property of the Owner at all times.
- 5) There is no lawful reason or excuse for the Hirer to retain the Product after the conclusion of the Hire Period or after the Hirer is required to return the Product as provided for under this Contract.
- 6) Product is for domestic or private use only and must not be used for commercial purposes, in particular and without limitation the Hirer will not use or permit others to use the Product:
 - a. in relation to the conduct of a cleaning business or any other business.
 - b. at any place where work is performed by an employee, independent contractor or employer; and
- 7) PI may be disclosed to third parties and authorities as required. PI may also be used for marketing purposes and as further set out in clause 9 above. If personal information is not provided the Product cannot be hired. The Owners' Privacy Policy contains details on how information is used, how held information may be accessed/corrected and the privacy complaints process. Unless otherwise indicated by the Owner, the Owner may disclose PI to entities outside of Australia. The Owner cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this Contract, Hirers consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Owner is not liable in this regard. For further information and a list of countries please see the relevant Owner's Privacy Policy at either www.britex.com/privacy-policy or www.rugdoctor.com.au/privacy-policy as applicable.

PLEASE CLEAN THE PRODUCT BEFORE RETURN. EQUIPMENT RETURNED DIRTY WILL BE SUBJECT TO:

- 1) LOSS OF DEPOSIT, AND/OR
- 2) LIABILITY FOR CLEANING CHARGES.

NOTICE TO HIRER ("NOTICE")

FAILURE TO RETURN THE PRODUCT IN ACCORDANCE WITH THIS HIRE AGREEMENT MAY BE A CRIMINAL OFFENCE and result in conviction for theft under Section 74 of the Crimes Act 1958 (VIC) or other similarly relevant provisions of the Crimes Acts including, but not limited to, the sections of the legislation in the other States and Territories listed below:

- s 94 of the Crimes Act 1900 (NSW)
 - s 391 of the Criminal Code Act 1899 (QLD)
 - s 134 of the Criminal Law Consolidation Act 1935 (SA)
 - s 226 of the Criminal Code Act 1924 (TAS)
 - s 371 of the Criminal Code Compilation Act 1913 (WA)
 - s 209 of the Criminal Code Act 1983 (NT)
 - s 308 of the Criminal Code 2002 (ACT)
- (collectively referred to below as the "Crimes Act").

The Hirer should take notice that:

- i. by failing to return the Product in accordance with this Contract, the Hirer may have assumed the rights of the Owner and may therefore have illegally appropriated the Product within the meaning of the Crimes Act.
- ii. if the Hirer's intention is to treat the Product as the Hirer's own to dispose of regardless of the Owner's rights, the Hirer is nevertheless to be regarded as having the intention of permanently depriving the Owner of the Product under the Crimes Act; and
- iii. THE OWNER MAY REPORT such conduct and may seek to have the Hirer charged with offences for any breaches of the Crimes Act, and this Contract including this Notice will be relied on by the Owner in support of such a prosecution and/or in support of a claim for compensation under section 86(1) of the Sentencing Act 1991 (VIC) (or any similarly relevant legislation in force throughout Australia) or any civil claim for damages.

A PERSON FOUND GUILTY OF THEFT IS GUILTY OF AN INDICTABLE OFFENCE AND LIABLE TO LEVEL 5 IMPRISONMENT (10 YEARS MAXIMUM) WHERE PERMITTED BY LAW, THE OWNER, ITS AGENTS OR ANY LAW ENFORCEMENT OFFICER RESERVES THE RIGHT TO ENTER ANY PREMISES TO REPOSSESS A PRODUCT IN THE EVENT OF A BREACH OF ANY PROVISION OF THIS CONTRACT.

Effective - August 2023