
GCS INTEGRATED MANAGEMENT SYSTEM
GCS SHORT FORM HIRE TERMS & CONDITIONS
GLOBAL CONSTRUCTION SERVICES LIMITED
DOCUMENT NO: GCS-002641 ISSUE: 3.0



In this document “goods” shall mean all goods, including but not limited to any plant, scaffolding and equipment together with all accessories and other apparatus attached thereto or used in connection therewith, which is hired out or supplied by the Company to, or at the request of, the Customer.

In this document the expression “Company” defines and means Global Construction Services Ltd ABN 81 104 662 259 and each of its related entities (as defined in the Corporations Act 2001) and any of the Company’s assigns. This agreement extends to any credit given to the Customer in the future by a company which is not now, but is then, a related entity of Global Construction Services Ltd.

1. The Customer agrees to pay, without any deduction whatsoever, the price, taxes, duties and other imposts charged by the Company to the Customer or the hire out of goods (the “Price”) in advance of the hire period and before the product is released.
2. The Company shall be entitled to charge interest on all outstanding monies due by the Customer at the rate of 12.0% per annum.
3. The Customer will pay the hire charges for the goods in advance at the rate charged by the Company from the commencement date of the hire up until the goods are returned to the premises of the Company in a clean condition and in good and substantial working order and repair so as to be suitable for rehire for the proper use for which the goods are designed. If the goods are not returned in this condition and order to the satisfaction of the Company, the Customer agrees the hire charges shall continue until the goods are restored to this condition and order with costs being payable by the Customer in accordance with clause 4 below.
4. The Customer agrees the costs payable by the Customer to the Company for goods not returned in the condition and order specified at clause 3 above shall be:
 - a) the Company’s cost of labour and material necessary to restore the goods to a clean condition and to good and substantial working order and repair so as to be suitable for rehire for the proper use for which the goods are designed, inclusive of a admin fee not less than 15%, or,
 - b) at the election of the Company, the Company’s cost if it were to replace the goods. Inclusive of a admin fee not less than 15%
5. The Customer agrees the goods hired out by the Company to, or at the request of, the Customer shall be at the Customer’s risk immediately upon delivery to the Customer or into the Customer’s custody (whichever is sooner). Ownership or property in the said goods does not pass to the Customer. The Customer shall not pledge or in any way charge by way of security or indebtedness any of the goods which are the property of the Company.
6. The hiring is personal to the Customer and the rights of the Customer are not assignable to any person or company. The Customer shall not on- hire the goods to any other party without the prior written consent of the Company.
7. It is the Customer’s responsibility to check the quantities of goods delivered or returned. No claim for shortages, missed deliveries or missed returns will be recognised unless notified in writing to the Company by the Customer within 24 hours of delivery or return. Unless the Company receives for its consideration such a claim within this time period, then the Customer acknowledges that the quantities of goods delivered or returned are those listed on the Company’s delivery and return dockets. If no signature is obtained from the Customer upon delivery of the goods, then no claim will be recognised by the Company unless the Company’s employee who delivered the goods is of the belief that such shortage or misdelivery occurred. The Customer agrees that the Company shall be able to deliver or accept return of the goods whether or not a representative of the Customer is present at the time of delivery or



return and that should there be no representative of the Customer present at the time of delivery or return, the quantities of goods delivered or returned are those listed on the Company's delivery and return dockets.

8. The Company is not responsible for any loss or damage to the goods in transit. If any of the goods are lost or stolen during the period of hire or in transit, whichever is the sooner, the Customer agrees to pay to the Company immediately upon presentation of a tax invoice, the Company's cost inclusive of a admin fee not less than 15%, if it were to replace such goods and agrees the hire charges shall continue to accrue until the Company has received payment by the Customer of such replacement cost. This right shall not prejudice, or be prejudiced by, any other right under this agreement.
9. The Customer agrees that for the purpose of securing its obligations and liabilities herein to, in favour of the Company, hereby charge and mortgage with the due and punctual payment and the due and punctual and complete performance of all its liabilities and obligations herein all its legal and equitable interest of whatsoever nature held in any real property both present and future and the Customer hereby consents to the Company lodging a caveat or caveats noting its proprietary interest hereunder.
10. All legal costs (on a solicitor/ client basis), charges, duties and other expenses incurred by the Company in respect of this agreement or the securities or other documentation required hereunder, or incurred as a result of the Customer failing to perform its covenants and obligations contained herein, shall be paid by the Customer to the Company. The expenses include, but are not limited to the commission payable to a mercantile agent or a debt collector to pursue or recover outstanding monies pursuant to this agreement and the liability to pay this commission arises at the time the recovery is placed in the hands of the debt collector. The Customer agrees that it is liable for and will pay any stamp duty assessed on this document.
11. The Company may at any time terminate this agreement or withdraw or suspend any credit facility or increase or decrease the limit of any credit facility without notice to the Customer. The Company may at any time require payment in advance of the whole or any part of the Price as a condition precedent to the continued hire out of goods by the Company to, or at the request of, the Customer. The Company can, without any claim for loss or damage whatsoever by the Customer in doing so, cease the hire out of goods to, or at the request of, the Customer if there are any outstanding monies due by the Customer to the Company on any account whatsoever or if the Company has reason to doubt the Customer's ability to pay for the hire in the future.
12. If the hire out of the goods is terminated by the Company or if the Customer makes default in the observance or performance of any of these obligations, the Customer must return the goods to the Company and pay all monies due and owing by the Customer to the Company, failing which:-
 - a) the Customer shall pay to the Company the Company's cost if it were to replace the goods together with the hire charges which shall continue to accrue until the Company has received payment from the Customer of such replacement cost, and
 - b) the Company may without notice to the Customer repossess the goods.

For the purpose of repossessing the goods or upon determination of the hire for any other reason, the Customer hereby authorises the Company, its directors, servants and agents to enter upon any premises in the occupation of, or being used by, the Customer to search such premises and to remove the goods there from without being liable for trespass. The Customer shall be liable for and hereby indemnifies the Company against any loss, expense, cost or damage whatsoever that may be incurred as a result of the Company taking possession of the goods including but not limited to any damage caused to the goods, any obstruction or any building on or around the goods. The Customer agrees to pay the Company's costs of the repossession and transportation of the repossessed goods to the Company's premises.



13. The Customer acknowledges the goods are fit for the purpose they are to be used for. The Customer hereby indemnifies and holds indemnified the Company and the Company's employees, servants, agents and sub-contractors from and against all claims, actions, demands, costs (including legal costs on a solicitor/client basis) and expenses in any way arising out of the use of the goods between the commencement of the hire and the return of the goods to the Company and whether caused by the negligence of the Customer, his servants or agents or by the negligence of any other person or whether arising out of the condition of the goods or the use to which they are put or otherwise whatsoever.
14. At all times title to the goods remains with the Company. The hirer must ensure the goods are under their control and cannot on-hire the product to another party. The retention of title constitutes the granting of a purchase money security interest by the applicant in favour of the Company, in respect of all present and after acquired goods supplied to the Customer by the Company.
15. The Company reserves the right under the PPSR to register their interests under the Personal Property Security Act (PPSA). The Customer must not take any action that would hinder or place into doubt the ability of the Company to perfect its title, security interests or priority under the PPSA.
16. In this document words in the singular includes the plural and vice versa, and reference to any gender includes the other genders.
17. If any party to this agreement comprises two or more parties each of those parties are jointly and severally liable on the covenants and obligations herein.
18. If any part of this agreement becomes void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect. This agreement shall be governed and construed in accordance with the laws of Western Australia.