



**EXCAVATORS | LOADERS | TIPPERS | MOBILE SKIP BINS**

## **MASTER EQUIPMENT HIRE AGREEMENT TERMS AND CONDITIONS**

### **RECITALS**

- A. Cortis Renovations Pty Ltd ACN 165 230 008 trading as Cortis Mini Hire ABN 95 165 230 008 ("**Cortis**") desires to hire to you ("**You**"), and You desire to hire from Cortis, certain Equipment.
- B. Cortis is the proprietor/owner of the plant and equipment ("**Equipment**") as detailed in the schedule to the Agreement ("**Schedule**").
- C. You will hire the Equipment as specified in the Schedule from Cortis in accordance with the clauses of this Agreement.
- D. The Agreement comprises both Part "A" and Part "B" being the Equipment Hire and Skip Bins/Trailers terms and conditions.
- E. If there are any inconsistencies between Part A or Part B of this Agreement, Part B shall prevail only to the extent of any inconsistency.

### **OPERATIVE PART**

IT IS AGREED that in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

#### **Preliminary Terms**

1. **Equipment to be Hired (Refer also to Schedule of Equipment).**
2. **Commencement Date:**
3. **End Date:**
4. **Hire Period:**
5. **Address for Equipment Hire:**
6. **Hire Charges:** Please refer to the website for Hire Charges, at <http://www.cortisminihire.com.au> , which may be amended from time to time.
7. **Additional Charges:** Additional cleaning Charge of \$75.00 will occur if the Equipment needs to be cleaned and also refer to Part B for any Additional Charges in relation to Skip Bins/Trailers.
8. **Insurance Excess Charge/s:** \$850.00 per piece of Equipment.

**Pre-Hire inspection Details and Report** (NB: This includes Equipment condition, function, and any issues/faults/defects to be noted):

**After-Hire inspection Details and Report** (NB: This includes any changes/issues from the Pre-Hire Inspection Report):

## PART A

### 1. HIRE OF EQUIPMENT

- 1.1 The hire of the Equipment will begin from the Commencement Date as detailed on page 1 of this Agreement and will continue for the Hire Period as detailed on page 1 of the Agreement.
- 1.2 You acknowledge and agree to return the Equipment to Cortis on or before the end of the Hire Period as detailed on page 1 of the Agreement and that any extension of the Hire Period is to be agreed in writing between the parties.
- 1.3 The terms and conditions contained in both Parts A and B relate to the Hire of Equipment under this Agreement.

### 2. HIRE CHARGES AND COSTS

- 2.1 You agree to pay Cortis the Hire Charges as detailed on page 1 of the Agreement to use/hire the Equipment for the Hire Period.
- 2.2 The Hire Fees are inclusive of any applicable GST as required by law.
- 2.3 You may also be required to cover additional costs that are applicable to Cortis, including, but not limited to, legal costs, repair/replacement costs, costs arising from your acts, omissions, negligence, neglect or default under this Agreement, any applicable government taxes, duties, penalties or charges, any interest on overdue amounts calculated at the rate of 1.5% per month (or any part thereof).

### 3. USE/HIRE OF EQUIPMENT

- 3.1 You acknowledge and understand that the use of the Equipment bears inherent risks, including but not limited to, dangerous acts, injury and/or illness.
- 3.2 The Equipment shall only be used by You.
- 3.3 You agree to use, operate, maintain, store and secure the Equipment in a safe manner and location, in accordance with the requirements/directions of Cortis.
- 3.4 You agree to comply with all occupational health and safety laws, as applicable and amended from time to time, relating to the use/hire of the Equipment.
- 3.5 You must ensure that the Equipment is returned to Cortis in a clean state, noting any issues in the Pre/After-Inspection Details/Report on page 1 of this Agreement.

### 4. WARRANTIES AND ACKNOWLEDGEMENTS

You must:

- 4.1 decide the suitability of the Equipment for the purpose required;
- 4.2 use the Equipment in a skillful and proper manner and only for the purpose and within the capacity for which it was designed;

- 4.3 not permit the Equipment to be used by any person who is not using the Equipment for the specific purpose or in a safe manner;
- 4.4 at Your own expense, clean and maintain the Equipment in good order and substantial repair and condition;
- 4.5 make good any damage to the Equipment or any part thereof except to the extent that such damage is due to fair wear and tear;
- 4.6 permit, and procure any subsidiary to permit, Cortis and its representatives upon reasonable notice at any time to enter upon the location/site at which the Equipment is located for the purpose of inspecting the Equipment;
- 4.7 notify Cortis if there is a breakdown or failure of the Equipment and, if required by Cortis, return the Equipment to Cortis at Your expense for the purpose of repairing or replacing the Equipment;
- 4.8 not undertake any repair of the Equipment without express permission from Cortis;
- 4.9 make the Equipment available during regular business hours if Cortis is required to service or repair the Equipment;
- 4.10 clean the Equipment properly and thoroughly upon completion of hire or pay Cortis the reasonable costs incurred in relation to cleaning the Equipment;
- 4.11 be responsible for the safe keeping of the Equipment, and indemnify Cortis for any loss or damage to it by whoever and howsoever caused;
- 4.12 promptly notify Cortis in writing of any removal or seizure of the Equipment from or out of the possession or control of You and provide details of the current address or place where that Equipment is situated;
- 4.13 be responsible for and indemnify Cortis against all claims in respect of injury to persons, or damage to property, arising out of the use of the Equipment by whomever during the Hire Period however arising;
- 4.14 not purport or attempt to sell, hire, lease or otherwise part with possession of the Equipment;
- 4.15 not purport or attempt to dispose of charge or encumber the Equipment or assign any rights under this Agreement;
- 4.16 not alter the Equipment in any manner unless as otherwise agreed in writing between the parties;
- 4.17 utilise the Equipment within the specific purpose and design requirements;
- 4.18 not remove or obscure or deface any identifying mark or label on the Equipment or any part thereof;
- 4.19 not part with possession of the Equipment; and
- 4.20 comply with all relevant Acts, regulations and by-laws relating to the Equipment and its use.

### 5. INDEMNITY

- 5.1 You release Cortis from all claims, demands, loss or damage that You or any of your associates suffer directly or indirectly in connection with this Agreement or the Equipment, however caused.
- 5.2 Cortis will not be liable to you for any consequential loss arising from any special, indirect, consequential or economic loss or damage of any nature, including, without limitation, loss of profit.
- 5.3 You are liable for, and indemnify Cortis and its associates, against any liability or costs (including legal costs on a full indemnity basis) incurred by Cortis or any of its associates, directly or indirectly in connection with:
  - 5.3.1 Your acts or omissions, or the acts or omissions of your associates in connection with this Agreement; and
  - 5.3.2 Loss, destruction or damage to the Equipment; and
  - 5.3.3 Your breach of this Agreement.
- 5.4 The above release and indemnity under clause 5 survive the termination of this Agreement.

### 6. LOSS OR DAMAGE OF EQUIPMENT

- 6.1 You will be responsible for any loss or damage to the Equipment, regardless of how the loss and/or damage occurred (fair wear and tear excepted) during the Hire Period.
- 6.2 Cortis does not take any responsibility for any persons injured as a result of hiring the Equipment, including, but not limited to disorderly conduct, inappropriate behaviour, reckless actions and/or misusing the Equipment in any manner.
- 6.3 You are responsible for the loss and damage to the Equipment whilst on hire. You will pay for any losses, damages, costs, charges, fees and expenses incurred by Cortis as a result.
- 6.4 You must take reasonable steps to ensure that the Equipment is not damaged and is protected from weather events and harmful environments which are reasonably likely to cause damage to the Equipment and must not alter, interfere with, repair or attempt to repair any Equipment during the Hire Period.
- 6.5 If any Equipment is lost, damaged, or stolen during the Hire Period, You must immediately notify Cortis within one (1) hour of You becoming aware of such loss, damage and/or missing Equipment.
- 6.6 You hire the equipment at your own risk and indemnify Cortis against any and all loss in respect of any loss of or damage to the Equipment, including, but not limited to, any consequential loss.
- 6.7 You agree to indemnify and hold Cortis harmless from all claims, costs, charges, fees, losses or damages as a result of any injury to a person/property arising out of Your use and/or custody of the Equipment.

## 7. INSURANCES

- 7.1 Cortis will maintain current insurance policies in respect of the Equipment to its full insurable value.
- 7.2 An Insurance Excess Charge shall apply in relation to the Hire of the Equipment, as detailed on page 1 of the Agreement, which may be amended by Cortis, as required, from time to time.
- 7.3 You acknowledge that You must pay for the risks that the Insurance does not cover, including, but not limited to, theft, damage resulting from misuse or use violating statutory rules and regulations, or caused by the negligence of You or any other person during the Hire Period, or loss or damage whilst being transported, or when the Equipment is wrongly converted to Your own use.
- 7.4 As Cortis does not provide Insurance coverage to You, You are responsible in ensuring that any additional necessary/required insurance policies in relation to liability, fault and damage are in place to protect and indemnify Cortis against any and all claims, damage and loss. This insurance may apply to both You as the Hirer and in a personal capacity.
- 7.5 You must not perform or permit any action which may cause any prejudicial effect to the Insurance or potential claim under the Insurance.
- 7.6 By accepting this Agreement, you agree waive all rights relating to any damage and understand that Cortis' insurance representative, from time to time, will seek any required payments, compensation, monies owed from You, as required under this Agreement, for any damage to the Equipment whilst on Hire to You.
- 7.7 You must perform any action and provide any document, evidence and information necessary to enable Cortis to recover any monies due at any time under the Insurance.
- 7.8 You may be required to have the required Insurance and provide evidence to Cortis of such to Cortis' reasonable satisfaction. Such insurances include, but are not limited to, public liability and Equipment coverage.

## 8. LIABILITIES AND REMEDIES

- 8.1 You have read and agree to be bound by the terms and conditions of this Agreement.
- 8.2 You will assume all risks and liabilities for the Equipment and for all injuries, and/or deaths arising under this Agreement and in relation to Your use, possession, maintenance and storage of the Equipment, including any inappropriate or illegal use of any Equipment, Skip Bins/Trailers or vehicles (including for transportation of Cortis Equipment)
- 8.3 An Additional Charge as detailed on page 1 of this Agreement will apply if the Equipment is damaged by You or if not returned within the Hire Period/after the End Date.
- 8.4 If You are in default then without prejudice to any other rights or remedies:
- 8.4.1 Cortis may perform any action necessary or desirable to remedy or rectify that default to the satisfaction of Cortis, including, but not limited to repossession of the Equipment, at the full cost of You;

8.4.2 Cortis may terminate this Agreement and any other agreement between the parties; and

8.4.3 You shall indemnify Cortis for any costs incurred in recovering Equipment whether abandoned, unlawfully detained or otherwise.

## 9. SECURITY INTERESTS AND CLAIM FOR PAYMENT

- 9.1 You acknowledge and agree that Cortis retains title to the Equipment.
- 9.2 You acknowledge and agree that this Agreement constitutes a Security Agreement and creates a Security Interest in favour of Cortis.
- 9.3 You agree to:
- 9.3.1 sign any documents or do anything which Cortis reasonably requires you to do;
- 9.3.2 ensure that each Security Interest is enforceable and perfected;
- 9.3.3 enable Cortis to exercise its right in connection with each Security Interest, including the registration of a financing statement on the PPSR (and maintaining that registration); and
- 9.3.4 waive your rights to receive any verification statements or any notice otherwise required to be given by Cortis under section 157 or any other provisions of the PPSA laws.
- 9.4 Without Cortis' written consent you must not:
- 9.4.1 create or permit to subsist, over all or any part of the Equipment, any Security Interest in favor of You or any other party other than Cortis; or
- 9.4.2 sell, transfer, lease, fend, assign or otherwise dispose of or part with possession of the Equipment or any interest in it during the Hire Period.
- 9.4.3 The parties agree that to the extent not prohibited by law, section 96, 125, 142 and 143 of the PPSA law are excluded in full and will not apply to any Security Interests arising out of or in connection with this Agreement.

## 10. TERMINATION

- 10.1 The parties agree to the following terms regarding termination under this Agreement:
- 10.1.1 without prejudice to any other remedies available to Cortis and notwithstanding any period of hire specified, Cortis may in its absolute discretion terminate this Agreement at any time and/or decline to hire the Equipment to You at any time;
- 10.1.2 upon termination of this Agreement You shall promptly return the Equipment to Cortis; and
- 10.1.3 upon termination Cortis shall be entitled to take possession of the Equipment and for this purpose, You irrevocably appoint Cortis as its attorney and authorises Cortis or its agent to enter on any land or premises owned by or under the control of You and recover the Equipment and will pay for an indemnifies Cortis against all claims, losses, damages, costs, charges, fees and expenses arising out of the repossession of the Equipment.

## 11. NOTICES

- Any notice given under or in connection with this Agreement ("**Notice**"):
- 11.1 must be in writing and signed by a person duly authorised by the sender;
- 11.2 must be addressed and delivered to the intended recipient by hand, by prepaid post, by fax or by email to at the address specified in this Agreement, or last notified by the intended recipient to the sender after the date of this Agreement;
- 11.3 is taken to be given and made: in the case of hand delivery, when delivered, in the case of delivery by post, three (3) Business Days after the date of posting (if posted to an address in the same country) or seven (7) Business Days after the date of posting (if posted to an address in another country), and in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number, and if under paragraph 13.2 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.
- 11.4 A party may serve a Notice by email if the Notice: includes a signature block specifying: the name of the person sending the Notice, and the sender's position within the relevant party, states in the body of the message or the subject field that it is sent as a Notice under this Agreement, contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement, is sent to the email address on the cover page or the email address last notified by the intended recipient to the sender.
- 11.5 The recipient of a Notice served under clause 11.4 must: promptly acknowledge receipt of the Notice, and keep an electronic copy of the Notice. Failure to comply with this paragraph 11.5 does not invalidate service of a Notice under this clause.
- 11.6 A Notice sent by email taken to be given or made: when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above, when the Notice enters an information system controlled by the recipient, or when the Notice is first opened or read by the recipient, whichever occurs first. If under this paragraph a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

## 12. CONFIDENTIAL INFORMATION

- Each party:
- 12.1 except as permitted under this clause 12, must keep confidential all Confidential Information of the other party;

- 12.2 may use the Confidential Information of the other party solely for the purposes of this Agreement; and
- 12.3 may disclose Confidential Information of the other party only: with the prior written approval of the other party, to officers, employees and consultants or advisers of the party or its Related Bodies Corporate (including, but not limited to the party's insurers, insurance brokers and bankers) who:
- 12.3.1 are aware and agree that the Confidential Information must be kept confidential; and
- 12.3.2 either have a need to know (and only to the extent that each has a need to know), or as required to be disclosed by law or any order of any court, tribunal, authority or regulatory body.
- 12.4 Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.
- 13. ENTRY INTO THIS AGREEMENT**
- 13.1 You agree to the terms and conditions in this Agreement and that this Agreement is binding once any one of the following takes place:
- 13.1.1 You mark or accept the tick box as required on the Cortis' website;
- 13.1.2 You provide Cortis with a Purchase Order; or
- 13.1.3 You confirm either in writing or verbally that you agree to be bound to this Agreement.
- 13.2 For clarity, only one of the above acts is required and You shall be bound regardless of whether You have read or signed this Agreement or not.
- 14. INTERPRETATION AND DEFINITIONS**
- In the interpretation of this Agreement, unless the context otherwise requires, the following rules apply:
- 14.1 headings and subheadings are for convenience only and do not affect interpretation;
- 14.2 words denoting the singular number include the plural, and the converse also applies;
- 14.3 words denoting any gender include all genders;
- 14.4 a defined word or expression has corresponding effect in relation to its other grammatical forms;
- 14.5 any reference to dollars or "\$" is to Australian currency;
- 14.6 any reference to a party to any agreement or document includes its executors, administrators, legal personal representatives, successors and permitted assigns and substitutes by way of assignment or novation;
- 14.7 any reference to any agreement or document includes that agreement or document as amended, ratified, supplemented, novated or replaced at any time;
- 14.8 any reference to a provision, comprising a clause, recital, schedule, annexure, exhibit, appendix, or attachment, is a reference to a provision of this Agreement;
- 14.9 any reference to any legislation or regulation includes amended, replacement and successor provisions or legislation;
- 14.10 the words "include", "including", "for example", and similar expressions are used without limitation;
- 14.11 the expression "at any time" includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;
- 14.12 any liability, representation or warranty undertaken by, or right conferred on, two or more persons binds or benefits all of those persons jointly and each of them severally;
- 14.13 if any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance;
- 14.14 time is of the essence in this Agreement, except that no delay by Cortis in exercising any right or power will operate as a waiver of that right or power, nor will any single or partial exercise of any right or power preclude any other of further exercise of that right of power;
- 14.15 this Agreement is the entire agreement between the parties and supersedes any and all communications, negotiations, arrangements and agreements, whether oral or written, between the parties in respect of the matters that are the subject of this Agreement;
- 14.16 Cortis shall take all reasonable steps to ensure that your personal information is securely held and protected from misuse or unauthorised access;
- 14.17 neither party will be liable for any delay or failure to perform its obligations pursuant to this agreement where such delay is due to force majeure;
- 14.18 this Agreement shall be governed by and construed in accordance with the laws of New South Wales; and
- 14.19 The Australian Consumer Law provides you with rights that are not affected by this Agreement and any provision in this Agreement is subject to the implied terms and conditions of that and any corresponding Federal legislation.
- 14.20 Agreement means these terms and conditions as set out in this document.
- 14.21 Claim means any claim, notice, demand, debt, action, expense, lien, liability, proceedings, litigation (including legal costs) or judgment.
- 14.22 Confidential Information means any information which is designated as confidential in the manner provided by this Agreement, or is otherwise confidential or commercially sensitive, and includes any other information which is developed by using such Confidential Information.
- 14.23 Default means any default under, breach of, non-performance of, noncompliance with, or repudiation of this Agreement or any provision of this Agreement; the occurrence of any event specified or defined in this Agreement to be a default under, or breach of this Agreement, whether or not within the power or control of the defaulting party; any fraud, action, neglect, delay, breach of duty, omission, or other prejudicial conduct under or relevant in relation to this Agreement; or the occurrence of any fact which with the giving of notice, expiry of any period of time, fulfilment of any condition, or occurrence of any other fact would constitute any default within any previous meaning or any default, termination, cancellation, prepayment, or similar event of any nature or description under this Agreement.
- 14.24 End Date means the date on which the term of hire ends as detailed on page 1 of this Agreement.
- 14.25 Equipment means the plant, equipment, fittings, safety items, Skip Bins/Trailers, products or other goods whether fixed, moveable or detachable, as specified and described in the Schedule and/or Purchase Order between Cortis and you for the purposes of this Agreement, which may include: any part, accretion or accession incorporated in, installed on, or attached to any part of the Equipment at any time; and any goods, articles or property at any time comprising or constituting any addition, alteration, improvement, upgrade, replacement or substitution to, of or for the Equipment, or part for or accretion or accession to any of the Equipment.
- 14.26 Force Majeure means an act, event or cause which is beyond the reasonable control of Cortis or you, including acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, grievous bodily diseases, pandemic related matters and any natural disasters, acts of war, terrorism, riots, malicious damage, sabotage and strikes.
- 14.27 GST means a Goods and Services Tax payable pursuant to A New Tax System (Goods and Services Tax) Act 1999 or any related law, by a person as a supplier of goods or services.
- 14.28 Hire Charges means the amount payable to Cortis by you for the use of the Equipment in accordance with the terms of this Agreement as set out in the price list (noting that such Charges can be varied by Cortis from time to time).
- 14.29 Hire Date means the date of this Agreement as detailed on page 1 of this Agreement and is when the Hire Period commences.
- 14.30 Hire Period means the period commencing on the Hire Date and ending on the End Date, as detailed on page 1 of this Agreement or as determined by Cortis.
- 14.31 Skip Bin means **TBA**.
- 14.32 Trailer means **TBA**.
- 14.33 You means the person specified as the client as listed on page 1 of this Agreement.

## PART B

### CORTIS SKIP BIN/TRAILER TERMS AND CONDITIONS

**Cortis agrees to accept the following forms of waste when You hire the Skip Bins:**

#### General Waste:

- Glass bottles and jars
- Aluminum cans and foil
- Polystyrene
- Steel food cans
- Steel paint cans (empty only)
- Juice cartons and plastic soft drink bottles
- Newspapers, magazines, books and phone books
- Office paper and envelopes
- Pizza boxes
- Milk and egg cartons
- Cardboard boxes and wrapping
- Grass clippings
- Small branches
- Twigs
- Garden prunings
- Lawn clippings
- Weeds, leaves and flowers
- Tree stumps (maximum diameter 25cm)
- Timber logs
- Old pot plants and pots
- Aluminum windows/scrap metals
- Doors
- Small timber offcuts
- Untreated timber
- Palettes (broken down only)
- Plasterboard
- Electrical appliances including whitegoods and household appliances
- Entertainment equipment such as televisions, stereos, and DVD players
- Battery operated appliances
- Computers & accessories
- Home office equipment such as printers, scanners, and photocopiers
- Electronic games and toys
- Mobile phones
- Electrical cable
- Other electronics

#### Builders/Building Waste: Please see below weight specifications

- Concrete
- Dirt, soil and sand
- Bricks
- Rocks
- Roof tiles and bathroom tiles

#### The following items are considered hazardous waste and are not acceptable/nor legal for disposal in a Cortis Skip Bin:

- Radioactive waste
- Medical waste
- Grease trap waste
- Contaminated soil
- Paint
- Mattresses
- Batteries
- Used oil filters
- Containers filled with oil
- Acids
- Tyres
- Aerosol Cans
- Asbestos

Asbestos is a very dangerous substance. Incorrect disposal of Asbestos may lead to criminal penalties. The Hirer is liable for any Asbestos found in a Cortis Skip Bin. The costs of such disposals of Asbestos lie with the Hirer, and Cortis reserves all rights in relation to same.

- A. The load limit for a Cortis Skip Bin is 750kg.
- B. All skip bins are weighed upon the disposal of the waste contained in the Skip Bin and a fee of \$33.00 per 100kg will be charged for overweight Skip Bins. Your credit card as provided to Cortis on file will be charged for the relevant amount (subject to the availability of other payment methods being agreed in writing between the parties).
- C. In cases of excess weight of the Skip Bins, Cortis may not be legally able to transport the Skip Bin due to limits imposed by the Roads Authorities and other regulatory authorities and bodies and/or the Skip Bin may be too heavy to empty safely. In this situation the Hirer will be charged for any additional Skip Bin/s (as may be required) and will be responsible for separating the waste into the multiple Skip Bins to achieve the requisite weight limit.
- D. The Hirer is liable for any fines, penalties, duty, fees, charges or costs imposed on the Skip Bin whilst in possession/being hired by the Hirer and Cortis reserves all rights in relation to this.
- E. The Hirer will contact Cortis immediately if the trailer is involved in any accident, pursuant to clause 6 of Part A of this Agreement.
- F. Any cancellations or alterations to bookings for any Skip Bins must be made at least three (3) days prior to the Commencement Date of the Skip Bin/s or the Hirer will be charged the full Hire Charge.
- G. If the trailer is transported by the Hirer:
- The Hirer must provide identification being a valid Driver's Licence and payment method to be held, such as a Credit Card which shall be kept on file by Cortis for any Hire/Additional Charges; and
  - The Hirer agrees that these documents shall be copied and retained by Cortis for file records only. The Hirer must ensure that the trailer does not exceed the maximum towing capacity of the towing vehicle and this is the sole responsibility of the Hirer. Please refer to the Owners' Manual of your vehicle as this may change from time to time and Cortis takes no responsibility for the misuse of a Hirer's vehicle in relation to the transportation and use of the Skip Bins.
- H. The Hirer agrees that Cortis shall retain a deposit sum to cover any administration costs in the event of the Hirer not returning the Skip Bin at the end of the Hire Period/End Date. The Hirer also acknowledges and agrees that Cortis can retain the deposit in the event of the trailer being returned damaged and/or with any parts missing whilst the actual costs of repairs or replacement parts are calculated, for which the Hirer will be held solely liable for an Additional Charges, and pursuant to clause 6 of Part A.
- I. The Hirer must ensure that the towing vehicle is properly fitted with a suitable towing bracket, 50mm ball, appropriate wiring for lights and indicators, which has the requisite capacity for safety chains to be fitted and safely used. This is the sole responsibility of the Hirer and Cortis takes no responsibility for the misuse of a Hirer's vehicle in relation to this.
- J. The Hirer agrees that the lids of the Skip Bin will be closed and secured during the transport of the Skip Bin. Overfilling the Skip Bin or failing to secure the load can lead to fines by Roads Authorities, the EPA, and other regulatory authorities and bodies. Any such fines that are incurred are the responsibility of the Hirer and Cortis shall not be responsible for such costs.
- K. The Hirer shall ensure that in addition to clause 3 of Part A the Trailer will not be used for Hire, any illegal purpose, used outside the agreed Hire use and will not be, lent, leased, rented, sold or otherwise parted from the Hirer's control/possession.
- L. The Skip Bin/Trailer is the property and is owned by Cortis. The Hirer at no time has any right, title or interest in the hired Skip Bin/Trailer except as is provided in this Agreement.
- M. The trailer must be returned to at the end of the Hire Period/End Date as detailed in this Agreement at Page 1.
- N. The replacement value of any Trailer hired is valued at \$10,000.00. The Hirer agrees to this value upon accepting this Agreement, pursuant to clause 13 of Part A.
- O. All risks as stipulated in this Agreement pass to the Hirer upon the acceptance of this Agreement, pursuant to clause 13 of Part A and when the Trailer is no longer in the physical possession/control of Cortis.
- P. Cortis shall not be liable for any consequential losses arising out of the use of the Trailer or inability to use the Trailer.
- Q. The Hirer is liable if the Trailer is stolen, damaged or involved in an accident during the Hire Period, whether the Trailer is either attached or detached from a vehicle. Any items carried or stored in the Trailer are the sole responsibility of the Hirer, as are any accidents arising from the use of the Trailer or any injury sustained to the Hirer or any other third party.
- R. The Hirer agrees to pay Cortis in full the value of the Trailer should it be stolen, lost, destroyed, confiscated and/or impounded. This amount shall become due and payable at the end of the Hire Period. Cortis reserves the right to include Additional Charges to the Hirer until such monies are paid in full.
- S. The hirer agrees to pay Cortis the full costs associated with and for any repairs or replacement parts of the Trailer should the Trailer be damaged or have parts stolen from it during the Hire Period. These repairs/parts shall be undertaken/supplied by an authorised Cortis agent and charged/issued to the Hirer.
- T. The Hirer must not authorise any person to carry out any repairs or adjustments without the prior written consent from Cortis. The Trailer is used at the Hirer's own risk, and any manufacturer's prescribed requirements/tolerances must not be exceeded.
- U. The Hirer must inspect the Trailer, complete the Pre-Hire Inspection Report on page 1 of this Agreement and acknowledge that the Trailer is in good working condition. The Hirer agrees that the Equipment/Trailer shall be returned in the same condition as per the Pre-Hire Inspection Report, ordinary wear and tear accepted.
- V. The hirer also agrees to pay the actual costs of Cortis Mini Hire or their agents in their having to collect a trailer from the hirer due to the hirer's refusal or inability to return it at the end of the hire period to Cortis Mini Hire.
- Date) will incur a \$50.00 Additional Charge if the Skip Bin has already left Cortis' Address. If the Skip Bin has not left Cortis' Address, then there will be no Additional Charge.
- Any cancellations that occur on the day of deliver (as at the Commencement Date) will incur an Additional Charge of \$50.00.
  - The interest rate applicable to Additional Charges is 10% of the total amount outstanding charged weekly, plus a \$50.00 Additional Charge for the resources used by Cortis and loss of income.

### Cancellation Policy

- Cortis understands and acknowledges that circumstances may change, and that the Hirer may wish to cancel and/or change the Hire Period. The process for such requests are detailed below:
- There is no Additional Charges for alterations to the Hire Period, provided that the Hirer advises Cortis at least one (1) business day prior to agreed upon Skip Bin delivery date/time (Commencement Date). Any alterations on the day of delivery (Commencement

**SCHEDULE OF EQUIPMENT**

List and Description of Equipment (including Skip Bins/Trailers) Hired:

.....  
**You (Hirer)**

.....  
**Cortis**

**Date**