

1. Definitions

- 1.1 "Equipment" means the items hired out by the Owner to the Hirer.
- 1.2 "Hirer" means any person or entity hiring Equipment from the Owner.
- 1.3 "Owner" means Hoad Water Cartage Pty Ltd trading as **Andy's Water Transport** ABN 98 781 093 261, including its employees and agents.
- 1.4 "Terms" means these terms and conditions.
- 1.5 "Hire Period" means the period of Equipment hire as set out in the Quote and/or Invoices.

2. Terms of Payment

- 2.1 The Hirer agrees to pay all hire charges, including applicable taxes, duties and additional charges for loss, damage or repairs.
- 2.2 Payment terms will be determined based on the nature of the hire and the equipment being hired. The Owner may require payment upfront for an initial period, full payment in advance or an agreed payment schedule, as specified at the time of booking.
- 2.3 Payment must be made as per the terms agreed in writing prior to hire. Late payments may incur additional fees.
- 2.4 The Hirer is responsible for any legal or recovery costs incurred due to breach of payment obligations.
- 2.5 The Owner may require a pre-authorisation hold on the Hirer's nominated payment method prior to delivery. This hold reduces available funds but does not deduct from the account unless loss, misuse, or damage occurs.

3. Hire Agreement

- 3.1 The Owner hires Equipment to the Hirer under these Terms. In case of inconsistency with other agreements, these Terms prevail.
- 3.2 A booking is confirmed only upon payment of the required deposit or fees as specified in the Invoice.

4. Termination

- 4.1 The Owner may terminate hire if:
- The designated hire period expires.
 - The Hirer breaches these Terms.
- 4.2 The Hirer may terminate hire by notifying the Owner and ensuring Equipment is ready for collection.
- 4.3 If the Equipment is unavailable for pickup at the agreed time, additional hire charges may apply.
- 4.4 The Owner reserves the right to retrieve the Equipment without notice if these Terms are breached.

5. Hirer's Obligations

The Hirer agrees to:

- Hire Equipment at their own risk and be responsible for it from delivery to collection.
- Obtain necessary permits if required for Equipment use.
- Inspect Equipment upon delivery and confirm suitability.
- Not relocate or sub-hire Equipment without written permission.
- Ensure Equipment is accessible for collection.
- Pay for cleaning or damage resulting from improper use.

6. Property & Ownership

- 6.1 Equipment remains the property of the Owner at all times.
- 6.2 The Owner reserves the right to inspect Equipment during the hire period.
- 6.3 The Hirer indemnifies the Owner against claims arising from such inspections.

7. Loss, Damage or Breakdown

- 7.1 The Hirer must immediately report lost, damaged or malfunctioning Equipment.
- 7.2 The Hirer is liable for repairs, replacement costs and any loss suffered by the Owner due to damage caused by negligence or improper use.

8. Liability & Indemnity

- 8.1 The Owner is not liable for any injury, damage or loss resulting from Equipment use.
- 8.2 The Hirer indemnifies the Owner against third-party claims related to Equipment hire.

9. Insurance

- 9.1 The Hirer is responsible for the Equipment while in their possession and will be liable for any loss, damage or theft. It is strongly recommended that the Hirer maintains appropriate insurance coverage for the duration of the hire.
- 9.2 The Owner may request proof of insurance at any time.

10. Security Interest

- 10.1 The Owner retains a security interest in the Equipment under the Personal Property Securities Act 2009 (Cth).
- 10.2 The Hirer must not assign, sublet or encumber the Equipment in any way.
- 10.3 The Owner may register its security interest on the Personal Property Securities Register (PPSR).
- 10.4 The Hirer agrees to provide all necessary information and execute documents required to facilitate the Owner's registration of its security interest.
- 10.5 If the Hirer defaults on payment or breaches these Terms, the Owner may enforce its security interest, including repossession of Equipment.

11. Force Majeure

- 11.1 The Owner is not liable for delays or failure to provide services due to circumstances beyond its control (e.g. natural disasters, strikes, civil unrest).

12. Governing Law

- 12.1 These Terms are governed by the laws of South Australia. Disputes are subject to the jurisdiction of South Australian courts.

13. Privacy & Credit Reporting

- 13.1 The Owner complies with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- 13.2 The Owner may conduct credit checks and disclose relevant payment history to credit reporting bodies.
- 13.3 Privacy concerns can be directed to:

Privacy Officer

Hoad Water Cartage Pty Ltd trading as Andy's Water Transport

PO Box 269, Uraidla SA 5142

or via our website: andyswater.com.au