

Brisbane Hire Service / Terms & Conditions of Hire – Revision A – August 2016

1. Definitions

- 1.1 “Company” shall mean Dean Cameron Hire Pty Ltd trading as Brisbane Hire Service (ABN 43 166 205 036), its subsidiaries, its successors, permitted assigns and/or employees.
- 1.2 “Customer” shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 “Guarantor” means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 “Goods” shall mean Goods supplied by the Company to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 “Services” shall mean all services supplied by the Company to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.6 “Hire Period” means the period between when the Goods are either collected for hire by the Customer from the Company or delivered by the Company to the Customer to the period until the Goods are in the possession of the Company.
- 1.7 “PPS Law” means the *Personal Property Securities Act 2009* (Cth).
- 1.8 “Price” shall mean the cost of the Goods as agreed between the Company and the Customer subject to clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Company from the Customer for the supply of Goods and/or the Customer’s acceptance of Goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 The Company’s terms and conditions constitute the entire agreement between the parties and that the customer cannot impose any additional conditions without the agreement in writing prior to the hire and signed by the Manager of the Company.
- 2.4 None of the Company’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Company in writing nor is the Company bound by any such unauthorised statements.
- 2.5 The Customer undertakes to give the Company not less than fourteen (14) days prior written notice of any proposed change in the Customer’s name and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s address, facsimile number, or business practice).
- 2.6 These terms and conditions, having being accepted, cannot be rescinded other than as provided for within these terms and conditions and are irrevocable unless by written agreement between the customer and the company.

3. Goods

- 3.1 The Goods are as described on the invoices, quotation, authority to hire or any other work commencement forms as provided by the Company to the Customer.

4. Price and Payment

- 4.1 At the Company’s sole discretion the Price shall be either;
 - (a) as indicated on invoices provided by the Company to the Customer in respect of Goods supplied; or
 - (b) the Company’s current Price, at the date of delivery of the Goods, according to the Company’s current Price list; or
 - (c) be the Company’s quoted Price (subject to clause 4.2) which shall be binding upon the Company unless the Customer rejects in writing the Company’s quotation within thirty (30) days.
- 4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Company’s quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At the Company’s sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.
- 4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
- 4.5 The Company may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.
- 4.6 At the Company’s sole discretion, payment for approved Customers shall be made by instalments in accordance with the Company’s written delivery/payment schedule.
- 4.7 At the Company’s sole discretion, payment for approved Customer’s shall be due on thirty (30) days following the end of the month in which a statement is delivered to the Customer’s address or address for notices by the method as stated on the Credit Application.
- 4.8 Minimum hire charges will be those contained in the list of standard hire prices applying at the time of hire. Thereafter charges are calculated weekly, fractions of a week being on a daily basis.
- 4.9 Additional Hire Charges will apply if the equipment is used for more than 10 consecutive hours per day.
- 4.10 Hire rates include for fair wear and tear only and when Goods are returned in a condition other than when received by the Customer a charge for cleaning, reconditioning, renewing or replacing will be made where considered necessary by the Company including damage done in the course of delivery and/or return.
- 4.11 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Company.

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4.12 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Company.

4.13 Hire is charged for TIME OUT – NOT TIME USED, goods shall be regarded as on hire until returned to the company or the company has taken possession of the goods. The customer shall pay charges on a continuing basis until the goods are in the possession of the company.

4.14 The customer shall pay all hiring, fuel, repair, loss, damage or any other costs associated with the hire of the goods.

5. Delivery of Goods / Services

5.1 Delivery of the Goods shall be made to the Customer's nominated address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at the Company's address.

5.2 The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.

5.3 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

5.4 Goods should be secured to customers vehicles to avoid loss or damage during transit, The Company does not accept any responsibility for loss or breakage of Goods in transit.

6. Risk

6.1. The Company retains property and title in the Goods at all times nonetheless, all risk for the Goods passes to the Customer on delivery.

6.2. The Customer acknowledges that they are liable for any loss or damage to the Goods from the time of delivery until it is returned to or picked up by the Company.

6.3. The Customer will insure, or self-insure, the Company's interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Customer will not use the Goods nor permit it to be used in such a manner as would permit an insurer to decline any claim.

6.4. The Customer will accept all responsibility for any damage to property and injury caused during the period of hire to the Customer, his servants, agents, contractors, owners or animals and shall hold the Company harmless in respect thereof.

6.5. In respect of all claims whether for workers compensation or third party liability or otherwise the Customer shall comply with all statutes, regulations and industrial awards relating to the labour and effect all such insurances as may be necessary.

6.6. The Customer shall keep the Company indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses.

7. Customer's Disclaimer

7.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Company and the Customer acknowledges that he buys the Goods relying solely upon his own skill and judgment and that the Company shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer.

7.2 The Customer indemnifies the Company against the destruction or loss of the Goods by any means or for any reason whatsoever, including lawful confiscation.

8. Cancellation

8.1 The Company may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

8.2 The Customer must give twenty-four (24) hours notice to the Company of any cancellation of any delivery or order failing which the Company is at liberty to charge the Customer for the Price of the Goods

9. Warranty

9.1 The Company warrants that the Goods supplied shall be of merchantable quality. The Company does not warrant that the Goods are fit for a particular purpose and, except or unless otherwise stated in the set terms and conditions, warranties relating to title, defects or conformity of the Goods are expressly excluded. Any costs associated with the return of the Goods for the purpose of a warranty claim shall be the responsibility of the Customer.

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10. Defects

10.1 The Customer shall inspect the Goods upon delivery and notify the Company in writing within twenty-four (24) hours of any defects, short deliveries or any failure to fulfil any quotation or order.

10.2 The Company will within a reasonable period following delivery be given access to the Goods in order to inspect for any alleged defects. Should the Customer fail to notify the Company in writing within twenty four (24) hours of any alleged defect, short-delivery or failure to fulfil any quotation or order, then the Goods shall be deemed to be in compliance with the order and free from any defect whatsoever.

10.3 Visible damage to the Goods must be reported to and claimed upon the Customer's insurance company.

10.4 In the event that no written notification is received by the Company from the Customer 13. within twenty-four (24) hours of delivery of the 13.1 Goods, the Goods are taken to befit for their purpose and no other

11. Fair Trading Acts

11.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth *Trade Practices Act 1974*, the *Sale of Goods Act 1896 (Qld)*, the *Competition and Consumer Act 2010 (cth)*, the *Consumer Protection Rules 1987 (Qld)* or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

12. Default & Consequences of Default

12.1 Interest on overdue invoices shall accrue from the date when payment becomes due, daily until the date of payment, at a rate of 2.5% compounding per calendar month and shall accrue at such a rate as an administration charge. The Customer agrees that this is a fair and reasonable charge and is directly relevant to the likely damage that the Company might suffer as a result of non payment by the Customer. Interest will be calculated on all outstanding amounts from the date of issue of the invoice.

12.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all the Company's costs and disbursements, including legal costs on an indemnity basis or on a solicitor and own client basis whichever is the higher and in addition all of the Company's nominee's costs of collection inclusive of debt collection and agency fees and commissions.

12.3 Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company exercised its rights under this clause. In the event that:

(a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to meet its payments as they fall due; or

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;

then without prejudice to the Company's other remedies at law

(i) the Company shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and

(ii) all amounts owing to the Company shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 12.1 hereof.

(iii) Outstanding monies shall be recoverable forthwith from the Customer as a liquidated debt together with any interest accrued and costs.

13. Title

13.1 The Goods will at all times remain the absolute property of the Company and title does not pass to the Customer at any stage.

14. Security and Charge

14.1 Despite anything to the contrary contained herein or any other rights which the Company may have how so ever:

(a) Where the Customer and/or the Guarantor (if any) is the proprietor of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable here under have been met.

(b) Should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a full indemnity basis or a solicitor and own client basis whichever is the higher.

(c) To give effect to the provisions of clause 14.1 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Company or the Company's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Company and/or the Company's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Company and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligation and indebtedness to the Company and further to do and perform all necessary and other acts

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including instituting any necessary legal proceedings, and further to execute all or any documents in the Company's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15 PPSA

15.1 This clause applies to the extent that this Agreement provides for a 'security interest' for the purposes of the *Personal Property Securities Act 2009* (Cth) ("PPS Law").

15.2 References to PPS Law in this Agreement includes references to amended, replacement and successor provisions.

15.3 The Company may register its security interest as a purchase money security interest under the PPS Law ("PMSI"). The Customer must do anything (such as obtaining consents and signing documents) which the Company requires for the purposes of:

- (a) ensuring that the Company's security interest is enforceable, perfected and otherwise effective under the PPS Law;
- (b) enabling the Company to gain first priority (or any other priority agreed to be the Company in writing) for its security interest; and
- (c) enabling the Company to exercise rights in connection with the security interest.

15.4 The Company may recover from the Customer the cost of doing anything under this clause, including but not limited to registration fees.

15.5 The rights of the Company under this document are in addition to and not in substitution for the Company's rights under other law (including PPS Law) and the Company may choose whether to exercise rights under this document, and/or under other law, as it sees fit.

15.6 To the extent that Chapter 4 of the PPS applies to the security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this Agreement in respect of all goods to which that section can be applied:

- (a) section 95 (notice of removal of accession to the extent it requires the Company to give notice to the Renter);
- (b) section 96 (retention of accession);
- (c) section 121(4) (notice to grantor);
- (d) section 125 (obligations to dispose of or retain collateral);
- (e) section 130 (notice of disposal to the extent it requires the Company to give notice to the Renter);
- (f) section 129(2) and 129(3);
- (g) section 132(3)(d) (contents of statement of account after disposal);
- (h) section 132(4) (statement of account if no disposal);
- (i) section 135 (notice of retention);
- (j) section 142 (redemption of collateral); and
- (k) section 143 (reinstatement of security agreement).

15.7 The following provisions of the PPS Law confer rights on the Company: (a) section 123 (seizing collateral);

- (b) section 126 (apparent possession);
- (c) section 128 (secured party may dispose of collateral);
- (d) section 129 (disposal by purchase); and
- (e) section 134(1) (retention of collateral).

15.8 The Customer agrees that in addition to those rights, the Company shall, if there is default by the Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of the Goods, (including entering upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are or may be located), not only under those sections but also, as additional and independent rights, under this document and the Customer agrees that the Company may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence without being responsible for any damage thereby caused.

15.9 The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

15.10 The Company and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The Agreement in this sub-clause is made solely for the purposes of allowing the Company the benefit of section 275(6)(a) and the Company shall not be liable to pay damages or any other compensation or be subject to injunction if the Company breaches this sub-clause.

16 Security interests and sub-hire

16.1 The Customer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Goods other than with the express written consent of the Company.

16.2 The Customer must not lease, hire, bail or give possession ('sub-hire') of the Goods to anyone else unless the Company (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to the Company and must be expressed to be subject to the rights of the Company under this Agreement. The Customer may not vary a sub-hire without the prior written consent of the Company (in its absolute discretion).

16.3 The Customer must ensure that the Company is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hire, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Goods.

16.4 The Customer must take all steps including registration under PPS Law as may be required to:

- (a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;

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(b) enabling the Customer to gain (subject always to the rights of the Company) first priority (or any other priority agreed to by the Company in writing) for the security interest; and

(c) enabling the Company and Customer to exercise their respective rights in connection with the security interest.

16.5 The Company may recover from the Customer the cost of doing anything under this clause, including registration fees.

17 Privacy Act 1988

17.1 The Customer and/or the Guarantor/s agree for the Company to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Company.

17.2 The Customer and/or the Guarantor/s agree that the Company may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

(a) To assess an application by the Customer;

(b) To notify other credit providers of a default by the Customer;

(c) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and

(d) To assess the credit worthiness of the Customer and/or Guarantor/s. 17.3 The Customer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) *Privacy Act* 1988).

17.4 The Customer agrees that personal data provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed in writing between the Customer and Company or required by law from time to time:

(a) provision of Services & Goods;

(b) marketing of Services and/or Goods by the Company, its agents or distributors in relation to the Services and Goods;

(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods;

(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and

(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services and Goods. 17.5 The Company may give, information about the Customer to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Customer; and or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

18. Repairs / Return of Goods

18.1 The Customer agrees that should any Goods require maintenance and/or repair, such maintenance and/or repair is to be effected only by the Company or their duly appointed representative. The Customer will be responsible for payment of all fees and charges as determined by the Company in relation to the maintenance and/ repair.

18.2 When Goods are returned to the Company by the Customer's transport, the Goods return will be counted in the Company's yard and a delivery docket with an acknowledgement of delivery of the Goods noted thereon will be issued to the Customer which shall be conclusive proof of the return of the quantities of Goods listed thereon, but not of its condition at the time of return. If Goods are collected by the Company they will be checked on site for quantity and upon arrival in the Company's yard such Goods will be checked for both quantity and condition. In both cases the check in the Company's yard for quantity and condition will be the only legal proof of the quantity and condition of Goods returned.

18.3 In all cases the Customer shall be responsible for returning all of the Goods to the Company. In the event that the Company arranges for transport of the Goods to be returned, or is required to collect the Goods from the Customer then the Company shall at its discretion invoice the Customer and the Customer shall at all times be liable for the costs of transportation.

18.4 No returns will be accepted on Sundays or public holidays or after 4.30pm (QLD Time) Monday to Friday.

18.5 Upon the expiration of the hire period (evidenced by the issue of an off hire number by the Company to the Customer) the Company will (in the absence of the Customer returning the Goods to the Company) use its best endeavours to collect the Goods from the Customer within two (2) working days from the end of the hire period. The Company shall at its discretion invoice the Customer for the costs of transportation and the Goods shall remain on hire to the Customer until collected.

18.6 If the Customer cannot produce an off hire number issued by the Company then the Goods are considered to be on hire and all hire charges are to be paid by the Customer to the Company until the date of provision of an off hire number by the Company to the Customer.

18.7 The obligations of the Customer under this contract shall not cease upon notification by the Company to the Customer of an off hire number. The Customer acknowledges that the rights of the Company herein shall continue until such time as the Company is satisfied with that the provisions of clause 18.2 hereof have been complied with.

18.8 The goods are not to be removed from the address of delivery without the consent of the company.

18.9 Goods declared "off hire" where pickup service is required remain the responsibility of the customer until the pickup has occurred.

19. General

19.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

19.2 All Goods supplied by the Company are subject to the laws of Queensland and the Company takes no responsibility for changes in the law which affect the Goods supplied. The Customer irrevocably submits to the jurisdiction of Queensland and the Brisbane Registry of the appropriate Court or Tribunal in the event of any dispute.

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19.3 The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions.

19.4 In the event of any breach of this agreement by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods.

19.5 The Customer shall not set off, deduct or reduce against the Price, any amounts due from the Company.

19.6 The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

19.7 The Company reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that

change will take effect from the date on which the Company notifies the Customer of such change.

19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

19.9 The Customer acknowledges that the credit application once approved by the Company will be scanned as an image. Should it be necessary to prove the existence of this document, the Customer agrees that an image retrieved and certified by an employee of the Company as being an image retrieved and printed into hard copy form shall be deemed to be conclusive proof of the existence of this document.

20. Customer's Responsibilities

20.1 The Customer shall:

(a) notify the Company immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Customer is not absolved from the requirements to safeguard the Goods by giving such notification.

(b) satisfy itself at Commencement that the Goods is suitable for its purposes;

(c) operate the Goods safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturers instruction whether supplied by the Company or posted on the Goods;

(d) not modify the Goods in any way shape or form including attaching anything to the Goods which was not supplied with the Goods;

(e) ensure that all persons operating or erecting the Goods are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are full licensed;

(f) comply with all occupational health and safety laws relating to the Goods and its operation; 20.2 The Customer shall not affix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold.

20.3 The Customer agrees to clean and have the Goods in a position accessible for pick up by the Customer after use. It is further agreed that the Customer will give a minimum of twenty-four (24) hours notice when the Goods are ready to be collected.

20.4 The date upon which the Customer advises of termination shall in all cases be treated as a full day's hire.

20.5 Scaffolding, trestles, planks, ladders, and mobile towers must be dismantled and all equipment should be left in an easily accessible position at completion of hire otherwise hire charges shall continue until equipment has been dismantled and such availability has been provided.

20.6 The Customer shall allow access by the Company to the site that the Goods are located at for collection. If there are any delays due to access not being available then the Customer shall be responsible and shall reimburse the Company for all lost hire fees associated with the Goods being unavailable for collection. The Customer shall also be responsible for all other expenses and costs incurred by the Company due to delays in access and recovery of the Goods. The off-hire receipt will be issued when the Goods is picked up by the Company or returned to the Company's premises. The off hire receipt supplied to the Customer does not diminish the Customer's responsibility to ensure free access to the Goods and the Customer will be liable for any additional costs, loss or damage caused to the Company until the Goods are in the Company's possession.

20.7 Where Goods are not returned to the Company or where the Company receives notice that the Goods have been lost or where the Customer shall be unable to produce any Goods, such Goods shall be treated as Lost Goods. The Company shall thereupon be entitled to invoice the Customer and the Customer shall pay a sum equal to the standard sale price at the date when such sum is invoiced. Until such sum is invoiced hire charges shall continue to accrue.

20.8 Where Lost Goods are returned to the Company or recovered and taken back into use by the Customer the Customer shall be entitled to a credit equal to the sum debited in respect thereof under condition 20.6 hereof and the Company shall be entitled to debit the Customer with hire charges in respect thereof as if such goods had never been lost Goods but had throughout and continuously been in the possession and use of the customer.

20.9 Our failure or delay to exercise or enforce any right or provision of these Terms & Conditions does not constitute a waiver of that right or provision.