ProTraffic

GENERAL TERMS AND CONDITIONS

Last updated: 14 July 2025

These general terms and conditions outline the basis on which Professional Traffic Solutions Limited (**we**, **us** or **our**) has agreed to supply goods or services to its customers (**you** or **your**) (the **Terms**). By requesting that we supply you with goods or services, you acknowledge that you have read and understood these Terms and agree to comply with them, unless and to the extent that we have agreed specific terms and conditions with you in writing.

1. APPLICATION OF TERMS

1.1 **Binding effect**: These Terms govern the supply of goods or services by us to you, including where we agree to provide you with hire equipment. By requesting that we supply goods or services to you, you agree to be bound by these Terms.

1.2 **Paramount**: These Terms are paramount and supersede and cancel any other terms and conditions on any purchase order or other document that you provide to us at any time, unless we agree with you in writing to vary these Terms.

1.3 **Incorporation**: For clarity, each order you submit will be deemed to incorporate, and be subject to, these Terms.

1.4 **Variation**: We may vary these Terms at any time by updating these Terms on our website (with or without notifying you). You are responsible for ensuring that you have read and understood the latest version of these Terms. By continuing to request goods or services from us, you agree to be bound by the latest version of these Terms (which will apply to all orders placed by you after the Terms are updated).

2. EXTENSION OF CREDIT

2.1 **Credit application**: You acknowledge that before we agree to provide you with any goods or services on credit, we may require you to complete a credit application. We may decide in our sole discretion whether or not to accept that credit application or to set any credit limits on your account.

2.2 **Security**: As a condition of us agreeing to supply you, we may require you to provide us with security, in which case you agree to provide that security. We are not required to supply you with any goods or services if the requested security has not been provided to our satisfaction.

2.3 **Changes**: We may withdraw or vary any credit at any time.

2.4 **Limit exceeded**: If your credit limit is or will be exceeded, we may require you to pay for the goods or services upfront or refuse to supply you with the requested goods or services until you have paid down your account with us.

3. SUPPLY OF GOODS OR SERVICES

3.1 **Request and acceptance**: You may request that we provide you with goods or services from time to time, including by submitting a purchase order or other request. Any request for goods or services is subject to our acceptance in writing. You may also request hire equipment and, if we accept that request, the Schedule to these Terms will apply.

3.2 **No exclusivity**: Any goods or services we agree to supply to you is done on a non-exclusive basis.

3.3 **Deposit**: As a condition of us accepting your request for goods or services, and to secure your order, we may require you to pay us a non-refundable deposit.

4. PRICE

4.1 **Price**: The price payable by you for any goods or services supplied by us (the "**Price**") will be:

(a) as agreed between us and you in writing in relation to that supply of goods or services, including where you accept a quote issued by us within the period in which that quote remains open for acceptance; or

(b) if not otherwise agreed in writing, determined by us in accordance with our then-current Price List, a copy of which is available on request.

4.2 **Basis for charging**: Unless otherwise agreed with you:

(a) any extra charges or fees set out in our Price List will apply to the provision of traffic management services, including any minimum hours, cancellation fees, overtime and public holidays; and

(b) hourly charges for any services or hire periods will be calculated on a "depot to depot" basis, from the time that our personnel, vehicles and equipment leave our depot to the time they return to our depot.

4.3 **GST**: Unless otherwise stated, the Prices do not include GST. If we are or become liable to pay GST for any supply made by us under these Terms or any other agreement, you must pay to us, without deduction or set off of any other amounts, in addition to and at the same time as the Price for that supply is payable, an additional amount equal to any GST, subject to receipt of "taxable supply information" (as that term is defined in the GST Act). In addition, you must pay any other taxes or duties that may be applicable in addition to the Price except where they are expressly included in the Price.

4.4 **Variations**: We reserve the right to vary the Price:

(a) if you request a variation or change to the goods or services being supplied (or the scope of the underlying work to which the services relate changes);

(b) where additional goods or services are required due to unforeseen circumstances (including poor weather conditions, limitations or complications when accessing the site, any misrepresentation or misunderstanding regarding the access and description of the services required, change in scope of work required, human tampering, night works, aftercare signage etc.); or

(c) in the event that there is an increase to our costs of labour or materials beyond our reasonable control, for example due to changes in law or regulations.

Any variation to the Price will be notified to you in writing and, where applicable, any additional costs will be charged to you in accordance with our Price List or on a consistent basis with the relevant quote that was issued and accepted.

4.5 **GST following a variation**: If a variation to the Price is made, or an adjustment event occurs such that section 19N of the GST Act applies, we will provide you with "supply correction information" (as that term is defined in the GST Act).

5. PAYMENT

5.1 **Payment terms**: Unless we require you to pay the Price for any goods or services to be supplied upfront, then you must pay us the Price for the goods or services supplied within 7 days following the receipt of an invoice from us (or as otherwise notified by us or set out within the invoice). Time for payment is strictly of the essence and we reserve the right to suspend the provision of any further goods or services until all amounts owing are paid in full.

5.2 **Manner of payment**: Unless otherwise agreed, payment must be made by electronic/online bank transfer to our nominated bank account.

5.3 **No set off**: All payments must be made in full without set-off, deduction or withholding for any reason.

5.4 **Allocation of payments received**: We may allocate any payment received from you towards any invoice we have issued and which remains outstanding. If you are in default under our Terms, we reserve the right to re-allocate any payments previously received and allocated, including in a way which preserves any security interest we have retained in any goods or hire equipment supplied to you.

5.5 **Default interest**: Interest on overdue invoices shall accrue on a daily basis from the date when payment was due until the date that payment is received, at an interest rate of 2.5% per calendar month (compounded monthly).

5.6 **Collection costs**: If any amount payable by you is outstanding, you must reimburse us for all costs and disbursements incurred by us in recovering that debt (including internal administration fees, legal costs on a solicitor and own client basis, collection agency costs, and bank dishonour fees).

6. YOUR OBLIGATIONS

6.1 **Access to site**: You are responsible for providing us with access to the work site as is reasonably necessary in order for us to carry out and supply the services. You must ensure that the work site is ready for us to supply the services when scheduled and notify us accordingly. If the work site is not ready for us at the scheduled time, we may charge you for any additional costs incurred by us as a result of that delay.

6.2 **Provision of information**: You must provide us with all information reasonably requested by us in order to supply you with the requested goods and services in accordance with these Terms and our usual practice. You acknowledge that you are responsible for the accuracy of any information you provide to us and we will rely on that information.

6.3 **Authorised representative for account management**: During the course of our dealings with you, you must appoint one authorised representative who is authorised to act on your behalf in relation to any requests for (and provision of) goods or services by us, including to approve quotes, agree any variations and be sent invoices. You must notify us of any changes to this authorised representative.

6.4 **Change of control**: You must provide us with not less than 14 days' written notice of any direct or indirect change in your effective management or control, whether by way of sale of shares or otherwise. We may suspend the supply of goods or services (and terminate any hire period) in response to any change of control or otherwise alter our payment terms, security requirements or credit limits.

6.5 **Overlapping health and safety duties**: To the extent that both parties have overlapping duties under the Health & Safety at Work Act 2015, you must consult, co-operate and co-ordinate with us to minimise the risks to health and safety on any work site. You must immediately notify us about any health and safety related incidents (including any incident, near miss, serious illness or injury) occurring at any work sites at which you have requested we supply services, including any "notifiable incident" (as defined in the Health & Safety at Work Act 2015).

6.6 **Stolen or damaged equipment on site**: You are responsible for the costs of replacing any of our equipment (including any temporary traffic management equipment or signage) which is stolen or damaged at any of your sites (or while that equipment is otherwise in your possession or control).

7. SUPPLY OF GOODS

7.1 **Hire**: If we agree to supply you with any hire equipment, the Schedule to these Terms will apply, not this clause 7.

7.2 **Title**: If we agree to sell you any goods, title to those goods will remain with us until we have received payment in full for those goods, at which point title in those goods will pass to you. Until title passes to you, you hold those goods as bailee only and you must not sell, dispose of otherwise part with possession of those goods other than in the ordinary course of your business. If you do not pay us in full for the goods supplied when due, you irrevocably authorise us to recover those goods from you and to enter any premises where we believe the goods are kept for that purpose.

7.3 **Risk**: Risk of damage to or loss of any goods supplied to you passes to you on delivery and you are responsible for making your own insurance arrangements in respect of those goods on and from such time. If any goods are lost, damaged or destroyed after delivery but prior to title passing to you, we are entitled to apply all insurance proceeds recovered by you in respect of those goods towards the payment due to us.

7.4 **Delivery risk**: We will deliver the goods to your nominated point of delivery and may charge you for delivery. If you request us to leave goods at your premises or any work site for collection or to deliver the goods to an unattended location then such goods are delivered at your sole risk.

8. PERSONAL PROPERTY SECURITIES ACT 1993 (PPSA)

8.1 **Security interest**: You acknowledge and agree that:

(a) these Terms constitutes a security agreement for the purposes of the PPSA and that the supply of goods (and the hiring of hire equipment) to you under these Terms and that you grant us a security interest in each and every part of the goods (and any hire equipment) and any proceeds (as defined in the PPSA) as security for payment of that part and each other part or parts of the goods and for any other amounts owing by you to us from time to time;

(b) you must reimburse us for all reasonable costs and/or expenses incurred or payable by us in relation to the registering, maintaining or releasing any financing statement in respect of its security interest created by these Terms;

(c) you must not to create, allow or permit to subsist any security interest over this agreement or any goods (including any hire equipment) without our prior written consent;

(d) you waive your rights under section 148 of the PPSA to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest created by these Terms; and

(e) nothing in sections 114(1)(a), 113 and 134 of the PPSA shall apply to these Terms or the security interest granted under these Terms, and you waive and, with our agreement, contract out of your rights under the sections referred to in section 107(2) of the PPSA.

9. LIABILITY

9.1 **Exclusion**: To the maximum extent permitted by law, in no event are we liable to you under or in connection with these Terms (whether in contract, tort (including negligence), statute or otherwise) for:

(a) any personal injury;

(b) any loss of damage to property; or

(c) any indirect or consequential loss or for any loss of revenue, profits, goodwill, business or anticipated business, anticipated savings or for any business interruption, loss of data or other indirect or consequential loss or damage, regardless of whether or not that loss or damage was, or ought to have been, within the reasonable contemplation of the parties.

9.2 **Sole remedy**: To the maximum extent permitted by law, your sole remedy in relation to any defect in the goods or services supplied by us is, at our election, the resupply of those defective goods or services or a refund for the Price paid by you for those defective goods or services. You must notify us of any defect in the goods or services (or any short delivery) within seven days of delivery or else you will be deemed to have accepted those goods or services. If you notify us of any defect in the goods or services, you must allow us (or our representative) to inspect the alleged defect.

9.3 **Limitation of liability**: Our maximum liability to you for all claims arising under or connection with these Terms is limited to the Price paid by you for the goods or services (or hire equipment) to which the claim relates.

9.4 **No responsibility for delay**: We will endeavour to supply the goods or services (or deliver the hire equipment) to achieve your requested time, but time is not of the essence and in no event are we liable to you for any delay in the supply of good or services (or delivery of hire equipment).

9.5 **Contracting out**: You acknowledge and agree that we are supplying goods and services to you (and hiring you hire equipment) for the purposes of a business in trade and that the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply.

9.6 **Reliance on advice**: We may from time to time provide advice, recommendations and statements with respect to the goods or services we supply. However, we do not warrant or guarantee the accuracy or completeness of that advice, those recommendations or statements or the results obtained through the use of the good or services or hire equipment. We expressly disclaim any liability for any damage to you or

any other person or property from reliance on such advice, recommendations or statements. Any such advice, recommendations and statements are relied on by you at your own risk and you should make other appropriate enquiries having regard to your circumstances.

9.7 **Limited warranties**: We will supply the services requested by you (and accepted by us) with due care and in accordance with all applicable law. All other express or implied warranties, guarantees and representations relating to the goods or services and their use or fitness for any particular purpose are excluded, including those that may otherwise be implied by statute, custom of trade or common law.

9.8 **Third party warranties**: To the extent within our reasonable control, we will seek to pass on to you the benefit of any non-extinguished manufacturer's warranty in relation to any goods supplied by us.

9.9 **Mutual warranties**: Both parties warrant to the other party that they have the power and authority to enter into and perform their obligations under these Terms.

10. INTELLECTUAL PROPERTY

10.1 **Pre-existing Intellectual Property**: All intellectual property which is owned by, or is proprietary to, a party at the time at which any goods or services are requested from us will remain owned by that party.

10.2 **New intellectual property**: Any new intellectual property which is created as a result of, or in connection with, the supply of goods and/or services by us remains owned by us, including any copyright in any traffic management plans, designs, drawings or other documents we prepare for you.

10.3 **Limited licence**: Nothing in these Terms confers on either party any licence to use any of the other party's intellectual property, except to the extent required to give effect to, and obtain the benefit of, these Terms.

11. DEFAULT AND TERMINATION

11.1 **Consequences of your default**: If we or any of our directors, employees, agents and contractors (each a **protected person**) suffer a loss (including where we become subject to a claim from, or incur liability to, any other person) as a result of:

(a) your breach of these Terms;

(b) any negligence or wrongful act or omission by you or any of your employees, agents or contractors in connection with the supply of goods or services; or

(c) any fraud, dishonesty, misrepresentation or wilful default by you or any of your employees, agents or contractors,

then:

(d) you agree to reimburse us and all other protected persons for the amount of the loss actually suffered or incurred as a result of those circumstances; and

(e) without prejudice to our other rights or remedies under these Terms or at law, we may suspend the provision of any further goods or services (and cancel any outstanding orders or bookings and suspend any hire periods) until the issues identified have been rectified to our reasonable satisfaction.

11.2 **Termination**: We may, by notice in writing to you, immediately terminate these Terms (as between us and you, with the intention being to bring to an end our ongoing business relationship with you), if you:

(a) breach these Terms;

(b) are negligent;

(c) are fraudulent or dishonest, or otherwise make a material misrepresentation to us;

(d) suffer or undergo an Insolvency Event.

If we terminate these Terms, any amounts payable for goods or services or hire equipment supplied by us prior to that termination become immediately due and payable.

11.3 **Effect of termination**: Termination is without prejudice to any other right, power or remedy under these Terms, at law, or otherwise, that we have in respect of a default by you and shall not terminate those clauses which are by their nature intended to survive expiry or termination of these Terms.

12. FORCE MAJEURE

12.1 **Excusable delay**: Neither party shall be liable for any failure or delay in complying with any obligation imposed on that party under these Terms if the failure or delay arises directly or indirectly from a Force Majeure Event. Nothing in this clause shall excuse a party from any obligation to make payment when due under these Terms.

12.2 **Notification**: A party that wishes to rely on clause 12.1, must give the other party written notice as soon as possible after becoming aware of the Force Majeure Event or likelihood of the Force Majeure Event, providing details of the nature, expected duration and effect of the Force Majeure Event, and keep the other party informed.

13. GENERAL

13.1 **Confidentiality**: You must not disclose any of our Confidential Information to any third party without our prior written consent, except where disclosure of any such information is required by law or the rules of a recognised stock exchange. You may only use our Confidential Information in connection with supply of goods or services or hire requirements by us. If requested by us, you must immediately return to us (or destroy) any of our Confidential Information.

13.2 **Privacy**: If you hold or receive any personal information from us in connection with these Terms (including in relation to our personnel or other customers) you must comply with the Privacy Act 2020 and all other applicable laws governing the use and disclosure of that personal information. We may access, collect, use and disclose information you provide to us (including any personal information) in accordance with our privacy policy, provided that we comply with the Privacy Act 2020. Our privacy policy is available for you to view and download from our website.

13.3 **Assignment and subcontracting**: You must not assign or transfer any of your rights or obligations (or any part thereof) in respect of these Terms without our prior written consent. We may assign, transfer or subcontract any of our rights or obligations under these Terms, provided that, in the event of any subcontracting, we will remain responsible to you for compliance with these Terms. You have no authority to instruct or direct the performance of our subcontractors without our prior written consent.

13.4 **No waiver**: A provision of, or a right granted under, these Terms, may not be waived, except in writing signed by the party granting the waiver, or varied except in writing signed by both parties. The failure by a party to enforce at any time or for any period any one or more of its rights under or in relation to these Terms will not be a waiver of those rights or any right to enforce them.

13.5 **Severability**: If any part of these Terms is illegal, void or unenforceable, this will not affect the remaining parts of these Terms which will remain in full force, and if possible the illegal, void or unenforceable part will be read with such modifications as are necessary to render it legal, valid and enforceable.

13.6 **No partnership**: Nothing in these Terms shall create or evidence any partnership, joint venture, agency, trust or employer /employee relationship between the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. You do not have authority to act for, or to incur any obligation on behalf of, us.

13.7 **Governing law**: These Terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

14. DEFINITIONS

14.1 In these Terms:

Confidential Information means any and all information which is obtained from us under or in connection with these Terms or the supply of goods or services by us (including in the course of negotiating or finalising any purchase order or other booking) which we have designated as confidential or that you ought to reasonably know is to be considered as confidential (however it is conveyed or on whatever media it is stored) including information relating to our operations, customers, premises, practices, prices, trading performance.

Force Majeure Event means any event beyond the reasonable control of the relevant party, including any act of God, government, war, terrorism, civil disturbance, fire, earthquake or flood, and, in our case, includes accident or breakdown of machinery, any unavailability of fuel, labour, vehicles, accidents, breakdown or damage to vehicles or equipment, strikes or other labour disturbances, or governmental constraints.

goods means the goods supplied for sale by us from time to time (including any traffic management hire equipment that we subsequently agree to sell to you).

GST means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.

hire equipment means the hire equipment or vehicles that we agree to hire to you from time to time.

Insolvency Event means any of the following occurring in respect of you: (1) you become insolvent or unable to pay your debts as and when they fall due; (2) a receiver, administrator, liquidator or a controller is appointed to you or any of your assets; (3) you are the subject of a liquidation or an order or an application is made for your liquidation; (4) you stop or suspend payment to your creditors generally; or (5) you cease to carry on all or substantially all of your business or operations.

Price List means our price list or rate card for the supply of goods, services and/or hire equipment, as notified by us to you from time to time (including as part of any quote or other communication we issue when you request that we provide you with any goods, services or hire equipment).

services means the services supplied by us from time to time, including (for clarity) all traffic management services supplied by us or any other member of our group of companies.

Terms means these general terms and conditions of supply, as varied in accordance with these terms.

Schedule

Hire Terms and Conditions

This schedule applies (and forms part of the general terms and conditions) where we agree to supply hire equipment to you. To the extent of any inconsistency between this Schedule and the preceding general terms and conditions, this Schedule will prevail.

1. HIRE PERIOD AND CHARGES

1.1 The "hire charges" will be determined in the same way as the Price is determined in accordance with clause 4 of the main body of the Terms. As part of determining the Price (including in any quote issued by us) a "**Minimum Hire Period**" may be applied, as required and specified by us from time to time by reference to particular hire equipment.

1.2 You are responsible for paying the hire charges for the hire equipment supplied to you during the relevant "**hire period**" which is determined as follows:

(a) for hire equipment in which a timing device is installed, the hire period shall be the number of hours or part thereof recorded on the timing device while the hire equipment is in your possession or control; or

(b) where the hire equipment does not have a timing device installed, the hire period will commence from the time the hire equipment is collected by you from our premises and will continue until the later of: (1) the return of the hire equipment to our premises; or (2) the expiry of any Minimum Hire Period; provided that

(c) if we agree to deliver and/or collect the hire equipment, the hire period will commence from the time the hire equipment leaves our premises and continue until the later of: (1) when you notify us that the hire equipment is available for collection; and (2) the expiry of the Minimum Hire Period.

1.3 The date upon which you advise us of termination of any hire arrangement shall in all cases be treated as a full day's hire, provided that you are not permitted to terminate any hire arrangement before the expiry of any Minimum Hire Period.

1.4 No allowance whatsoever can be made for time during which the hire equipment is not in use for any reason, unless we agree to such arrangements in writing.

1.5 If the hire equipment breaks down, then, provided you have notified us immediately, the hire charges will not be payable during the time the hire equipment is not working, unless the condition (or reason for the break down) is due to your negligence or misuse of the hire equipment.

1.6 You acknowledge that the standard hire periods for hire equipment are as follows (unless otherwise agreed):

(a) daily (which shall mean 24 hours);

(b) weekend (which shall mean Fridays to the following Monday);

(c) weekly (which shall mean 7 days); and

(d) monthly (which shall mean 4 weeks).

1.7 We reserve the right in our sole discretion to impose Minimum Hire Periods in relation to any hire equipment.

1.8 You further acknowledge and agree that there may be additional hire charges on a pro rata basis for any hire equipment usage in excess of any maximum usage time specified by us from time to time.

2. RISK TO HIRE EQUIPMENT

2.1 Risk in the hire equipment passes to you on delivery.

2.2 You accept full responsibility for the safekeeping of the hire equipment and agree to reimburse us for all loss, theft, or damage to the hire equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to your negligence, failure, or omission.

2.3 You must insure (or self-insure) our interest in the hire equipment 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 maintain appropriate public liability insurance covering any loss, damage or injury to property arising from or out of the hire equipment. You must not (and must procure that your personnel do not) use the hire equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

2.4 You accept full responsibility for and shall keep us indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the hire equipment during the hire period however arising and whether or not arising from your negligence, failure or omission or form the actions of any other person.

3. TITLE TO HIRE EQUIPMENT

3.1 The hire equipment is and will at all times (including during the hire period) remain our absolute property.

3.2 If you fail to return the hire equipment to us then we (or our representative or agent) may enter upon any of the premises owned, occupied or used by you, or any premises where the hire equipment is situated, and retake possession of the hire equipment, without being responsible for any damage thereby caused.

3.3 You must not sell, dispose of otherwise part with possession of the hire equipment (including by purporting to assign and/or transfer the right to hire or use the hire equipment) or otherwise grant (or permit to exist) any security interest over or in respect of the hire equipment.

4. YOUR RESPONSIBILITIES

4.1 You:

(a) use hire equipment at your own risk;

(b) are solely responsible for satisfying yourself that the hire equipment is suitable for your purpose. We make no representation that the hire equipment will be fit for any particular purpose;

(c) must notify us immediately in the event of any mechanical breakdown or accident concerning the hire equipment. For clarity, notification does not absolve you from any liability in relation to any such circumstances;

(d) must maintain the hire equipment in accordance with normal practice and our reasonable requirements, including maintaining (where applicable) water, oil and fluid levels and tyre pressures;

(e) must operate the hire equipment safely, strictly in accordance with law, only for its intended use, and in accordance with any manufacturer's instruction (including those accompanying the hire equipment or posted on the hire equipment, as the case may be);

(f) must ensure that all persons operating or erecting the hire equipment are suitably instructed in its safe and proper use, have any required experience and, where necessary, hold any required qualifications;

(g) must comply with all workplace health and safety laws relating to the hire equipment and its operation;

(h) at the end of the hire period, must deliver the hire equipment back to us complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted;

(i) must use hire equipment solely for the purposes of your own work and not permit the hire equipment of any part thereof to be used by any other party for any other work;

(j) must not exceed the recommended or legal load and capacity limits of the hire equipment (where applicable);

(k) must not use or carry any illegal, prohibited or dangerous substance in or on the hire equipment;

(l) must not fix any of the hire equipment in such a manner as to make it legally a fixture forming part of any real property; and

(m) must not alter or make any additions to the hire equipment, including by defacing or erasing any identifying mark, plate or number on or in the hire equipment or in any other manner interfere with the hire equipment.

4.2 You indemnify us and must hold us harmless in respect of all third party claims arising out of or in connection with your use of the hire equipment.

5. OTHER CHARGES AND COSTS

5.1 In addition to the hire charges, you acknowledge and agree that you are responsible for:

(a) paying us the then-current replacement price of the hire equipment if for whatever reason it is destroyed, written off or not returned to us at the end of the intended hire period;

(b) all costs incurred by us in cleaning the hire equipment;

(c) all costs incurred by us in repairing any damage to the hire equipment which is caused by:

(i) the ordinary use of the hire equipment;

(ii) your negligence (or that of your personnel);

(iii) vandalism or any use of the hire equipment in any way that is not intended or customary;

(d) the cost of fuels and consumables provided by us and used by you during the hire period;

(e) any lost hire fees we would have otherwise earned or been entitled to if the hire equipment had been returned to us after the hire period in the same condition, fair wear and tear excepted;

(f) the costs incurred by us in picking up and returning the hire equipment to our premises or any pre-agreed pickup location, when it was originally agreed that you would be responsible for such delivery; and

(g) any insurance excess payable in relation to any damage caused by, or to, the hire equipment while the same is hired by you and irrespective of which party's insurer charges that excess.

6. ACCESS AND INSTALLATION/DISMANTLING

6.1 This clause 6 applies where the hire equipment that we hire to you is required to be installed, erected or fixed on site (including on a roadside, as the case may be).

6.2 You must ensure that (where applicable):

(a) we have clear and free access to the site to deliver, install and/or dismantle the hire equipment on delivery at the start of the hire period. You are liable to us for any loss, costs, or damages which we may suffer or incur by reason of you failure to carry out your obligations hereunder if we are unable or unwilling to install the hire equipment due to the site not being cleared and ready for such installation (and, regardless of such delay, the hire period will commence at the time on which we were scheduled to install that equipment);

(b) access is suitable to accept the weight of laden trucks as may be deemed necessary by us. We will not be liable for any loss or damage to the site (including damage to pathways, driveways and concreted or paved or grassed areas) unless caused by our gross negligence;

(c) we are advised of the precise location of all underground services on the site (which you must clearly mark). The underground mains and services you must identify include electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the site. We will take all care to avoid damage to any underground

services, provided that you have accurately identified (and notified) them to us; and

(d) prior to the delivery of the hire equipment, all approvals from any local authority have been obtained where that the hire equipment is to be located on the roadside or any footpath adjacent thereto.

6.3 Unless you instruct us otherwise, we will place the hire equipment at the nominated site at the nearest clear area to the roadside. We are not liable for any loss or damages incurred by you or any third-party (including damage to property) in following your instructions in relation to the delivery of the hire equipment at the site. In all cases, you agree to indemnify us against any claims whatsoever made against us that arise out of or in connection with the placement and/or re-positioning of the hire equipment (including, but not limited to, any re-positioning of the hire equipment for safety requirements where such has been installed by any other third-party).

6.4 Notwithstanding clause 6.3 where the hire equipment is hired from us with an operator, this individual shall at all times remain our employee or contractor. To the extent that individual is acting in accordance with your instructions (or is otherwise under your control or supervision), we are not liable for any actions or omissions of that operator.

6.5 You acknowledge and agree that you will not move the hire equipment once placed in position by us, except with our prior written approval.

6.6 In the event that either party is ordered to remove the hire equipment by any governmental authority, they shall immediately notify the other party of the requirement to do so and organise the removal of the hire equipment. You must reimburse us for all costs incurred by us in complying with any such order or as a result of your failure to comply with any such order.