

Terms

Owner - Trading Spaces (Portable Accommodation) Ltd., its owners, representatives or successors.

Hirer – the persons, company, corporation, partnership, entity or other body specified in this hire contract, their representatives, and successors.

Equipment – covers all classes of prefabricated portable buildings, containers, erectable structures, portable toilets, and accessories supplied to the Hirer by the Owner or Owner's representatives or subcontractors.

Conditions

Section 1

- A) All terms, conditions, specifications, rates/charges and additions/alterations must be in writing in order to be valid. Subcontractors do not have authority to enter into or alter contracts on behalf of owner.
- B) The Hirer shall comply with and obtain all permits, consents and licences required for the Equipment under any statute, regulation or byelaw.
- C) Hirer certifies that Equipment is to be used for legal purposes.
- D) The Equipment shall be deemed to be to the Hirer's satisfaction unless notification is received by the Owner within one (1) working day of delivery.
- E) Equipment is supplied at the request of hirer and no warranty is given that the Equipment is suitable for the purpose required by the Hirer.
- F) Cabin electrics are tested for functionality before delivery. Certification is available at additional cost.
- G) All photos, drawings, and descriptions used in marketing Owner's products are for the sole purpose of providing an approximate description of Equipment provided to Hirer. All dimensions given are approximate. Cabins are classified by nominal size which may vary by individual unit.

Section 2

- A) The Hirer shall pay the cost of the transport of the Equipment from the Owner's depot to the site and its return to same.
- B) A suitable access route for delivery and collection is to be provided by the Hirer with unrestricted entry and approach.
- C) Where the ground is soft or otherwise unsuitable, the Hirer shall supply and lay timbers or appropriate temporary foundations for loading and unloading and shall provide a suitable foundation for the Equipment to rest on. Owner or subcontracted delivery company not responsible for damage to turf or landscaping.
- D) The Hirer shall be responsible for the unloading and reloading of the Equipment at site and any driver supplied by the Owner shall be deemed to be under the Hirer's control and the Hirer shall be responsible for any damage caused. It is the Hirer's responsibility to ensure adequate foundations are provided for the equipment and it is erected in a proper manner.
- E) The Hirer shall bear the cost of any additional lifting apparatus or labour required for the delivery and installation of the Equipment, including, but not limited to, cranes and forklifts.
- F) Connection and disconnection of mains services on site is the responsibility of the Hirer and is to be performed by qualified personnel in accordance with all applicable regulations.
- G) The Owner retains the right to affix a mark or plate on the Equipment identifying it as the Owner's property and the Hirer shall not remove, deface or cover such identification.
- H) No alteration or modification shall be made to the Equipment without prior consent of Owner.
- I) Hirer agrees to allow Equipment to be photographed by Owner or Owner's representatives as it appears on site throughout the hire period for advertising and/or any other marketing use by Owner. Such images may be manipulated and/or retouched. Hirer

hereby releases the Owner and their directors, officers, agents, employees, customers, officers, directors, and agents from all claims of any kind on account of such use.

J) The hirer shall at times allow the Owner to access Equipment to inspect, maintain, or repair Equipment.

K) Hirer shall notify Owner immediately of any defect or problem with the Equipment. Expenses incurred by the owner for damage to Equipment due to unreported defects or problems will be charged to Hirer.

L) Hirer shall be responsible for maintaining the equipment in the same condition as upon delivery, and for returning the Equipment in good clean condition at the end of hire, fair wear and tear excepted. Any loss, damage, or cleaning costs will be charged to Hirer.

Section 3

A) The hire charges payable under this Agreement shall be paid by the Hirer punctually to the Owner during the continuance of the hire period with and no allowance or deductions for disuse.

B) Hirer shall provide seven (7) days written notice of intent to off hire Equipment.

C) If the hire is terminated prematurely the owner is entitled to payment in full for the minimum hire period of three months.

D) Hirer is responsible for emptying of effluent tanks and all emptying charges.

E) The Owner reserves the right to amend hire rates by giving 7 days notice in writing to the Hirer at any time after the initial hire period has expired.

F) Owner reserves the right to terminate hire by giving 7 days notice at any time after the initial hire period.

G) The Hirer shall not re-hire, sub-let, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment or accessories without written permission of the Owner.

H) The Hirer shall not move the Equipment without written permission of the Owner.

I) The Hirer shall fully and completely indemnify the Owner in respect of all claims or charges for any reason whatever caused by, in conjunction or arising out of the use of the Equipment.

J) Owner reserves the right to terminate this agreement should the hirer/end user become insolvent, go into administration or liquidation, or become otherwise unable to fulfill the terms of this agreement.

Section 4

A) The Hirer shall comprehensively insure the Equipment and its accessories for the full replacement value equivalent to the owner's current list sale price.

B) Owner bears no responsibility for Hirer's property placed inside, upon, or near Equipment.

C) The Hirer will be responsible for the cost of removal of a damaged or "written-off" unit. If Equipment is reported as lost, stolen, or destroyed, hire charges will continue at usual rate until Owner receives full compensation for replacement value of Equipment.

Section 5

A) It is the responsibility of the hirer to make the Equipment available at the termination of the hire, with all mains and services disconnected and clear access to the Equipment, including security clearances. Should these conditions not be met, the Hirer will incur an additional charge for any abortive collection (at the stated collection fee) and hire charges will accrue until the equipment is made available as stated.

B) Gas cylinders and other hazardous items and/or materials left with equipment shall delay collection until such items/materials are removed by Hirer. Hire charges will continue until such items/materials are removed.

C) Effluent tanks must be emptied before collection. Tanks buried by Hirer must be exposed for collection.

D) All furniture and/or other personal or business property (whether belonging to Hirer or other parties) must be removed from Equipment prior to collection. Hirer waives any interest whatsoever in any items left in or upon Equipment and such items will become property of Owner upon collection of Equipment and will be disposed of at Owner's discretion.

E) The Owner shall be entitled to terminate the Agreement and repossess the Equipment in the event of the failure of the Hirer to comply with any of the conditions herein contained. In the event of repossession, Hirer shall be responsible for emptying, cleaning and disconnecting unit prior to collection as provided for elsewhere in this agreement. If Equipment is not made ready as stated herein, Hirer will be responsible for all additional costs incurred by Owner in order to collect and clean/repair Equipment, including, but not limited to, transport, subcontractor, legal and collection fees.