TERMS AND CONDITIONS
Active Environmental Solutions (Hire) Pty Ltd

INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

AESH means Active Environmental Solutions (Hire) Pty Ltd ABN 77 102 010 140 or Alemir International Pty Ltd ABN 14 080 228 708 trading as Active Environmental Solutions Australia (as specified in the relevant Hire Agreement/Contract);

Commencement/Start date means the estimated date of delivery, as specified in the Hire Agreement/Contract;

Customer means the party who is specified as the Customer in the Hire Agreement/Contract and includes the party's transferees, successors and permitted assigns. Where the Customer is more than one person or entity, the liability of each such person or entity in relation to the Order is joint and several.

Delivery Fee means the amount (if any) specified in the Hire Agreement/Contract as the delivery or transport fee;

Encumber means an encumbrance or security interest including but not limited to a mortgage, fixed charge, floating charge, pledge, lien, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement or a subordination to a right of a person or an adverse or competing interest of another person or security interest (within the meaning of the *Personal Property Securities Act 2009* (Cth));

Equipment means the equipment and other property listed in the Hire Agreement/Contract together with associated property including but not limited to all associated documents, manuals, tools, maintenance records, spare parts, accessories, software, consumable items and attachments hired and includes any replacement equipment which may be provided by **AESH** to the Customer from time to time;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) 1999* (Cth);

Hire Agreement/Contract means a binding agreement for the hire of Equipment which comes into place between the parties upon acceptance of a Hire Quote/Order, and which incorporates any applicable Rental Schedule relating to the Equipment hired under such agreement;

Order means a request for **AESH** to supply Equipment to the Customer or nominee of the Customer (including but not limited to a purchase order);

PPSA means the *Personal Properties Securities Act 2009* (Cth)

Rental/Hire Period means the period of hire of the Equipment specified in the Hire Agreement/Contract, subject to any extension under clause 12 or otherwise in accordance with these Terms and Conditions;

Rental Installment means each installment of the total rental payable as specified in the Hire Agreement/Contract; and

Tax means any kind of tax (except GST), duty, impost, charge, withholding, rate, levy or other governmental imposition of whatever nature and by whatever authority imposed (including stamp duty), assessed or charged, together with any cost, charge, interest, penalty, fine, expense or other additional statutory charge incidental or related to the imposition, but excludes tax levied on the net income of **AESH**.

USAGE OF TERMS AND CONDITIONS

1. These Terms and Conditions are a framework of terms and conditions and are incorporated into any contract or arrangement between **AESH** and the Customer for the supply of the Equipment to the Customer made in accordance with the "Orders and Process of Agreeing Hire Agreements/Contracts" section below. These Terms and Conditions shall apply to the exclusion of all terms and conditions conflicting with or purporting to modify them whether issued before or after the date the relevant contract or arrangement between **AESH** and the Customer for the supply of the Equipment to the Customer come into effect (including but not limited to any terms and conditions on any order form or request form produced by the Customer), except where otherwise agreed by **AESH** and the Customer in a document signed by both parties.
2. **AESH** may at any time change these Terms and Conditions by publishing new terms and conditions, in which case the new terms and conditions will come into effect 14 days after they are published (**New Terms Effective Date**). The new terms and conditions will come into effect notwithstanding that the Customer does not receive notice of any change to these Terms and Conditions (including if the notice was accidentally omitted to be given). However, the new terms and conditions will only apply to an Order placed by the Customer after the New Terms Effective Date. The new terms and conditions will not apply retrospectively to any Order placed by the Customer before the New Terms Effective Date nor any Hire Agreement/Contract already in effect as at the date of the New Terms Effective Date.

ORDERS AND PROCESS OF AGREEING HIRE AGREEMENTS/CONTRACTS

3. Each Order constitutes an offer by the Customer to **AESH** and is subject to acceptance by **AESH**.
4. **AESH** may accept an Order by sending written notification to the Customer (including providing the relevant Rental/Hire Schedule applicable to the Equipment to be hired under such accepted Order). Any Order accepted in writing by **AESH** shall constitute a binding Hire Agreement/Contract between the Customer and **AESH**. Each such Hire Agreement/Contract incorporates these Terms and Conditions. Each Hire Agreement/Contract is a separate contract from any other Hire Agreement/Contract.
5. The Customer shall not cancel a Hire Agreement/Contract, or change the Commencement/Start date, without the written consent of **AESH**. In the event the Customer purports to cancel a Hire Agreement/Contract, or change the Commencement/Start date, such attempt may, at **AESH**'s election, be construed as a repudiation by the Customer of the contract between the parties, and the Customer shall pay to **AESH** all losses, damages, costs, interest, fees, charges (including handling charges) and expenses incurred or suffered by **AESH** and its suppliers (if any) as a result of the Customer's repudiation of the contract. The Customer shall have no recourse whatsoever against **AESH** as a result of any election made by **AESH** under this clause 5.
6. Without prejudice to **AESH's** rights under clause 5, the Customer may request to change the Commencement/Start date. **AESH** may agree to accept the requested change to the Commencement/Start date subject to additional conditions, (and where the requested change to the Commencement/Start date is more than 14 days after the originally agreed Commencement/Start date, **AESH** reserves the right to charge, and the Customer shall pay to **AESH,** all losses, damages, costs, interest, fees, charges (including handling charges) and expenses reasonably incurred or suffered by **AESH** and its suppliers (if any) as a result of the change in Commencement/Start date (provided that **AESH** shall use reasonable efforts to mitigate such losses, damages, costs, interest, fees, charges (including handling charges) and expenses.
7. An Order that has been accepted by **AESH** (and is therefore an agreed contract between the parties) shall not be varied by the Customer unless the parties agree in writing.

RENTAL/HIRE PERIOD

8. The period of rental/hire of the Equipment will be the Rental/Hire Period, unless terminated earlier in accordance with these Terms and Conditions.
9. The Rental/Hire Period will commence on the earlier of the Commencement/Start date and the date on which the Customer takes delivery of the Equipment.

DELIVERY/COLLECTION OF THE EQUIPMENT

10. **AESH** will, if specified in the Hire Agreement/Contract, deliver the Equipment to the Customer on or by the Commencement/Start date. The Customer shall, if specified in the Hire Agreement/Contract or if the Hire Agreement/Contract does not specify that **AESH** will deliver the Equipment to the Customer, be responsible for collecting the Equipment from the address specified in the Hire Agreement/Contract on the Commencement/Start date.
11. On receipt of the Equipment, the Customer shall inspect the Equipment and must, within 24 hours of delivery, notify **AESH** of any alleged defect, shortage in quantity, damage or failure to comply with the Hire Agreement/Contract. If the Customer does not give such notice, the Equipment will be deemed to have been delivered and accepted by the Customer in good order, in the correct quantity and otherwise in accordance with the Hire Agreement/Contract.
12. The Customer acknowledges that the Commencement/Start date is an estimate only and should **AESH** be unable to deliver the Equipment to the Customer on the Commencement/Start date (or make it available for collection on the Commencement/Start date), **AESH** shall, to the maximum extent permitted by law, have no liability whatsoever to the Customer in relation to any loss, damage or expense incurred or suffered

by the Customer as a result of **AESH**'s failure to deliver the Equipment or make it available for collection by the Customer by the Commencement/Start date, except that (at **AESH's** option):

(a) (subject to clause 12(c), **AESH** may extend the date for delivery by any reasonable amount of time necessary for **AESH** to deliver the Equipment or make it available for collection by the Customer (and the Commencement/Start date shall be deemed to be varied accordingly); or

(b) **AESH** may cancel the agreement between **AESH** and the Customer for the rental of the Equipment and **AESH** shall provide a refund of all amounts paid by the Customer to **AESH** with respect to such rental of the Equipment, but **AESH** will not otherwise have any liability to the Customer as a result of that cancellation (including any direct or indirect loss that may be suffered or incurred by the Customer).

(c) where any extension under clause 12(a) exceeds [90] days, the Customer may cancel the agreement between **AESH** and the Customer for the rental of the Equipment and receive a refund all amounts paid by the Customer to **AESH** with respect to such rental of the Equipment. The Customer acknowledges and agrees that its right to terminate under this clause 12(c) is the Customer's sole and exclusive remedy for **AESH** failing to deliver the Equipment to the Customer (or make it available for collection) within 90 days of the original Commencement/Start date.

13. Where **AESH** engages an agent to deliver the Equipment, written confirmation from the agent that the Equipment has been delivered shall constitute proof that this has occurred.

PAYMENT

14. The Customer must pay all the Rental Installments to or at the direction of **AESH** during the Rental/Hire Period in accordance with these Terms and Conditions. Unless otherwise specified, all prices charged by **AESH** are exclusive of any GST.
15. If **AESH** requests the Customer to do so, the Customer must provide **AESH** with a direct debit authority or other automatic payment authority acceptable to **AESH** to facilitate the payment of amounts due by the Customer. **AESH** may debit or charge any or all Rental Installments due and payable under a Hire Agreement/Contract from the Customer's nominated bank account, debit card or credit card (provided the Customer has completed a direct debit request form and/or credit card authorisation form authorising such debit or charge). The Customer must, on request, complete a direct debit request form and/or a credit card authorisation form and ensure that (i) such form is current and in force for the duration of all Hire Agreements/Contracts made under these Terms and Conditions and (ii) such form authorizes **AESH** to debit or charge the agreed amounts until all debts owed to **AESH** are satisfied. The Customer further acknowledges and agrees that it is solely responsible for ensuring sufficient clear funds are available to complete payments initiated in this manner and that it is solely liable for any dishonour or other fees applied by its financial institution in connection with payments initiated in this manner.
16. The first Rental Installment and the Delivery Fee is due when the relevant Hire Agreement/Contract are signed by or on behalf of the Customer and given to **AESH**. All subsequent Rental Installments are payable in advance on each day specified in the Hire Agreement/Contract as a payment date.
17. If the Customer fails to pay any amount to **AESH** when due under these Terms and Conditions, in addition to any other right **AESH** may have, **AESH** may demand and the Customer must pay on demand to **AESH**, interest on any amount due but unpaid at a rate 2% above the rate specified from time to time under the *Penalty Interest Rates Act 1983* (Vic). Interest will accrue daily from the date on which the amount became due for payment under these Terms and Conditions.
18. Unless otherwise specified in the Hire Agreement/Contract, the Rental Installments and Delivery Fee are **exclusive** of all Taxes. All Taxes payable in connection with the supply and rental of the Equipment by **AESH** to the Customer, or to **AESH** entering into a Hire Agreement/Contract, must be paid by the Customer when requested to do so by **AESH**.
19. The Customer's obligation to pay Rental Installments and any other amount under a Hire Agreement/Contract must be made without set-off, counterclaim or deduction. The Customer's obligation to make payments is not affected or reduced for any reason including without limitation by the Customer being unable to, through no fault of **AESH** or defect of the Equipment, use the Equipment for any reason or the Equipment being damaged, lost, stolen, not in the possession of the Customer or not working at any time.

RETURN OF THE EQUIPMENT

20. On termination of the relevant Hire Agreement/Contract, at the end of the relevant Rental/Hire Period or where under these Terms and Conditions **AESH** is entitled to recover, remove or repossess the Equipment, the Customer must (at **AESH's** election):
    (a) at Customer's cost, make the Equipment available for collection by **AESH** or its agents at the location specified in the Hire Agreement/Contract; or
    (b) at Customer's cost, return it to **AESH's** address as specified in the Hire Agreement/Contract.
21. The Customer must ensure that the Equipment is clean and in good condition and repair (fair wear and tear excepted) when it is made available for collection or returned to **AESH**.
22. The Customer is responsible for ensuring that all data has been downloaded and any memory has been cleared from the Equipment, where applicable, prior to its return unless the Customer has obtained prior written consent from AESH to handle these actions on the Customer's behalf.

OWNERSHIP OF THE EQUIPMENT

23. The Equipment remains the property of **AESH** at all times. The Customer only has the right to use the Equipment on the terms of the relevant Hire Agreement/Contract and must use reasonable endeavours to protect **AESH**'s ownership interests in the Equipment at all times.
24. The Customer must not offer, sell, assign, sub-let, mortgage, pledge, encumber or otherwise deal with the Equipment in any way which is inconsistent or would detract from **AESH's** ownership of the Equipment.
25. The Customer must not lease, hire, bail or give possession of the Equipment to any third party unless **AESH** (in its absolute discretion) first consents in writing, in which case such sub-hire must be in writing and in a form acceptable to **AESH** (in its absolute discretion).
26. The Customer undertakes to:
    (a) do anything (in each case, including executing any new document or providing any information) that is required by **AESH**:
        (i) so that **AESH** may acquire and maintain one or more perfected Security Interests (as defined in the PPSA) under the PPSA in respect of the Equipment and any proceeds arising from any dealing with the Equipment by the Customer;
        (ii) to register a Financing Statement (as defined in the PPSA) or Financing Change Statement (as defined in the PPSA); and
        (iii) to ensure that **AESH's** security position, and rights and obligations, are not adversely affected by the PPSA;
    (b) not register a Financing Change Statement in respect of a Security Interest contemplated or constituted by this Hire Agreement/Contract without **AESH's** prior written consent; and
    (c) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Equipment in favour of a third party without **AESH**'s prior written consent.
27. Unless otherwise disclosed in the Hire Agreement/Contract, the Customer warrants that the Equipment is not hired for personal, domestic or household purposes and the Customer agrees to indemnify **AESH** for any breach of this warranty
28. The Customer must ensure the Equipment is clearly identifiable as the property of **AESH**.
29. **AESH** may, without the Customer's consent, transfer or Encumber **AESH's** interest in the Equipment or in any Hire Agreement/Contract.

USE AND CARE OF THE EQUIPMENT

30. The Customer must ensure that it, and anyone else who may use the Equipment, uses it:
    a) safely, and as per the manufacturer's instructions and instructions provided by **AESH**;
    b) lawfully in relation to all applicable rules, regulations, law and by-laws; and
    c) responsibly and with all necessary care, skill and diligence.
31. Unless **AESH** agrees otherwise in writing, the Customer and its employees are the only persons entitled to use the Equipment.

32. The Customer must give **AESH** reasonable access during business hours to the Equipment to view and/or inspect the Equipment during the Rental/Hire Period, subject to **AESH** giving the Customer reasonable prior notice of its intention to view and/or inspect the Equipment. The Customer acknowledges and agrees that failure or refusal to provide **AESH** such access to the Equipment is reasonable grounds for **AESH** to determine that the Equipment is lost or stolen and irrecoverable, or destroyed or damaged beyond repair, for the purposes of clauses 38 and 39.
33. The Customer must, at its cost, maintain the Equipment in good working order during the Rental/Hire Period (except for ordinary wear and tear) and ensure that the Equipment is maintained and serviced in accordance with the manufacturer's and **AESH's** specifications and recommendations. Without limitation, the Customer is responsible for ensuring the equipment is within its calibration period and is functioning and condition is in accordance with the manufacturer's recommendations. To ensure that the Customer will comply with this clause 33, the Customer must not permit any person to carry out any servicing of or repairs to the Equipment unless the person has been approved in writing by **AESH**.
34. The Customer must notify **AESH** as soon as it becomes aware of any defect with, or damage to, the Equipment, immediately cease to use the Equipment and not attempt to repair, or engage a third party to repair, the Equipment. If any defect or damage to the Equipment is caused by the Customer failing to use, maintain or service the Equipment in accordance with these Terms and Conditions, then the Customer is responsible for, and must reimburse **AESH** for, the cost of repairing the defect or damage.
35. The Customer must not modify, alter, add to or make any improvements to the Equipment.

LOCATION OF EQUIPMENT

36. The Equipment must be kept by the Customer at the location specified in the Hire Agreement/Contract and must not be removed from that location without the prior written consent of **AESH**. The Customer warrants that the premises at which the Equipment is to be kept are, and will be, for the Rental/Hire Period, under the sole control of the Customer.
37. If the Equipment is to be kept at premises which are not owned by the Customer, or that are subject to any Encumbrance, if requested by **AESH** at any time, the Customer must obtain from each owner and/or holder of such an Encumbrance a written acknowledgement that the Equipment is **AESH's** property and an authorisation for **AESH** to remove the Equipment from the premises without liability to **AESH**, and provide the acknowledgement and authorisation to **AESH**.

LOSS OR DAMAGE TO THE EQUIPMENT

38. The Customer bears the risk of loss, theft or destruction of, or damage to, the Equipment for any cause whatsoever, commencing on the date that the Customer receives the Equipment from or at the direction of **AESH** and ending at the time the Customer returns the Equipment to **AESH**.
39. No loss, theft, or destruction of, or damage to, the Equipment will relieve the Customer from any obligation under these Terms and Conditions. If **AESH** reasonably determines that any Equipment is lost or stolen and irrecoverable, or is destroyed or damaged beyond repair, the Customer must pay **AESH** on demand an amount equal to the full replacement cost of the Equipment.

INSURANCE

40. The Customer must, at all times, at its expense, take out and maintain insurance policies covering the following risks in a form, amount and with insurers acceptable to **AESH**, and such policies must note **AESH's** interest in the Equipment:
    a) loss, theft or destruction of, or damage to, the Equipment for its full replacement value; and
    b) public liability and third-party property insurance.
41. The Customer must not:
    a) do anything, or fail to do anything, which may allow an insurer to refuse or reduce a claim under a policy referred to in clause 40;
    b) vary any such insurance without **AESH's** written consent; or
    c) enforce, conduct, settle or compromise a claim under such an insurance policy without **AESH's** written consent.
42. Upon **AESH's** request, the Customer must promptly provide **AESH** with evidence of the existence and currency of the insurance policies referred to in clause 40.

DEFAULT

43. An **Event of Default** occurs if:
    a) the Customer materially breaches these Terms and Conditions or any other terms of any Hire Agreement/Contract between the Customer and **AESH** and (if that breach is capable of remedy) the Customer fails to remedy the breach within 7 days of **AESH** having given the Customer written notice of the breach;
    b) the Customer has made any misleading or false statement in connection with its application to rent Equipment from **AESH**, or its performance of these Terms and Conditions and/or the Hire Agreement/Contract;
    c) an application to wind up the Customer is made, or the Customer is wound up or otherwise ceases to exist;
    d) the Customer (if an individual) is declared bankrupt or becomes of unsound mind;
    e) the Customer enters into any composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) or has a receiver or liquidator or trustee or administrator or similar official appointed over all or part of its assets;
    f) the Customer ceases or threatens to cease to carry on all, or substantially all, of its business or operations;
    g) an order being made, or the Customer passing a resolution, or any other step is taken, for the Customer's winding up (including but not limited to an application being made to a court for an order for its winding up);
    h) the Customer becomes or is declared or is deemed to be insolvent, or is unable or deemed to be unable to pay its debts, or stops or threatens to stop payments generally;
    i) the Customer undergoes a change in its control or ownership not approved by **AESH** in writing; or
    j) an event or circumstance occurs in relation to the Customer which is analogous to any event or circumstance specified in paragraphs (c) to (h).
44. The Customer must give **AESH** full details of any actual or likely Event of Default as soon as it becomes aware that the Event of Default has occurred or is likely to occur. Upon the occurrence of an Event of Default, **AESH** may (subject to applicable laws) terminate one or all of the Hire Agreements/Contracts between the parties with immediate effect by providing written notice of termination to the Customer.
45. If **AESH** gives the Customer a notice of termination under clause 44, the Customer must make the Equipment available for collection in accordance with clause 20 and must pay to **AESH**:
    a) all Rental Instalments and other amounts due and payable as at the date of termination;
    b) the total Rental Instalments that would have been payable under the terminated Hire Agreements/Contracts for the Rental/Hire Period remaining after the date of termination; and
    c) interest and any other amounts payable by the Customer under these Terms and Conditions.
46. If an Event of Default occurs, the Customer shall give **AESH** reasonable access to enter the Customer's premises and remove the Equipment.
47. The Customer may terminate a Hire Agreement/Contract if **AESH** materially breaches these Terms and Conditions or any other terms of any Hire Agreement/Contract between the Customer and **AESH** and (if that breach is capable of remedy) **AESH** fails to remedy the breach within 7 days of the Customer having given **AESH** written notice of the breach.

EXCLUSION AND LIMITATION OF LIABILITY

48. The Customer acknowledges and agrees that:
    a) it has taken its own advice as to the taxation, accounting and financial consequences of entering into any Hire Agreement/Contract, and has not relied on **AESH** in relation to any of these matters;
    b) it does not enter into any Hire Agreement/Contract as trustee of any trust or settlement, or as agent for any principal that has not been disclosed to **AESH** in writing; and

c) if it enters into any Hire Agreement/Contract as trustee of a trust or settlement, the Customer is liable both in its own right and as trustee of the trust or settlement.

49. The Customer acknowledges that it has undertaken its own inspection and made its own independent enquiries in deciding to rent/hire the Equipment in accordance with these Terms and Conditions.
50. The Customer acknowledges and agrees that except for any express warranties contained in these Terms and Conditions, **AESH** disclaims and excludes, to the maximum extent permitted by law, any and all express or implied warranties in relation to the Equipment or other goods or services provided pursuant to these Terms and Conditions.
51. The parties agree that neither party is liable to the other party in respect of any claim by the other party (whether in contract, tort, statute or otherwise) for any special, incidental, indirect or consequential damages or injury, any loss of profits, contracts, revenue or data arising out of or in connection with any Hire Agreement/Contract and/or any other goods or services provided pursuant to these Terms and Conditions and whether as a result of any breach, default, negligence or otherwise, except that nothing in this clause limits or excludes the Customer's liability to pay **AESH** for goods provided and services performed under any Hire Agreement/Contract or expectation losses under any Hire Agreement/Contract.
52. To the maximum extent permitted by applicable law, the maximum liability of each party to the other in connection with any Hire Agreement/Contract or any Equipment, goods or services provided pursuant to these Terms and Conditions at any time will be the total amount paid or payable by the Customer to **AESH** in respect of the relevant Hire Agreement/Contract as at the date on which the event giving rise to relevant liability first arises.
53. If the *Competition and Consumer Act 2010* (Cth) (or similar state or territory legislation, as applicable) imposes any liability on **AESH** in respect of the supply of goods or services supplied pursuant to these Terms and Conditions which may be limited, the liability of **AESH** is limited (to the maximum extent permitted by law), at the option of **AESH**, to:
    a) in the case of the supply of goods (including the Equipment), any one or more of the following:
        (i) the replacement of the Equipment or supply of equivalent goods;
        (ii) the repair of the Equipment;
        (iii) the payment of the cost of replacing the Equipment or acquiring equivalent goods; or
        (iv) the payment of the cost of having the Equipment repaired.

        in the case of services:
        (v) the supply of the services again; or
        (vi) the payment of the cost of having the services supplied again.
54. Any exclusion or limitation of liability set out in any Hire Agreement/Contract (including these Terms and Conditions) will not apply to the extent that such exclusion or limitation would be prohibited by applicable law (including the *Australian Consumer Law* as under the schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

INDEMNITY

55. The Customer indemnifies **AESH**, its agents, employees, successors and assigns (each a **Beneficiary**) from and against all loss, cost, expense or damage (including legal costs on a full indemnity basis and consequential or indirect loss) suffered or incurred by a Beneficiary arising out of or relating to:
    a) any breach of these Terms and Conditions by the Customer;
    b) the occurrence of any Event of Default;
    c) any damage to the Equipment during the Rental/Hire Period;
    d) any action, claim, proceeding or demand instituted or made against **AESH** by any person which arises directly or indirectly out of any breach by the Customer of these Terms and Conditions or any Event of Default;
    e) any action, claim, proceeding or demand instituted or made against **AESH** by any person which arises directly or indirectly out of or as a result of **AESH** or its agents entering any premises at which the Equipment is kept and/or removing the Equipment from such premises in accordance with these Terms and Conditions; and
    f) any personal injury, death or damage to property caused or contributed to by the Customer, including as a result of the Customer's use of the Equipment.
56. Each indemnity under clause 55 is a continuing obligation, separate from and independent of each other indemnity in clause 55 and separate from and independent of the Customer's other obligations under any Hire Agreement/Contract and each indemnity survives termination or expiry of the Rental/Hire Period or the relevant Hire Agreement/Contract.

USE OF PRODUCTS

57. Subject to applicable law, the Customer:
    a) shall be responsible for determining the suitability of the Products for the purpose for which they are intended, and acknowledges and agrees that **AESH** is not necessarily aware of that purpose and that the Customer has not relied on **AESH**'s advice; and
    b) acknowledges that the Equipment are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption.

GENERAL

58. A Hire Agreement/Contract (including these Terms and Conditions) can only be amended, supplemented, replaced or novated by another document signed by the parties.
59. The relevant Hire Agreement/Contract (including these Terms and Conditions) contain the entire agreement between the parties about its subject matter.
60. The rights set out in each relevant Hire Agreement/Contract are cumulative and are in addition to any other rights of each party.
61. All Hire Agreement/Contract between the Customer and **AESH** (including these Terms and Conditions) are governed by the laws of the State of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.
62. Any provision of a Hire Agreement/Contract (including these Terms and Conditions as incorporated) which is unenforceable, illegal or void or partly unenforceable, illegal or void is, where possible, to be read down to the extent necessary to make such provision enforceable, and if reading down is not possible, such provision is severed without affecting any other provision of the relevant Hire Agreement/Contract (including these Terms and Conditions as incorporated).
63. No failure or partial failure by a party to enforce any of its rights under a provision of a Hire Agreement/Contract (including these Terms and Conditions as incorporated) constitutes a waiver or partial waiver of that right, and no waiver is effective unless it is in writing and signed by authorised representatives of each party.
64. The Customer shall not assign its rights, or novate its obligations, under any Hire Agreement/Contract without the prior written consent of **AESH**. **AESH** may assign its rights or novate its obligations under any Hire Agreement/Contract without obtaining the consent of the Customer.
65. Each party must promptly sign all documents and do all things that another party from time-to-time reasonably requests to effect, perfect or complete any Hire Agreement/Contract and all transactions incidental to it.
66. All notices and other communications provided for or permitted in connection with a Hire Agreement/Contract shall be sent by certified or registered mail with postage prepaid, by hand delivery or by facsimile or email transmission to the parties' respective contact details notified to each other from time to time.