



# General Equipment RENTALS

125-131 Woodlands Drive, Braeside VIC 3195 Ph: 03 9580 8888  
Registered Proprietor: Empress Oaks Pty. Ltd. A.C.N 006 425 814 \* A.B.N 78 406 670 935

## CREDIT APPLICATION DATE: / / 2024

<b>Company Name</b>	
<b>Postal Address</b>	
<b>Suburb</b>	<b>Post Code</b>
<b>Telephone</b>	<b>Fax</b>
<b>ACN Number</b>	
<b>ABN Number</b>	
<b>Sales Contact</b>	<b>Direct phone</b>
<b>Email</b>	
<b>Accounts Contact</b>	<b>Direct phone</b>
<b>Email</b>	
<b>Type of Business</b>	
<b>Director's and/or Partner's Names</b>	<b>1</b>
	<b>2</b>

### Trade References

<b>Company Name</b>	<b>1</b>
<b>Address</b>	
<b>Telephone</b>	<b>Email</b>
<b>Company Name</b>	<b>2</b>
<b>Address</b>	
<b>Telephone</b>	<b>Email</b>

I / we would like to hire from General Equipment Rentals on the Terms and Conditions of Hire available at [www.gerentals.com.au](http://www.gerentals.com.au) and also attached to this application. I/we would like to open a credit account with General Equipment Rentals. I / we agree to trading terms of 7 days from invoice date. If your account exceeds our trading terms and is passed over for collection, all costs, including debt collection commissions, solicitor's fees and any out of pocket expenses will be the liability of the customer.

<b>Name</b>	<b>Position</b>
<b>Signature</b>	<b>Date</b>

authorised representative for Company

<b>Where did you hear about us?</b>	Referral <input type="checkbox"/> Local <input type="checkbox"/> Google Ads <input type="checkbox"/> Website Direct <input type="checkbox"/> Our Sales Staff <input type="checkbox"/> Other (Please Specify) _____
-------------------------------------	--

**Note:** We add 12% for fire and theft waiver ("FLT" Waiver) (some exclusions apply). If you do not want this coverage, please tick here

**EMPRESS OAKS PTY LTD T/AS GENERAL EQUIPMENT RENTALS (GE Rentals)  
TERMS AND CONDITIONS OF HIRE**

GE Rentals agrees to hire Equipment to the Customer on the terms set out in the Hire Contract which includes these Terms and Conditions of Hire. The Customer will be deemed to have agreed to the Hire Contract if the Customer proceeds to hire Equipment from GE Rentals after being notified of these Terms and Conditions of Hire and Hire Contract, whether or not the Customer signs the Hire Contract. The Customer agrees to receive this Hire Contract and all associated documentation by electronic transmission. These Terms and Conditions of Hire apply to the exclusion of any other conditions proposed by the Customer, including any purchase order supplied by the Customer.

These Terms and Conditions of Hire may be changed by GE Rentals from time to time by GE Rentals giving written notice to the Customer. Notice is deemed given when GE Rentals provides a copy of the new terms and conditions to the Customer (via email or other method) or publishes the amended terms on its website at <https://gerentals.com.au/>, whichever is earlier. Changes to the Terms and Conditions of Hire apply to Hire Contracts made or extended after notice is given.

**1. Definitions**

A reference to the following terms in these Terms and Conditions of Hire has the meaning set out below:

**Agreed Servicing** means periodic servicing of the Equipment, if and when required by GE Rentals, but does not include day to day maintenance, lubrication and care of the Equipment.

**Collection Fee** means the fee payable by the Customer to GE Rentals for collection of the Equipment by GE Rentals from the Delivery Site.

**Customer** means the person, firm organisation, partnership, corporation, trust or other entity hiring Equipment from GE Rentals.

**Default Rate** means the interest rate which is equal to prevailing rate detailed in the Penalty Interest Rates Act 1983.

**Delivery Fee** means the fee payable by the Customer to GE Rentals for delivery of the Equipment by GE Rentals to the Delivery Site.

**Delivery Site** means the site where the Equipment is to be delivered and collected by GE Rentals and used by the Customer.

**Estimated End Date** means the date specified in the Hire Contract on which it is estimated the Hire Period will end.

**End Date** means the date the Equipment is collected by or returned to GE Rentals in accordance with this Hire Contract.

**Equipment** means any equipment provided by GE Rentals to the Customer under this Hire Contract.

**FLT Waiver** means the Fire Loss Theft Waiver pursuant to clause 10 of these Terms and Conditions of Hire.

**FLT Waiver Fee** means the fee payable by the Customer for the FLT Waiver which is equal to 12% of the Hire Charge.

**FLT Waiver Excess** means 10% of the Replacement Cost of the Equipment.

**Force Majeure** means the happening of an event or circumstance which:

- (a) is beyond the reasonable control of a party and prevents or delays that party from performing any of its obligations under this contract; and
- (b) could not have been avoided or overcome by that party by the exercise of reasonable foresight, care and due diligence; and
- (c) includes, but is not limited to:
  - (i) an act of God including but not limited to earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, storm or storm warning or natural disaster;
  - (ii) strike, lockout, boycott, work ban or other labour dispute or difficulty; and
  - (iii) acts of terrorism, civil disturbance, blockade, embargo, sabotage, insurrection, riot, malicious damage or epidemic; but
- (d) excludes:
  - (i) hardship due to currency fluctuation; and
  - (ii) change in market conditions or market prices.

**GE Rentals** means Empress Oaks Pty Ltd ACN 006 425 814 as trustee for the Trochus Trust.

**GST** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.

**Hire Contract** includes the written or verbal quote, initial tax invoice or other documents setting out the commercial terms of hire, the fees and charges, these Terms and Conditions of Hire, any credit application, guarantee and indemnity, security agreement, further periodic or final tax invoice, or other contractual documents entered into between GE Rentals and the Customer. The Hire Contract includes any extension of the Hire Period, as varied by and on the basis of, the then current terms and conditions of hire.

**Hire Charges** means the amounts shown in the Hire Contract payable by the Customer to GE Rentals, other than the Delivery Fee or Collection Fee.

**Hire Period** means the period from the Start Date until the End Date.

**Insolvent** means unable to pay debts when they fall due, in bankruptcy, in receivership, administration, liquidation, or subject to any arrangements, assignment or composition with creditors under legislation.

**Long Distance Fees** means costs incurred by GE Rental of any attendance at a Long Distance Location, (including for purposes of Agreed Servicing, maintenance or repairs) including but not limited to, fuel, transport costs and labour costs.

**Long Distance Location** means a Delivery Site that is in excess of 50 km from GE Rentals.

**Off-Hire Date** means the date the Customer advises GE Rentals verbally or in writing that the Equipment is no longer required.

**PPSA** means the Personal Property Securities Act 2009.

**Replacement Cost** means:

- (a) to the extent possible, the cost of acquiring replacement equipment of the same age, brand and model as the Equipment, including transport costs; or
- (b) if equipment of the same age, brand and model is not reasonably available, the cost of acquiring the closest reasonably available replacement for the Equipment, not withstanding, that the replacement equipment may be new or newer and/or have different or improved brand or model, including transport costs.

**Security Agreement** means a security agreement as defined in the PPSA.

**Security Interest** means a security interest as defined in the PPSA.

**Start Date** means the date when GE Rental delivers the Equipment to the Customer.

**Terms and Conditions of Hire** means these terms and conditions of hire, as amended from time to time by GE Rentals, whereby amendments will apply to any Hire Contract that is entered into or extended after the amended version of the Terms and Conditions of Hire are published on GE Rentals' website at <https://gerentals.com.au/>.

## 2. Hire Period

The Hire Period commences on the Start Date and shall continue until the End Date which may be before or after the Estimated End Date.

## 3. GE Rentals' Obligations

GE Rentals will:

- 3.1 allow the Customer to use the Equipment from the Start Date until the Off-Hire Date;
- 3.2 make the Equipment available to the Customer in good working order and condition and facilitate either collection by the Customer or delivery to the Delivery Site;
- 3.3 unless otherwise agreed by the parties, collect the Equipment from the Delivery Site within a reasonable period of the Off-Hire Date agreed to by GE Rentals.

## 4. Obligations of the Customer

The Customer must:

- 4.1 ensure that any person collecting the Equipment on behalf of the Customer is authorised in writing by the Customer to do so;
- 4.2 satisfy itself on the Start Date that the Equipment is fit for the purpose for which it has been hired;
- 4.3 carry out a thorough hazard and risk assessment before using the Equipment and comply with all applicable laws including occupational health and safety laws;
- 4.4 at all times, operate the Equipment safely, only for its intended use, strictly in accordance with the law and any instructions of the manufacturer, whether supplied by GE Rentals or posted on the Equipment and only with suitable motor vehicles and power sources (as applicable);
- 4.5 clean, fuel, lubricate and keep the Equipment in good condition, in accordance with the manufacturer's and GE Rentals' instructions, at the Customer's own cost;
- 4.6 at all times store the Equipment safely and securely up to and including the End Date. For the sake of clarity, between the Off-Hire Date and End Date, the Equipment must be kept in a safe and secure location that allows access for collection by GE Rentals;
- 4.7 ensure that all persons operating the Equipment are fully trained in its safe and proper use and, where required, hold current certificates of competency and are fully licensed;
- 4.8 display all safety signs and instructions (as required by law) and ensure that all instructions and signs are observed by the operators of the Equipment and others working at the Delivery Site;
- 4.9 notify GE Rentals immediately if the Equipment breaks down or fails to operate properly;

- 4.10 allow GE Rentals to enter the Delivery Site (or other site at which the Equipment is located approved by GE Rentals) to inspect and maintain the Equipment from time to time during the Hire Period during normal working hours. Additional charges may apply if GE Rentals cannot inspect or maintain the Equipment during normal working hours;
- 4.11 report and provide full details to GE Rentals of any accident or damage to the Equipment within 24 hours of the accident or damage occurring;
- 4.12 ensure the Equipment is clean and in good repair when collected by or returned to GE Rentals; and
- 4.13 unless otherwise expressly agreed in this Hire Contract, indemnify GE Rentals for all injury, loss, damage, cost or expense, arising in any way in connection with the hire of the Equipment or in breach of the Hire Contract, except to the extent that such injury, loss, damage, cost or expense is caused by the GE Rentals, and the Customer shall have adequate insurance to cover all such liabilities.

The Customer must not:

- 4.14 damage or repair the Equipment;
- 4.15 move the Equipment from the Delivery Site without GE Rentals' prior written consent;
- 4.16 sell, dispose of, deal with or encumber the Equipment in any way;
- 4.17 lease, hire, bail or give possession of the Equipment to anyone else ('sub-hire') unless GE Rentals gives its prior written approval, in its absolute discretion. Any such sub-hire must be in writing in a form acceptable to GE Rentals and must be expressed to be subject to the rights of GE Rentals under this Hire Contract. The Customer must not vary a sub-hire without the prior written consent of GE Rentals which may be withheld in its absolute discretion;
- 4.18 rely on any representation relating to the Equipment or its operation other than those contained in this Hire Contract;
- 4.19 allow any person to operate the Equipment that is affected by drugs and/or alcohol;
- 4.20 exceed the recommended or legal load and capacity limits of the Equipment;
- 4.21 use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- 4.22 exceed recommended or legal speed limits for the Equipment; or
- 4.23 use the Equipment after the Off-Hire Date.

## 5. Payments by Customer to GE Rentals

- 5.1 On or before the Start Date (unless otherwise agreed in writing by the GE Rentals), the Customer agrees to pay all amounts payable under the Hire Contract including but not limited to the Hire Charges, the Delivery Fee, the Collection Fee and the FLT Waiver Fee.
- 5.2 Hire Charges are calculated at the rate set out in the initial tax invoice or written or verbal quote provided by GE Rentals which may be attached to the Hire Contract. Additional Hire Charges may apply if the Equipment is used for more than 35 hours per week.
- 5.3 If the anticipated Hire Period exceeds one month, GE Rentals may, at its discretion, issue tax invoices for amounts payable under the Hire Contract at monthly or other shorter intervals agreed between the parties.
- 5.4 Hire Charges will commence from the Start Date and continue until the Off-Hire Date, subject to clause 5.5(j) of these Terms and Conditions of Hire.
- 5.5 The Customer, must pay immediately on request from GE Rentals:
  - (a) the new price of any Equipment which is for whatever reason not returned to GE Rentals;
  - (b) all costs incurred in cleaning and decontaminating the Equipment including, if required by law or otherwise in GE Rentals' reasonable judgement, GE Rentals believes the Equipment or the operators have been exposed to harmful contaminants or substances such as asbestos or infectious diseases such as Covid 19;
  - (c) the full cost of repairing any damage to the Equipment except to the extent caused by GE Rentals, unless otherwise expressly agreed in this Hire Contract;
  - (d) stamp duty, GST and other taxes, all tolls, fines, penalties payable in respect of this Hire Contract or arising from the Customer's use of the Equipment;
  - (e) all costs incurred by GE Rentals in delivering and recovering possession of the Equipment to the extent that such costs exceed the Delivery Fee and the Collection Fee, except to the extent that GE Rentals caused or contributed to the additional cost;
  - (f) interest for late payment of amounts owed by the Customer at the Default Rate;

- (g) fees or charges payable by GE Rentals for payments made by the Customer by credit card;
- (h) the cost of fuels and consumables provided by GE Rentals;
- (i) any reasonable charges incurred by GE Rentals if GE Rentals is unable to inspect or carry out maintenance on the Equipment during normal working hours;
- (j) any additional Hire Charges if the Equipment is not ready and able to be collected by the time agreed with GE Rental on the Off-Hire Date; and
- (k) any reasonable costs and expenses incurred by GE Rentals in enforcing this Hire Contract due to the Customer's Default, including but not limited to, where the debt is passed to a third party for collection, debt commissions, legal fees and any out of pocket expenses.

5.6 Without limiting GE Rentals' rights under this Hire Contract, Customer authorises GE Rentals to charge any and all amounts due and payable by the Customer under this Hire Contract to the credit card and/or debit such amounts from any bank account notified by the Customer. The Customer agrees to ensure that sufficient funds are available to pay all amounts payable under this Hire Contract.

5.7 The Customer agrees that its obligation to pay amounts payable under the Hire Contract continues notwithstanding any defect in, breakdown, accident, loss, theft or damage to the Equipment; and is not subject to set-off or reduction for any reason.

## 6. Long Distance Location

If this Hire Contract relates to the hire of Equipment at a Long Distance Location, in addition to the amounts payable by the Customer pursuant to this Hire Contract, the Customer must pay the Long Distance Fees.

## 7. Warranties

The Customer warrants to GE Rentals that:

- 7.1 all information given to GE Rentals by the Customer in connection with the Hire Contract is correct and is not in any way misleading;
- 7.2 the Equipment will be used exclusively for the purposes for which it was hired;
- 7.3 the Customer has the right throughout the Hire Period to the use of, and access to, the Delivery Site and to allow GE Rentals access to the Delivery Site for the purposes provided for in the Hire Contract; and

7.4 in entering into the Hire Contract, the Customer has not relied upon any representation or statement made by GE Rentals or on its behalf.

## 8. Title to the Goods

Notwithstanding:

- 8.1 delivery of the Equipment to the Delivery Site;
- 8.2 the Customer's possession and use of the Equipment; or
- 8.3 the Customer's payments made under the Hire Contract;

GE Rentals retains sole ownership and title in the Equipment at all times and the Customer holds the Equipment in the capacity of bailee of the Equipment.

## 9. PPSA

9.1 This clause applies to the extent that this Hire Contract provides for a Security Interest.

9.2 If the Hire Period (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) is approaching 2 years, is expected to exceed 2 years, or has exceeded 2 years, the Customer acknowledges and agrees that GE Rentals may register a purchase money security interest (PMSI) under the PPSA in respect of the Equipment and this Hire Contract.

9.3 The Customer must promptly sign and deliver and documents and do any act that may be required by GE Rentals to enable registration of the Security Interest under the PPSA.

9.4 Where the PPSA applies to action taken by GE Rentals in relation to the Equipment, the Customer agrees that sections 116(2), 120, 125, 142 and 143 of the PPSA will not apply and waives its rights to receive any notices required under section 95, 118, 121, 123, 130, 132, 135 and 157 of the PPSA.

9.5 To assure performance of its obligations under this Hire Contract, the Customer hereby gives GE Rentals an irrevocable power of attorney to do anything GE Rentals considers the Customer should do under this clause 9, and GE Rentals may recover the cost of doing anything under this clause 9 from the Customer, including registration fees.

## 10. FLT Waiver

10.1 The Customer acknowledges and agrees that the FLT Waiver is not insurance and that the FLT Waiver does not apply to any damage to the Equipment howsoever caused and that the Customer shall be responsible for any and all damage to the Equipment occurring during the

- Hire Period, except to the extent such damage is caused by GE Rentals.
- 10.2 Where the Customer has paid the FLT Waiver Fee, GE Rentals waives its right to claim against the Customer for loss of the Equipment by reason of fire or theft if:
- (a) for theft, the Customer has promptly reported the theft to the police and provided GE Rentals with a copy of the written police report;
  - (b) the Customer has cooperated with GE Rentals and provided GE Rentals with details of the incident, including any written or photographic evidence required by GE Rentals;
  - (c) the theft or fire does not fall into one or more of the circumstances set out in clause 10.3 of these Terms and Conditions of Hire; and
  - (d) the Customer has paid the FLT Waiver Excess to GE Rentals.
- 10.3 GE Rentals will not waive its rights to claim against the Customer for fire or theft of the Equipment that:
- (a) has arisen as a result of the Customer's breach of this Hire Contract;
  - (b) has been caused by the Customer's negligent act or omission;
  - (c) has been caused by a lack of lubrication or a failure to properly service or maintain the Equipment, other than Agreed Servicing;
  - (d) has arisen as a result of misuse or abuse of the Equipment by the Customer;
  - (e) has been caused by overloading the Equipment or any of its components;
  - (f) has occurred whilst located or used at an unsecured building or construction site, including the Delivery Site;
  - (g) has arisen in connection with operation of the Equipment by the Customer in violation of any law, regulation or by-law;
  - (h) is caused by exposure to any corrosive or caustic substance;
  - (i) is to accessories including but not limited to gas bottles, fork slippers or lights;
  - (j) is to tyres or tubes;
  - (k) has arisen for any reason whilst located, used, loaded or unloaded, transported on or over or adjoining water, wharves, bridges, barges and vessels of all kinds.

## 11. Exclusion of Warranties and Liabilities

- 11.1 Where the Australian Consumer Law applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.
- 11.2 Otherwise, to the full extent permitted by law, all express and implied terms, conditions and warranties and guarantees (other than those terms expressly set out in the Hire Contract) are excluded.
- 11.3 Where GE Rentals is not able to exclude a guarantee, term, condition, warranty, undertaking, inducement or representation imposed by legislation in relation to this Hire Contract, to the extent permitted by law, GE Rentals' liability is limited, at GE Rentals' election to:
- (a) in the case of goods, the replacement or repair of the Equipment, or the cost of having the Equipment replaced or repaired; and
  - (b) in the case of services, supplying the services again or the cost of supplying the services again.
- 11.4 To the full extent permitted by law, GE Rentals will not be liable for any damage, injury or loss to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in connection with the hiring of the Equipment by the Customer.

## 12. Early Termination by GE Rentals

- 12.1 If the Customer breaches this Hire agreement and fails to rectify such breach within 7 days of written notice from GE Rentals requesting remedy of the breach, or if the Customer becomes bankrupt, insolvent or ceases business, then GE Rentals may:
- (a) terminate this Hire Contract; and/or
  - (b) take legal action to recover of all monies owed by the Customer; and/or
  - (c) repossess the Equipment (and is authorised to enter any premises where the Equipment is located to do so).
- 12.2 If GE Rentals terminates the Hire Contract under this clause 12, the FLT Waiver is immediately invalidated, and the Customer must immediately permit GE Rentals to access and collect the Equipment.
- 12.3 If the Customer fails to permit access for GE Rentals to collect the Equipment, without limiting the remedies available to GE Rentals, the Customer must pay to GE Rentals the full replacement cost of the Equipment in accordance with clause 5.5(a) of these Terms and Conditions

of Hire. Without limiting the foregoing, the Customer acknowledges and agrees that failure to return or facilitate the collection of the Equipment as required by this Hire Contract, can be criminal theft and may be immediately reported to the police.

- 12.4 Following collection of the Equipment, additional charges may apply in accordance with clause 5.5 of these Terms and Conditions of Hire.
- 12.5 Termination of the Agreement does not affect any rights GE Rentals has under this Hire Contract or at law or in equity.

### 13. Agreed Servicing of the Goods

If required, by GE Rentals, the Customer shall make the Equipment available for carrying out Agreed Servicing of the Equipment during normal working hours at the Delivery Site or another location approved in writing by GE Rentals. GE Rentals shall notify the Customer in advance of carrying out Agreed Servicing. GE Rentals may remove the Equipment from the Delivery Site if necessary to undertake the Agreed Servicing and if required provide substitute Equipment. The use of such substitute Equipment shall be subject to the Hire Contract as though it was the original Equipment.

### 14. Servicing outside Agreed Servicing

The Customer acknowledges that Agreed Servicing shall not include any necessary services, repairs and part replacements due to or arising from:

- 14.1 accidental or deliberate damage;
- 14.2 operation, maintenance or use of the Equipment (whether negligent or otherwise) not in accordance with these Terms and Conditions of Hire;
- 14.3 any modification, adjustment or repair to the Equipment not undertaken by GE Rentals; or
- 14.4 any other cause (except fair wear and tear) which is not due to GE Rentals' neglect or default.

### 15. Exclusion of Liabilities

- 15.1 To the full extent permitted by law GE Rentals shall have no liability whatsoever to the Customer for any indirect or consequential loss or damage, including, but not limited to, wasted costs, loss of business opportunity, loss of profit, loss of income or loss of data, whether suffered by the Customer or a third party, arising out of or in connection with the provision of the Equipment pursuant to the Agreement.
- 15.2 GE Rentals will make every reasonable effort to maintain availability of the Equipment but, to the full extent permitted by law, will not be liable for any downtime, wasted costs, damage or loss, including consequential damage or loss, incurred by the Customer as a result of the provision of any

service, maintenance or repair to Equipment under the Hire Contract.

### 16. Force Majeure

- 16.1 If either party is affected by Force Majeure it shall immediately notify the other party and give full details of the nature and extent of the circumstances in question.
- 16.2 Notwithstanding any other provision of the Hire Contract neither party shall be deemed to be in breach or otherwise be liable to the other for any delay in the performance or the non-performance of any of its obligations under the Agreement (other than payment obligations), to the extent that the delay or non-performance is due to Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 16.3 Upon completion of the event of Force Majeure the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under the Hire Contract.
- 16.4 Where Force Majeure delays or prevents the return of the Equipment, the parties agree that the Hire Period shall be extended to the end of the Force Majeure (or longer as agreed) and the Customer agrees to pay the Hire Charges for the entire Hire Period, including the period of extension caused by the Force Majeure.

### 17. Indemnities

- 17.1 The Customer indemnifies GE Rentals against:
- (a) liability for any death, injury or damage to any person or property arising from the Customer's possession or use of the Equipment;
- (b) any liability which GE Rentals may incur under any legislation by reason of the use of the Equipment for any purpose other than as stated by the Customer to GE Rentals;
- (c) anything done by GE Rentals in exercise or purported exercise of GE Rentals' rights under the Hire Contract;
- (d) any claim affecting GE Rentals' interest in or title to the Equipment and any action taken by GE Rentals to protect such interest and title; and
- (e) any breach by the Customer of its obligations under the Hire Contract.
- 17.2 Each indemnity in this clause is a separate and independent obligation and continues after termination or expiry of the Hire Contract.

**18. Severance**

If any provision of these Terms and Conditions of Hire is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

**19. Governing Law**

19.1 This Hire Contract is a payment claim under the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building and Construction Industry Security of Payment Act 2002 (Vic), Building and Construction Industry Payments Act 2004 (Qld), Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry (Security of Payment) Act 2009 (ACT), Building and Construction Industry Security of Payment Act 2009 (Tas) and/or the Construction Contracts (Security of Payments) Act 2004 (NT).

19.2 This Agreement is governed by the law of the state of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of that Victoria.

**20. Waiver**

No waiver by GE Rentals of any default, breach or repudiation by the Customer will affect GE Rentals' rights in respect of any further or continuing default, breach or repudiation.

**21. Assignment**

21.1 GE Rentals may sell, assign, sub-contract or license all rights and obligations under the Hire Contract or to the Equipment without the Customer's consent.

21.2 The Customer is not permitted to sell, assign, sub-contract or license any of its rights or obligations under the Hire Contract without first obtaining GE Rentals' written consent.

**22. Notices**

22.1 Any notice to be given must be addressed to the relevant party at the address or email address set out in the Hire Contract or at the address or email address last notified by each party to the other in writing.

22.2 Notices may be hand delivered, sent by pre-paid mail or email.

22.3 Notices sent:

- (a) by pre-paid mail will be taken to be received on the third Business Day after posting; and
- (b) by email will be taken to be received on production of a delivery receipt from the computer or other device from which the email was sent, indicating a successful transmission of the email.

**23. Privacy**

GE Rentals will collect, use and disclose the Customer's personal information in accordance with the Privacy Act 1988 (Cth) and its privacy policy which can be located at: [www.gerentals.com.au](http://www.gerentals.com.au). Other than in the circumstances allowed under the *Privacy Act 1988* or GE Rentals' privacy policy, GE Rentals will not disclose such personal information to other parties. The Customer may contact GE Rentals at any time to access or change any personal information provided to GE Rentals.