

## **UNDERCOVERSW TERMS AND CONDITIONS**

### **1. Definitions**

- 1.1. "Supplier" shall mean Undercoversw its successors and assigns or any person acting on behalf of and with the authority of Undercoversw.
- 1.2. "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Supplier to the Customer.
- 1.3. "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4. "Goods" shall mean all Goods (but not Equipment as defined below) supplied by the Supplier to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Supplier to the Customer.
- 1.5. "Equipment" shall mean all Equipment supplied on hire by the Supplier to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and is as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by the Supplier to the Customer.
- 1.6. "Stipulated Hire Period" shall mean the Stipulated Equipment hire period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Customer.
- 1.7. "Services" shall mean all Services supplied by the Supplier to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods and/or Equipment as defined above).
- 1.8. "Price" shall mean the price payable for the Goods or the Equipment as agreed between the Supplier and the Customer in accordance with clause 4 of this contract.

### **2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**

- 2.1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

### **3. Acceptance**

- 3.1. Any instructions received by the Supplier from the Customer for the supply of Goods and/or Equipment and/or the Customer's acceptance of Goods and/or Equipment supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 3.2. Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 3.3. Upon acceptance of these terms and conditions by the Customer the terms and

conditions are binding and can only be amended with the written consent of the Supplier.

- 3.4. The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.
- 3.5. Goods and/or Equipment are supplied by the Supplier only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

#### **4. Price And Payment**

- 4.1. At the Supplier's sole discretion the Price shall be either: (a) as indicated on invoices provided by the Supplier to the Customer in respect of Goods and/or Equipment supplied; or (b) the Supplier's quoted Price (subject to clause 4.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within thirty (30) days.
- 4.2. The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.
- 4.3. At the Supplier's sole discretion a non refundable deposit may be required.
- 4.4. At the Supplier's sole discretion a bond may be required which shall be refunded upon the return of the Equipment in a condition acceptable to the Supplier.
- 4.5. At the Supplier's sole discretion:
  - (a) payment shall be due on delivery of the Goods and/or Equipment; or
  - (b) payment for approved Customers shall be due ten (10) days following the end of the month in which a statement is posted to the Customer's address or address for notices.
- 4.6. Time for payment for the Goods and/or Equipment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.7. Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by credit card (plus a surcharge of up to two percent (2%) of the Price) or by any other method as agreed to between the Customer and the Supplier.
- 4.8. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

#### **5. Delivery**

- 5.1. At the Supplier's sole discretion delivery of the Goods and/or Equipment shall take place when:
  - (a) the Customer takes possession of the Goods and/or Equipment at the Supplier's address; or
  - (b) the Customer takes possession of the Goods and/or Equipment at the

Customer's nominated address.

- 5.2. At the Supplier's sole discretion the costs of delivery are:
  - (a) in addition to the Price; or
  - (b) for the Customer's account.
- 5.3. The Customer shall make all arrangements necessary to take delivery of the Goods and/or Equipment whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods and/or Equipment as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery.
- 5.4. Delivery of the Goods and/or Equipment to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 5.5. The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
- 5.6. The Supplier shall not be liable for any loss or damage whatsoever due to failure by the Supplier to deliver the Goods and/or Equipment (or any of them) promptly or at all, where due to circumstances beyond the control of the Supplier.

## **6. Risk For Goods**

- 6.1. If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 6.2. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 6.3. Where the Customer expressly requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk and it shall be the Customer's responsibility to ensure the Goods are insured adequately or at all.

## **7. Title To Goods**

- 7.1. The Supplier and Customer agree that ownership of the Goods shall not pass until:
  - (a) the Customer has paid the Supplier all amounts owing for the particular Goods; and
  - (b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.
- 7.2. Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.
- 7.3. It is further agreed that:

- (a) where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and
- (b) until such time as ownership of the Goods shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Supplier shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Customer fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods; and
- (e) the Customer is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to the Supplier for the Goods, on trust for the Supplier; and
- (f) the Customer shall not deal with the money of the Supplier in any way which may be adverse to the Supplier; and
- (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Supplier; and
- (h) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Supplier will be the owner of the end products.

## **8. Defects**

- 8.1. The Customer shall inspect the Goods and/or Equipment on delivery and shall within three (3) hours of delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods and/or Equipment within a reasonable time following delivery if the Customer believes the Goods and/or Equipment are defective in any way. If the Customer shall fail to comply with these provisions the Goods and/or Equipment shall be presumed to be free from any defect or damage. For defective Goods and/or Equipment, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods and/or Equipment or repairing the Goods and/or Equipment except where the Customer has acquired Goods and/or Equipment as a consumer within the meaning of the Trade Practices Act 1974

(CWlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase Price of the Goods or the Price of the Equipment hire, or repair of the Goods and/or Equipment, or replacement of the Goods and/or Equipment.

- 8.2. Goods and/or Equipment will not be accepted for return other than in accordance with 8.1 above.

## **9. Returns Of Goods**

- 9.1. Returns of Goods and/or Equipment will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 8.1; and
  - (b) the Supplier has agreed in writing to accept the return of the Goods and/or Equipment; and
  - (c) the Goods and/or Equipment are returned at the Customer's cost within three (3) hours of the delivery time; and
  - (d) the Supplier will not be liable for Goods and/or Equipment which have not been stored or used in a proper manner; and
  - (e) the Goods and/or Equipment are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.2. Returned Goods may (at the Suppliers sole discretion), incur restocking and handling fees.

## **10. Warranty**

- 10.1. For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

## **11. Default & Consequences Of Default**

- 11.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2. In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by the Supplier.
- 11.3. If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.
- 11.4. Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods and/or Equipment to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause.

- 11.5. If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 11.6. Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
  - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

## **12. Security And Charges**

- 12.1. Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:
- (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
  - (b) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
  - (c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12.1.

## **13. Cancellation**

- 13.1. The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods and/or Equipment at any time before the Goods and/or Equipment are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
- 13.2. In the event that the Customer cancels delivery of Goods and/or Equipment the

Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

- 13.3. Cancellation of orders for Goods and/or Equipment made to the Customer's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

#### **14. Privacy Act 1988**

- 14.1. The Customer and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 14.2. The Customer and/or the Guarantor/s agree that the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by Customer; and/or
  - (b) to notify other credit providers of a default by the Customer; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
  - (d) to assess the credit worthiness of Customer and/or Guarantor/s.
- 14.3. The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 14.4. The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time:
- (a) provision of Goods and/or Equipment; and/or
  - (b) marketing of Goods and/or Equipment by the Supplier, its agents or distributors in relation to the Goods and/or Equipment; and/or
  - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods and/or Equipment; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
  - (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Equipment.
- 14.5. The Supplier may give information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer; and/or
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

## **15. Unpaid Supplier's Rights**

- 15.1. Where the Customer has left any item of the Customer's with the Supplier for repair, modification, exchange or for the Supplier to perform any other Service in relation to the item and the Supplier has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Supplier shall have:
  - (a) a lien on the item;
  - (b) the right to retain the item for the Price while the Supplier is in possession of the item;
  - (c) a right after three (3) months to sell the item.
- 15.2. The lien of the Supplier shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

## **16. General**

- 16.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.
- 16.3. The Supplier shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions.
- 16.4. In the event of any breach of this contract by the Supplier the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods or the Price of the Equipment hire.
- 16.5. The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Supplier.
- 16.6. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 16.7. The Customer agrees that the Supplier may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Customer of such change.
- 16.8. The Supplier shall not be liable but the Customer shall remain liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond their reasonable control.
- 16.9. The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

## **Terms Applicable To Equipment Hire Only**

### **17. Hire Period**

- 17.1. The Minimum hire period is eight (8) hours, daily rate is based on twenty-four (24) hours, weekly rate is based on seven (7) days, all other periods are by



agreement.

- 17.2. Hire Charges shall commence from the time the Equipment is collected by the Customer from the Supplier's premises and will continue until the return of the Equipment to the Supplier's premises, and/or until the expiry of the Stipulated Hire Period, whichever last occurs.
- 17.3. If the Supplier agrees with the Customer to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves the Supplier's premises and continue until the Customer notifies the Supplier that the Equipment is available for collection, and/or until the expiry of the Stipulated Hire Period, whichever last occurs.
- 17.4. The Customer shall be responsible for free access by the Supplier to the site on which the Equipment is located. If there are any delays due to free access not being available then the Customer shall be responsible and shall reimburse the Supplier for all lost hire fees associated with the Equipment being unavailable. The Customer shall also be responsible for all other expenses and costs incurred by the Supplier due to delays in access to the Equipment.
- 17.5. No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless the Supplier confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Customer notifies the Supplier immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Customer.

## **18. Risk For Equipment**

- 18.1. The Supplier retains ownership in the Equipment at all times nonetheless all risk for the Equipment passes to the Customer on delivery.
- 18.2. The Customer accepts full responsibility for the safekeeping of the Equipment and indemnifies the Supplier for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer.
- 18.3. The Customer will insure, or self insure, the Supplier's interest in the 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 effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 18.4. The Customer accepts full responsibility for and shall keep the Supplier 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 Equipment during the hire period however arising and whether or not arising from any negligence, failure or omission of the Customer or any other persons.

## **19. Title To Equipment**

- 19.1. The Equipment is and will at all times remain the absolute property of the Supplier.

- 19.2. If the Customer fails to return the Equipment to the Supplier when required then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated as the invitee of the Customer and take possession of the Equipment, without being responsible for any damage thereby caused.
- 19.3. The Customer is not authorised to pledge the Supplier's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

## **20. Damage, Loss And Theft Waiver**

- 20.1. Upon receipt of payment from the Customer of the damage waiver fee (as specified by the Seller prior to the commencement of the Hire Period) and subject to the conditions of clause 20.2, the Supplier shall be responsible for the cost of repairs or replacement of the Equipment, due to theft, loss or damage caused by fire, storm, earthquake, collision, accident, theft or burglary occurring during the hire period.
- 20.2. The provisions given to the damage, loss and theft waiver are:
- (a) the waiver shall not cover any theft, loss or damage which may be caused or partly caused by or arise through;
    - (i) the Customers negligence, abuse or misuse of the Equipment; or
    - (ii) transportation of the Equipment, (including while on any wharf, bridge or over water) or while the Equipment is being loaded or unloaded from any vehicle or vessel; or
    - (iii) failure on the part of the Customer to properly maintain any Equipment; or
    - (iv) failure on the part of the Customer to follow any instructions or guidelines provided by the Supplier; or
    - (v) any use of any Equipment other than for any application specified on the Hire Form; or
    - (vi) the continued use of any Equipment after any damage becomes apparent or would have become apparent to a reasonably prudent operator or user.
  - (b) the waiver in no way entitles the Customer or implies availability of compensation from the Supplier for any liability incurred by the Customer in relation to the use of the Equipment.
  - (c) the provisions of the waiver shall cease upon termination of the Hire Form unless an extension is granted by the Supplier in writing and an additional damage waiver fee is paid.
- 20.3. The Customer is not required to pay a damage waiver fee where they can produce evidence to the Supplier of a current Certificate of Currency for an appropriate policy of insurance for damage to or arising from the hire of the Equipment for an amount not less than the full new replacement cost of the Equipment.

## **21. Customer's Responsibilities**

- 21.1. The Customer shall:

- (a) notify the Supplier immediately by telephone of the full circumstances of any mechanical breakdown, damage or accident. The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification.
- (b) satisfy itself at commencement that the Equipment is suitable for its purposes;
- (c) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by the Supplier or posted on the Equipment;
- (d) ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to the Supplier upon request;
- (e) comply with all occupational health and safety laws relating to the Equipment and its operation;
- (f) on termination of the hire, the Customer shall deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to the Supplier;
- (g) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment ;
- (h) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- (i) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
- (j) not exceed the recommended or legal load and capacity limits of the Equipment;
- (k) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;

21.2. Immediately on request by the Supplier the Customer will pay:

- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Supplier;
- (b) all costs incurred in cleaning the Equipment;
- (c) the cost of repairing any damage to the Equipment caused by the negligence of the Customer or the Customer's agent;
- (d) the cost of repairing any damage to the Equipment caused by vandalism, or (in the Supplier's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer;
- (e) the cost of fuels and consumables provided by Supplier and used by the Customer.

*I have read and understand the TERMS AND CONDITIONS OF TRADE of Undercoversw and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I shall be personally liable for the performance of the customer's obligations under this contract.*

**Customer to sign**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**FOR DIY LASER IN A BOX  
HIRES ONLY**

**LICENCE NUMBER:**

(A COPY OF LICENCE WILL BE TAKEN ON  
PICK UP / DELIVERY OF PHASERS)