|  |  |  |  |
| --- | --- | --- | --- |
| **BUSINESS CUSTOMERS** | | | |
| BUSINESS NAME: |  | ABN/ACN: |  |
| CONTACT: |  | PHONE: |  |
| EMAIL: |  | | |
| ADDRESS: |  | | |

|  |  |  |  |  |  |  |  |  |  |  |
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| **CUSTOMER DETAILS** | | **\*ALL PERSONS LISTED BELOW MUST ADVISE US IMMEDIATELY IF ANY OF YOUR DETAILS CHANGE \*** | | | | | | | | |
| MAIN CONTACT NAME: | | |  | | | | | | | |
| CONTACT NUMBERS - HOME: | | |  | | | MOBILE: |  | | | |
| EMAIL: |  | | | | | | | | DRIVERS LICENCE COPIED | |
| ADDRESS: |  | | | | | | | | | |
| SUBURB: |  | | | STATE: |  | | | POSTCODE: | |  |
|  | | | | | | | | | | |
| ALTERNATE CONTACT NAME: | | |  | | | | | | | |
| CONTACT NUMBERS - HOME: | | |  | | | MOBILE: |  | | | |
| EMAIL: |  | | | | | | | | | |
| ADDRESS: |  | | | | | | | | | |
| SUBURB: |  | | | STATE: |  | | | POSTCODE: | |  |

I agree to receive correspondence from the owner by SMS &/or EMAIL using the contact details above.

**You agree that no notices or correspondence will be sent via posted mail. It is your obligation to update ALL of your contact detail as listed above when necessary.**

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| **DELIVERY / PICKUP / STORAGE DETAILS** | | | | NBS: | | | | OFFSITE: |
| PREFERRED DELIVERY: | DATE: | |  | TIME: | (we will call to confirm delivery time) | | | |
| DOOR POSITION: | FRONT: | | BACK: | DOORS FACING FRONT/BACK OF TRUCK | | | | |
| **NB: CLEARANCE OF 21.5M REQUIRED TO LOAD AND UNLOAD A 20FT CONTAINER** | | | | | | | | |
| SITE CONTACT: | |  | | | | PHONE NUMBER: |  | |
| DELIVERY ADDRESS: | |  | | | | | | |
| SPECIAL INSTRUCTIONS: | |  | | | | | | |

**IMPORTANT**

1. **Maximum total weight to be transported including the container is 7 Tonne.**
2. **If the load exceeds 7 Tonne another truck must be used and quotation adjusted accordingly**

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| **CONTAINER DETALS & FEES** | | | | OWN CONTAINER | | | NBS CONTAINER: | |
| HIRE PERIOD: | FROM: |  | | | | TO: |  | |
| **AND THEN EXTENDED AUTOMATICALLY UNTIL 30 DAYS NOTICE IS GIVEN BY EITHER PARTY.** | | | | | | | | |
| CONTAINER COST PER CALENDAR MONTH:  SECURITY DEPOSIT: | | | $  $ | | CONTAINER DELIVERY / PICKUP / RELOCATION COST | | | $ |
| LATE PAYMENT FEE: $............ APPLIED ……….. AFTER DUE DATES. FEE FOR ANY CHEQUE RETURNED UNPAID $........... PLUS BANK FEE $........... | | | | | | | | |
| **NB: DELIVERY, PICKUP & RELOCATING FEE IS CHARGED FROM DEPOT TO DEPOT.** | | | | | | **\* ALL FEES INCLUDE GST, EXCEPT THE LATE FEE** | | |

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| **PAYMENT OPTIONS** | |
| CREDIT CARD EFTPOS  CASH | |
| TYPE:  MASTERCARD  VISA | |
| CREDIT CARD NUMBER: |  |
| EXPIRY DATE: ………../………./……… CVC:…………….. | |

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| **ACCEPTANCE** | | |
| I/We acknowledge, understand and accept all terms and conditions. I/We agree and acknowledge by signing this form we are leagally bound by the terms and conditions here and overleaf. | | |
| HIRER SIGNATURE: |  | DATE: |
| HIRER SIGNATURE: |  | DATE: |

**CONDITIONS OF HIRE**

**“Subject to and pursuant to hire purchase Act 1959”**

**1. RESPONSIBILITY**

1.1 The responsibility of the container by the hirer commenced from the hire date as it appears on the Container Hire Agreement Form.

1.2 You must not store hazardous dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods in containers

1.3 The hirer agrees to accept full responsibility for any loss or damage to the container throughout the hire period as per the Container Hire Agreement start and finish dates. If the container incurs any damage or if the container is lost or stolen during the hire period, the owner shall be entitled to recover from the hirer the costs of repair or replacement of the container as a liquidated debt. The hirer shall regularly inspect the container and will immediately notify the owner should there be any loss or damage to the container during the hire period.

1.4 The hirer agrees that they will not move the container from the place at which it was delivered without first obtaining the written permission from the owner. Relocations are to be carried out by the owner and/or its agent only.

**2. TERMINATION OF AGREEMENT**

2.1 Upon termination of hiring, the hirer shall remove all goods from the container and ensure the container is clean and empty and be in the same condition as it was delivered. Should the hirer fail to do so, the hirer hereby appoints the owner of their agents to do so.

2.2 On termination of hire, the hirer agrees to ensure the owner or his agent has reasonable access for a vehicle for the purpose of loading the container/s referred to in this agreement. As a result of the hirer not providing reasonable access to the container or due to wet weather and the access not being sealed, the hirer shall reimburse the owner for any additional expenses (e.g. crane hire) incurred in the pick up of the container at the termination of the hire. A minimum fee of $110.00 will be charged should the container not be available for collection on the arranged date.

2.3 The hirer hereby authorises the owner to remove any goods from the container and place such goods at the site from which the container is collected by the owner or any other premises apparently occupied by the hirer or to sell such goods and apply the proceeds to the payment of any charges due by the hirer to the owner. The owner shall be entitled to retain any surplus proceeds of such sale absolutely. The hirer warrants that only goods owned by the hirer.

2.4 Termination notice needs to be one-month (30 days) notice provided in writing. Minimum hire is one-month hire + one month security deposit. There will be no refunds for early termination due to change in circumstances.

**3. FAILURE TO PAY**

3.1 The hirer hereby irrevocable authorises the owner to enter upon property occupied by the hirer OR wherever notified by the hirer that the container is stored, for the purpose of removal of the container/s leased to the hirer empty or loaded. The owner accepts no liability for any damage to the container/s or to the goods in loaded container/s in so doing should the following occur:

1. The hirer defaults in payment on any monies which become due and owing to the owner**. Payment of hire fee monies to be one (1) calendar month in advance at all times to the owner.**
2. Should any circumstances arrive whereby the owner’s interest in the container/s may be jeopardised.
3. Should authorities (ie council, landlord) request the container/s to be removed from property

3.2 The hirer hereby indemnifies the owner in respect of all claims or costs which may be made by any third party arising out of any action taken by the owner pursuant to sub-clause 2.2 and 3.1.

**9. ACKNOWLEDGMENT**

Please signify your acceptance of this agreement by signing and returning this agreement before delivery of container/s. Failure to sign the agreement deems the owner to enforce the above terms at its own discretion.

**8. EMERGENCY CALL OUT FEE**

$200.O0 minimum for after-hours/emergency call out fee.

**7. COLLECTION FEE**

$110.O0 minimum (if container has been called off hire but is not available when the driver goes to pick it up).

**6. REPLACEMENT COSTS**

Replacement cost of 20’ General Purpose container is approx. $A4,000.00. Replacement cost of 2ft high cube container is approx. $A4,500.00.

**5. PAYMENT TERMS**

Payment must be kept one month in advance at all times either by direct debit, cash payment or credit card. An overdue account fee of 10% of the total outstanding monies will be incurred for late payments over one calendar month.

**4. INSURANCE**

Insurance of the contents of the container/s is the responsibility of the hirer. The owner shall not be responsible, whether in negligence or otherwise, for loss or damage or deterioration of any good stored in the container/s, howsoever caused.