

United Rentals Australia Pty Ltd ABN 38 069 244 417 (“UR”)

Standard Terms and Conditions of Relocation

FOR NSW CUSTOMERS - Disclosure under Fair Trading Act 1987 NSW. Please note that to the extent permitted by law, these terms and conditions:

- allow us to apply fees for late payment of amounts you owe.
- provide that entry into our or third party sites is at customer’s risk.
- give us the right to dispose of goods to satisfy unpaid charges including where goods are uncollected.
- exclude all warranties and guarantees we don’t expressly give in writing. Where permitted, we also limit our liability for consumer guarantees to supplying the relevant goods or services again or the cost of doing so. We also exclude our liability for indirect or consequential loss.

Please refer to the terms and conditions below for more detail. Subject to our privacy policy (available on our website) our terms also permit us to provide, to a third party, data about you in a form that may enable the third party to identify you.

1. UR is not a common carrier and accepts no liability as such. The carriage, handling, storage and transportation (collectively “Carriage”) of all containers, equipment, materials and goods (collectively “Goods”) by or on behalf of UR is subject to these terms and conditions.
2. The party for whose benefit UR performs the Carriage including any agent of that party (“Customer”) must pack, label and secure the Goods to comply with all applicable transport regulations, so that they will not shift during Carriage and so as to withstand the ordinary risks of Carriage having regard to the nature of the Goods. The Customer agrees to pay UR the Carriage charges within 14 days of invoice. UR reserves the right to add a credit card surcharge reflecting its actual costs of offering payment by credit card. UR accepts Visa, Mastercard and American Express payments.
3. Subject to clause 8, UR excludes all terms, conditions and warranties implied by statute, general law or custom.
4. Subject to clause 8, and only if the Carriage is not supplied under a regulated transaction:
 - a. UR excludes all liability to the Customer for acts or omissions of UR in tort, contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay in delivery;
 - b. the Customer releases and discharges UR and its employees, agents, or subcontractors from, and must not seek to hold any of them responsible for, all actions, liabilities, losses, damages, expenses, costs, and claims, whether at law, in equity or the provisions of statute, arising out of or in connection with the Carriage, any loss of or damage to, or caused by, the Goods or any delay in delivery.
5. For the purposes of clause 4 a regulated transaction is a transaction to which section 47A of the *Fair Trading Act 1987* NSW applies or a consumer contract or a small business contract for the purposes of section 23 of the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
6. The Customer indemnifies UR from and against all and any costs, expenses, claims, demands, liabilities, causes of action, proceedings, judgments, fines and penalties in respect of damage to or loss of property, and injury to or disease or death of any person, in any way caused by or to the extent contributed to by the Customer or by the Goods, and in respect of any non-compliance by the Customer with the provisions of clauses 2 or 17(b).
7. Subject to clause 8, UR is not liable for any indirect, economic, special or consequential loss or damage, including, without limitation, any loss of business or revenue, loss of profits, loss of opportunity, loss of goodwill, anticipated savings or expenses in connection with or arising out of the Carriage.
8. Some legislation including the Australian Consumer Law provides rights to the Customer which cannot be excluded or modified. Notwithstanding anything herein contained, these terms and conditions are subject to all such non-excludable provisions including those in the Australian Consumer Law.
9. If in connection with the Carriage the Customer or its employees, agents or subcontractors enter sites controlled or owned by UR or third parties, such entry will be at the Customer’s risk and liability, and the Customer must do all things reasonably required to minimise any disruption to UR or the third parties (as the case may be) caused by such entry on those sites.

10. The Customer will be liable for and must pay any duty, tax, impost or outlay in connection with the Goods and the provision of the Carriage, and the Customer indemnifies UR in respect of those duties, taxes, imposts and outlays. The Customer must pay any such duty, tax, impost or outlay as soon as it becomes due or immediately on request by UR, whichever occurs first.
11. To the extent permitted by s.64A of the Australian Consumer Law in respect of services other than of a kind ordinarily acquired for personal, domestic or household use or consumption UR's liability in respect of Carriage is limited at UR's election to:(a) UR undertaking the Carriage again; or (b) the cost of having the Carriage supplied again.
12. The provisions governing Carriage by UR are subject to force majeure. Force majeure includes but is not limited to an act of God, strike, lockout, pandemic, act of public enemy, war, blockade, act of terrorism, revolution, riot, insurrection, civil commotion, lightning, fire, storms, flood, explosion, act of State, government restraints and restrictions, embargoes, availability or equipment, plant, goods and the like, or any other cause, all such events not being reasonably within the control of UR.
13. UR may subcontract part or the whole of the Carriage to any party. Without prejudice to any rights of UR, any subcontractor or agent engaged by UR is entitled to the benefit of these terms and conditions, including all rights and exclusions and limitations of liability.
14. UR gives no warranty as to the time or date of the departure or arrival of UR or its agent's or subcontractor's vehicles or the Goods.
15. Carriage commences when the Goods are accepted by UR, its agents or subcontractors for transport and is completed when the Goods are delivered as agreed.
16. The route taken by any vehicles of UR, its agents or subcontractors, the manner of Carriage and the selection or use of any plant or storage facility is at the discretion of UR, its agents or subcontractors.
17. The Customer warrants to UR that:
 - (a) it has in place prior to the Carriage, adequate insurance coverage over the Goods for the Carriage of the Goods (including transit insurance and insurance for third property damage, injury or death) with a reputable insurer, and acknowledges and agrees that UR, its agents or subcontractors do not take responsibility for such insurance;
 - (b) it has fully, accurately and adequately described the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (inclusive of the Australian Code of Transport of Dangerous Goods by Road and Rail and UR's Hazardous Goods Freight Declaration) about the notification, classification, description labelling, transport and packaging of the Goods;
 - (c) it is either the owner or the authorised agent of the owner of the Goods and has full power and authority to deal with the Goods; and
 - (d) it is authorised to accept these terms and conditions for itself and the receiver as well as any other person for whom the Customer is acting or any other person having an interest in the Goods.
18. UR will have no liability arising from or in connection with any non-compliance by the Customer with the provisions of clauses 2 or 17(b).
19. UR has a particular and general lien on the Goods and any documents relating thereto and on any other goods of the Customer which are in, or may come into, the possession of UR or any documents relating thereto for all sums payable by the Customer to UR. Where the debt remains unsatisfied for a period of 7 (seven) days from the date which UR gives notice of the exercise of lien to the Customer (or owner), UR will have the right to sell any such Goods or goods or documents by public auction or private treaty without further notice to the Customer. UR may apply any proceeds realised from such sale toward satisfaction of any monies owing and all proper charges and expenses in relation to the exercise of the lien and the sale of the Goods or goods. UR will remit any surplus proceeds to the Customer.