



www.premierrentals.com.au

ABN 12 123 208 908

Equipment Rental Agreement

AUSTRALIA-WIDE CALL 1300 285 724

Head Office:

PO Box 6062

Silverwater NSW 1811

NATIONAL SALES, RENTALS & SERVICE

• MELBOURNE • SYDNEY • BRISBANE • CANBERRA • ADELAIDE • PERTH • HOBART • DARWIN

FOR OFFICE USE ONLY

CUSTOMER CODE:

CREDIT LIMIT:\$

CUSTOMER NAME:

CONTRACT NO.:

Contract No.:		Master Contract?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Contract Term?	<input type="checkbox"/> Long <input type="checkbox"/> Short
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Trading Name:

Equipment Details (If multiple units are required, please tick , complete "Annexure A" separately, and go directly to "Renters Details" on page 3 of this document.)

Make	Model	Product Description and Accessories	Serial #	Barcode # or Asset #

Equipment Location - the equipment must not be moved from this location (see clause 3)

Business Name: Contact:

Location Address: State: Post Code:

Tel #: Fax #: Email:

A Monthly Payments Intervals: Monthly in Advance Term Months

Has your Direct Debit Request (DDR) form been completed (see page 4)? Yes No

Would you like Breakdown Cover? Yes No (see Section 5)

Rental (\$) ex GST	Breakdown Cover (\$) ex GST	Online Tracking (\$) ex GST	Subtotal (\$) ex GST	GST (\$)	TOTAL (\$/mth - incl GST)	Initials

This contract will constitute a valid tax invoice for rent payments on the earlier of the scheduled payment date or date of payment. You authorise us to withdraw the monthly payment in the DDR (see page 4)

B One-Off Payment Acceptance of this payment does not constitute acceptance of this agreement by Premier Rentals

Security Bond (\$) <small>No GST applies. See Section 4 on page 5.</small>	Delivery (\$) ex GST	Pro Rata ex GST e.g Daily Rent	Other (\$) ex GST	Subtotal (\$) ex GST	GST (\$)	TOTAL One-Off Payment	Initials

Residual \$..... (see section 9.2 of Terms and Conditions)

Acceptance by Renter *By signing this agreement you agree to be bound by its Terms & Conditions*

Full Name: Witness Full Name:

Position: Witness Signature:

Signature: Date: / /

Acceptance by Premier Rentals **Only by signing this agreement do we agree to be bound by its Terms & Conditions*

Accepted on the: day of: 20.....

Authorised Person (Full Name): Position:

Signature:

Renters Details

Company Name: ABN:

Billing Address:.....Postcode:.....Email:.....

In business for:yrs Nature of business:

Type of entity: Company Partnership Sole Trader Accountant:

Contact: Tel #: Fax #:

Are premises: Owned Rented: If rented: Landlords full name:

Tel #: Fax #: Email:

Directors / Partners / Proprietors Details:

Surname: Given Name(s): H. Tel #: D.O.B.

Residential Address: State: Post Code:

Email: Driv. Lic. #:

Surname: Given Name(s): H. Tel #: D.O.B.

Residential Address: State: Post Code:

Email: Driv. Lic. #:

Trade/Credit Reference 1: Tel #:

Trade/Credit Reference 2: Tel #:

Privacy Act Authorisation**Acknowledgement and Consent of Lessee for the purposes of the Privacy Act 1988 and Privacy Amendment (Private Sector) Act 2000**

In this Acknowledgement and Consent the singular includes the plural and vice versa. Any reference to: "information" means information that identifies me or from which my identity can be reasonably ascertained; "you" means Premier Rentals. I have a right to access information about me handled by you. You have the right to limit access in certain circumstances. You can be contacted at your address listed on this application.

You propose to collect, use and/or disclose information about me for the purposes of, primarily, providing me with finance, to be secured by a charge over my land, for an equipment lease or hire-purchase of the asset(s) identified in the application. Your purpose includes doing all things necessary to provide that finance including assessing my application, managing my account, recovering any money that I owe, and/or financing another product (currently or in the future) to me. The collection, use and disclosure by you of information about me are subject to the Privacy Act.

By signing this acknowledgement, I authorise and consent to you collecting, using and disclosing information about me in the following circumstances:

- To and from a credit reporting agency information in order to collect a consumer or commercial credit report about my consumer or commercial credit worthiness or financial capacity including: a) particulars about me which allow me to be identified; b) the fact that I have applied for credit and the amount c) the fact that you are a current credit provider to me; d) payments which become overdue more than 60 days, and for which collection action has commenced e) advice that payments are no longer overdue; f) cheques drawn by me for \$100 or more which have been dishonoured more than once; g) your opinion that I have committed a serious credit infringement; h) advice that credit provided to me by you has been paid or otherwise discharged.
- To and from your credit providers and/or funders, in relation to the assessment of my finance application, management of my account, and collection of overdue payments. Information exchanged can include anything about my credit worthiness or credit history that credit providers are allowed to exchange under the Privacy Act.
- To and from others who perform a function or service for, you, such as agents and other third parties, including introducers, debt collection/mercantile agents, archivers, valuers, solicitors or accountants, securitisers and assignees.
- To and from government authorities or others to enable you to identify me and verify information that I have provided, manage repayments and protect the secured land(s) or asset(s) that you own. This may be to locate me or us or the asset(s). It may include searches of electoral roll(s), land titles, business names or ASIC, bankruptcies and court judgments, and telephone numbers.
- To and from each of us and our authorised representatives and you, including my introducer, legal or financial advisers, referees, and employer. I further acknowledge that if I provide information about any other individual(s) to you, that I will ensure that he/she is made aware that you have his/her information, the purposes (and persons involved) in the collection, use and/or disclosure of the information by you, and that you can be contacted (including to access that information) on the address stated on the application.

I further acknowledge that this consent will continue until the earlier of you having achieved the purposes of collection, use and/or disclosure or you having accepted in writing my revocation of it. I acknowledge that such acceptance would be subject to me having met all outstanding obligations on my finance.

Acknowledgement and Consent of Guarantor(s) By signing this acknowledgement I acknowledge and consent to the following: 1. I have read the acknowledgement and consent set out above and understand that it applies equally to me as guarantor(s). 2. I acknowledge that you may seek a credit report concerning me from a credit reporting agency and all other information as set out above for the purpose of assessing whether to accept me as a guarantor for the finance commitments of the above named Lessee(s). I agree that this agreement remains in force until the attached agreement, which I hereby guarantee, ceases.

Applicant / Guarantor (Print Name)	Signature	Date

Guarantor's Declaration

We request Premier Rentals to supply goods and services from time to time to the renter and in consideration of that I/we jointly and severally guarantee to Premier Rentals due payments by the renter and all obligations arising from the supply of those goods and services. In the event of any default by the renter, I/we shall be deemed to become the principal debtor(s) to Premier Rentals and the Guarantee shall bind my/our personal representative.

Full Name: Director Partner Proprietor

Signature:

Witness Full Name:

Witness Signature: Date:/...../.....

Full Name: Director Partner Proprietor

Signature:

Witness Full Name:

Witness Signature: Date:/...../.....

1. Definitions

- 1.1 "We", "Our" and/or "Us" means Premier Rentals Pty Ltd ACN 123 208 908 and its successors and assigns.
- 1.2 "You" means the entity or person or if more than one, persons named as the Renter; if you are a trustee, you warrant that you enter into this agreement with all necessary power and for a proper purpose, are liable personally and in your position as trustee and, in respect of your obligations under this agreement have a right to be indemnified by the trust ahead of the beneficiaries; and "you" includes your successors and assigns to whom we have consented.
- 1.3 "Business day" means any day (other than a Saturday or a Sunday or a public holiday) we are open for business in the place we sign this agreement.
- 1.4 "Commencement Date" means the first day of the first month after the Installation Date.
- 1.5 "Equipment" means the equipment specified in this agreement.
- 1.6 "Guarantor" means any person who is named as the Guarantor and if there is more than one, means each of them separately and every two or more of them jointly.
- 1.7 "Including" when introducing a list of items, does not limit the meaning of the words to those items or to items of a similar kind.
- 1.8 "Insolvent" means bankrupt, insolvent, in receivership, in liquidation, in provisional liquidation, under official management or administration, wound up, subject to any arrangement, assignment or composition or protected from any creditors under any statute.
- 1.9 "Installation Date" means the day on which the equipment is delivered to you.
- 1.10 "GST" means any goods and services tax payable by us on each taxable supply in connection with this agreement or its subject matter which is levied under A New Tax System (Goods and Services Tax) Act 1999 and related legislation.
- 1.11 "Person" includes firm, partnership, committee, and incorporated and unincorporated bodies.
- 1.12 "Security bond" means the amount referred to in clause 4 of this agreement.
- 1.13 "Term" means the term of this agreement.
- 1.14 An obligation on the part of two or more persons binds them jointly and severally.
- 1.15 This agreement is governed by the law of New South Wales ("NSW"). You and we submit to the non-exclusive jurisdiction of the courts of NSW.

2. Equipment, Delivery, Installation and Return

- 2.1 You affirm that the equipment has been selected by you for your purposes.
- 2.2 You agree that the equipment is being rented from us wholly or mainly for a business carried on by you.
- 2.3 The equipment always remains our property.
- 2.4 You have the right to use our equipment.
- 2.5 You may never assert any other interest in the equipment other than the right to use it governed by this agreement.
- 2.6 At your cost we will deliver and install the equipment and pick-up the equipment for return at the conclusion or termination of this agreement.
- 2.7 You must not attach the equipment to any property without our consent. If it is attached to land, it does not become a fixture and you hereby confirm we can still remove it in accordance with this agreement.
- 2.8 You hereby agree
 - a. You alone are responsible for examining the equipment before accepting it and for satisfying yourself about it, including:
 - i. its compliance with its description; and
 - ii. its condition, suitability and fitness for your purposes.
 - b. you have not told us or anyone else the particular purpose for which you require the equipment, and
 - c. we have not made any representation, warranty or undertaking about the condition or quality of the equipment, its suitability or fitness for your purposes, or its safety.

3. Use, Location and Relocation

- 3.1 Without our express consent in writing you must not move the equipment from the equipment location noted in this agreement.
- 3.2 At your request and expense we will move the equipment to an approved new location.
- 3.3 You must use the equipment only in your business operations and for the purpose for which it is designed.
- 3.4 When we give instructions for use the equipment must be used in accordance with those instructions.
- 3.5 You must ensure that the equipment is used and maintained in accordance with the manufacturer's instructions and recommendations.

4. Security Bond

- 4.1 On or before signing this agreement and before the delivery or installation of the equipment you must pay us the sum specified in this agreement as SECURITY BOND.
- 4.2 We will refund to you the Security Bond on the valid termination or expiry of this agreement subject to the following conditions:
 - a. We can apply any part or the whole of the Security Bond towards satisfaction of any amount payable to us under this agreement or by you or any guarantor on any account whatsoever (despite any description of the Security Bond as applying to any location or particular equipment or amount); and
 - b. Without limiting the generality of the foregoing, we can apply the Security Bond or any part of it to costs for damage, replacement parts and repair to the equipment, cleaning of the equipment, insurance policy excesses for claims by us resulting from your breach of this agreement, loss of rent, transport and storage or any other loss which would not have been incurred had you completed this agreement, and no application of any part or the whole of the Security Bond will constitute a waiver of any claim not fully satisfied by the Security Bond.

The appointment of an administrator to your company irrevocably surrenders title to the bond to us.

5. Repairs and Maintenance

- 5.1 You are responsible for maintaining the equipment in a clean and hygienic condition.
- 5.2 If we are requested or required in our absolute discretion to clean the equipment (eg as a result of spillage) you will be charged at our normal rates whether or not as a result of a service call.
- 5.3 If the box beside the words "BREAKDOWN COVER" is ticked in this agreement, we will service

the equipment free of charge and replace any parts necessary as a result of normal wear and tear or faulty operation, subject to clauses 5.8, 5.9 and 5.10.

- 5.4 If the box beside the words "BREAKDOWN COVER" is NOT ticked in this agreement, you must provide by way of security for payment a valid credit card imprint before we attend the breakdown or do any work on the equipment.
- 5.5 We will attend to essential faults, such as failure to maintain correct temperature, within a reasonable time from your call. Non-essential faults will be attended to during normal working hours which are currently, but subject to change, 8.00am to 4.00pm Monday to Friday, excluding public holidays.
- 5.6 Any non-essential service provided at your request outside these hours will be subject to our normal after hours labour charges.
- 5.7 The classification of faults into essential or non-essential will be at our sole discretion.
- 5.8 You are responsible for the costs of repairs necessary as a result of vandalism, damage, misuse or neglect which has been caused by you or while in your care.
- 5.9 You are responsible for the cost or replacement of broken glass on the equipment which has been caused by you or while in your care.
- 5.10 You are responsible for the cost of the replacement of lighting in the equipment.
- 5.11 You will be required to pay for the installation of any accessories on the equipment that you request. Any accessories so installed will remain our property.
- 5.12 Only our service personnel or service contractors engaged by us may service or repair the equipment.
- 5.13 We will not accept claims for any unauthorised service performed on the equipment and you will be liable for any rectification work required as a result of unauthorised service work.
- 5.14 We can refuse to service the equipment if the rental is overdue by more than five business days.
- 5.15 We will not be liable for any loss that you may suffer as a result of our failure to effect a repair, for any reason, or for loss of product or trade or for any damage caused to property as a result of any malfunction of the equipment.
- 5.16 We will charge you for any repair or service required on the equipment caused by your misuse, neglect or negligence.
- 5.17 You will be responsible for the transport costs of technicians and parts for any servicing on any islands or locations outside the mainland of Australia and the mainland of Tasmania.

6. Inspection of Equipment

- 6.1 You must allow us, or our representative, during normal business hours, to enter the place where the equipment is to inspect its condition or check whether the terms of this agreement are being complied with or exercise any of our rights under this agreement.
- 6.2 You must notify us immediately if any of the equipment is:
 - a. stolen;
 - b. lost;
 - c. destroyed; or
 - d. damaged.
- 6.3 You must pay us on the next payment date after the equipment is stolen, lost, destroyed or damaged (to the extent that repair is impracticable or uneconomical), in addition to any rent instalment or other amounts due on that date, the replacement value of the affected equipment.
- 6.4 This agreement terminates in relation to the affected equipment when you make payment under clause 6.3.

7. Under this agreement you must pay

- 7.1 You must make all regular payments by direct debit to our bank account. All payments are required to be made by due date. Any other payments required under this agreement must be made as directed by us from time to time.
- 7.2 Your obligation to pay the rent is absolute and unconditional, and you must not withhold any payment under this agreement, or make a deduction from it for any reason including because:
 - a. the equipment is damaged, does not operate, has not been serviced for any reason, or is not in your possession;
 - b. you claim to have a set-off, counterclaim, or other right against us or any other person.
- 7.3 In addition to the rent payable as stated in the agreement, if the Installation Date is not the Commencement Date, you must also pay rent for the period from the Installation Date to the Commencement Date of the amount which we advise you which will be based on a daily rate calculated as the relevant proportion of the rent.
- 7.4 You must pay interest on any money payable under this contract which is overdue at a rate two percentage points higher than the rate that is or would be charged to us by ANZ Bank on overdrafts from time to time.
- 7.5 Your obligation to pay an amount on the date it becomes due is not affected by any additional amounts which may become due and payable.
- 7.6 If the actual amount of stamp duty, GST and/or financial institutions duty in relation to this agreement or the equipment is greater than that included in the rent set out in the schedule, you must pay the actual amount of duty or GST.
- 7.7 If any payment made by you is dishonoured by your bank we will charge you a dishonour fee of all bank charges plus a \$50.00 administration fee.
- 7.8 All futile charges (including Dispatch Fees, Delivery Fees, Logistics, Admin and Restocking Fees), if goods are delivered and cannot be accepted for any reason.

8. Your Duties and Obligations

- 8.1 You must give us any information we ask for about:
 - a. your financial position;
 - b. the equipment.
- 8.2 Anything which you must do under this agreement must be done at your cost.
- 8.3 You must ensure that neither you nor any guarantor becomes insolvent. In this event we may at our discretion terminate the agreement and if we do so you are in default and we may elect to treat such default as repudiation under clause 10 of this agreement.
- 8.4 You must insure and keep insured the equipment for its full replacement value at all times.
- 8.5 You must insure and keep insured the equipment with public liability insurance in an amount of at least \$10,000,000 at all times.

9. End of Term

- 9.1 Unless, during the period not earlier than 90 days and not later than 60 days prior to the last day of the term of this agreement, you notify us in writing that you wish to terminate this agreement on that day, this agreement shall automatically renew for a further term of 12 months. The provisions of this clause 9.1 shall also apply to any renewed term of this agreement, except the rent may be increased by an amount determined by us in our absolute discretion (on giving you not less than 30 days notice of such increase in the rent). Should you not accept the increased rent you may terminate this agreement on giving us not less than 30 days notice and such notice is given to us within 30 days of receipt by you of our determination of the increased rent.
- 9.2 If you wish to exercise your right to pay the residual amount you must notify us during the period not earlier than 90 days and not later than 60 days prior to the last day of the term of this agreement. Payment must be received by us on or prior to the last day of the term of this agreement. On receipt of payment ownership of the equipment will pass from us to you.
- 9.3 If you decide to return the equipment, you must on the last day of the term of the agreement return the equipment to us in good working order, and in good repair (fair wear and tear excepted) by allowing us to collect it.
- 9.4 If you decide to keep the equipment or the rental agreement for the equipment is automatically renewed, you must continue paying rent instalments and GST including any increases as if this agreement had not ended.
- 9.5 In any event we may, at our complete discretion, on giving you not less than 30 days notice terminate this agreement on, and any time after, the last day of the term and collect the equipment.

10. Repudiation

- 10.1 It is a fundamental provision of this contract that any of the following events does not occur:
- You default in a payment of any rent and continue in default for 7 days; or
 - You breach any of the terms of an insurance policy in relation to the equipment; or
 - We discover a false statement or omission made by you in this contract; or
 - An application is made or resolution is passed to wind you up or you commit an act of bankruptcy; or
 - You become an externally-administered body corporate as that expression is used in the Corporations Act; or
 - An insurance policy over the equipment is refused or cancelled; or
 - Any act which you cause or permit threatens the safety condition or safe keeping of the equipment; or
 - You cease to carry on your business or your ownership or control materially changes; or
 - You part with possession of the equipment.
- 10.2 You will repudiate this agreement and we may terminate it by notice to you:
- if you do not comply with the fundamental provisions of this agreement; or
 - If, in our opinion your actions suggest that you no longer intend to be bound by this agreement.
- 10.3 If we give you this notice of termination you must immediately:
- make the equipment available for pick-up by us in good working order, and in good repair (fair wear and tear excepted); and without prejudice to any remedies or damages available to us upon your default, we may at any time and without notice retake possession of the Equipment and there will forthwith at our option become due and payable by you to us the total ("the Payout Amount") of-
 - all rent and any other money accrued due, but not paid, and
 - the present value of the rent for the balance of the term (as liquidated damages for our loss of bargain); less
 - an allowance calculated by us for our not having to service the equipment during the balance of the term (if under this agreement the servicing of the equipment is at our cost) and
 - unless the equipment is returned to us in good condition, a sum equal to the value of the equipment as though it was in good condition. The present value of an amount is calculated by applying a discount (equal to the interest rate implicit in this agreement less 2% per annum) to that amount.
- 10.4 You also indemnify us for any costs we incur as a result of the early termination of this agreement for any reason including legal costs on a full indemnity basis, costs of obtaining or attempting to obtain payment or otherwise enforcing this agreement, costs of taking or attempting to take possession of the equipment and any costs incurred by us or any financier in terminating or replacing any funding or hedging arrangements entered into by us or any financier in connection with the funding of our commitment to you under this agreement.
- 10.5 Upon acceptance by us of your repudiation of this agreement, we will take all reasonable steps to mitigate our loss by attempting to re-hire the equipment for the balance of the term. We will give you credit for the amounts we receive from re-hiring the equipment. Such credit (which is payable upon re-hire of the equipment) is only payable after you have paid us the full amount payable under this agreement. If the equipment cannot be re-hired within one month after first being offered for re-hire, the amount of credit will be deemed to be zero.

11. Representations and Warranties – You hereby agree that:

- to the full extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in this agreement are excluded;
- we are not liable for any injury to any person or loss or damage to property arising from the possession, operation or use of the equipment (including any injury, loss or damage arising from our negligence); and
- whether or not Division 2 of Part V of the Trade Practices Act 1974 or any law to a similar effect applies, our liability for anything in relation to the equipment, its use, or its installation or to any service we provide under this agreement, including damage or economic loss to anyone, is limited as much as it can be.
- Whatever happens, our liability is no more than either to:
 - replace the equipment with the same or equivalent equipment; or
 - repair the equipment or pay for its repair.

- You have entered this agreement as a principal unless you have told us otherwise, and that you do not enter into this agreement as trustee of any trust or settlement.

- 11.2 You have not relied on our skill or judgement in deciding to enter into this agreement.

12. Indemnity

- 12.1 You indemnify us against any liability or loss (including environmental damage and personal injury) arising from your possession, operation or use of the equipment or from any negligent or illegal act or breach of this agreement by you or your contractors.
- 12.2 This indemnity is a continuing obligation, separate and independent from your other obligations. It continues after this agreement ends or is terminated. It is not necessary for us to incur expense or make a payment before we enforce a right of indemnity.

13. Guarantor

- 13.1 The Guarantor acknowledges and agrees that:
- The Guarantor has read and understood the terms of this Agreement and has had the opportunity to seek independent legal advice in respect thereof;
 - The Guarantor unconditionally and irrevocably guarantees the punctual payment to us of all amounts that become owing to the Owner by the Renter on any account and the due and prompt observance and performance of all covenants, obligations, terms and conditions on the part of the Renter pursuant to this agreement;
 - The Guarantor unconditionally and irrevocably indemnifies us against any loss or cost we may suffer or incur due to a breach of this agreement by the Renter in this agreement or the guarantee being voidable or unenforceable for any reason;
 - The Guarantor's obligation under this agreement is a primary obligation and we are not obliged to enforce any right against the Renter or any other person before demanding payment by the Guarantor;
 - The guarantee and indemnity provided herein is a continuing obligation and is not subject to any time or indulgence granted by us to the Renter;
 - The Guarantor's liability is as a principal debtor; and
 - The Guarantor must pay any amount due under this clause immediately upon demand by us.
 - This guarantee and indemnity remains enforceable against the Guarantor even if an event occurs which would otherwise have the effect of releasing the Guarantor from this guarantee. By way of example only, the Guarantor remains liable under this guarantee even if the terms of this agreement are changed without the Guarantor's consent, or if we release the Renter from its obligations under this agreement, or if we give the Renter extra time to pay, or the fact that we might have executed this agreement, or an obligation under this agreement is unenforceable for any reason.

14. Notices and other communications

- 14.1 All notices, certificates, consents and other communications in connection with this agreement must be in writing.
- They must be:
 - left at the address last notified, or
 - sent by prepaid post to the address last notified; or
 - sent by facsimile to the facsimile number last notified.
- 14.2 If they are sent by post, they are taken to be received on the third day after posting.
- 14.3 If they are sent by facsimile, they are taken to be received at the time of sending unless the transmitting machine indicates that the facsimile was not sent or that there was an error in the sending. Production of a transaction report by the transmitting machine shall be sufficient evidence that the facsimile was sent at the time indicated on the report.
- 14.4 They take effect from the time they are received unless another time is specified in them.

15. General

- 15.1 You acknowledge that we may enter into this agreement as agent for a finance company.
- 15.2 We may also transfer the equipment or our interest in this agreement, or give another person an interest in or form of security over either of them, without getting your consent.
- 15.3 We may exercise a right, remedy or power in any way we consider appropriate.
- 15.4 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.
- 15.5 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, remedy or power, whether or not caused by our negligence.
- 15.6 Our rights, remedies and powers under this agreement are in addition to any other rights, remedies and powers provided by law independently of it.
- 15.7 Any termination does not affect any other right or remedy we have for amounts due to us which remain unpaid.
- 15.8 If a date for payment of money under this agreement is not a business day, the money must be paid on the preceding business day.
- 15.9 You authorise us to complete any blank spaces in this agreement and we may amend the Schedule to correct any errors including the amount of the Rent Instalment. You will be bound by any changes we make provided we send you a written Notice of the change.
- 15.10 A term of this agreement, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

16. Further Equipment

- 16.1 If after the date of this contract you ask us to supply further equipment to you, then provided you supply us with a completed Additional Equipment Request, in a form acceptable by us, we will hire the equipment listed therein for the rent therein stated and otherwise on the terms contained in this contract (mutatis mutandis).