

HIRE AGREEMENT

Date: 5 December 2022		Customer Account Number:	
PORTER GROUP PARTY		This is the Porter Group Party supplying the Customer with the Hired Goods	
Name:	Porter Hire Pty Ltd	Physical Address:	117-123 Beatty Road, Archerfield QLD 4108
Phone:	07 5540 6999	Postal Address:	PO Box 1002, Archerfield QLD 4108
ACN:	150 943 794	Email:	
CUSTOMER		This is the person/entity hiring the Hired Goods from the Porter Group	
Customer Name:		P/O No:	
ACN (if applicable):		ABN (if applicable):	
Postal Address:		Phone:	
Email:			
TRUST DETAILS (if applicable)			
NAME OF TRUST (As per trust deed – please attach a copy)			
TRUST ABN (if applicable)			
SITE		The location that the Hired Goods will be used by the Customer	
Site:		Ordered By:	
Address:		Mobile Number:	
City:		Email:	
HIRED GOODS		These are the Goods which will be hired to the Customer	
Fleet No:	Description:	Type of Work:	
Make:	Model:	Year:	
Registration No:	Serial No / Chassis No:	Start Hours: Km's:	
Additional accessories:			
Will Porter Group deliver the Purchased Goods and Accessories?		Yes/no	
Estimated delivery/collection date:			
Address for delivery/collection:			
Porter Group nominated return location:			
HIRE TERM		A description of the Hire Term, which may be estimated	
Start Date		End Date	
		Is the End Date estimated? Yes/No	
ESTIMATED HIRE FEES		Estimated Hire Fees are described below. The actual Hire Fees charged will be in accordance with actual use of the Hired Goods, as set out in the Master Terms and Conditions. Hire Fees exclude GST.	
Hourly Rate	Estimated number of Hours per Working Day (minimum of 7)	Number of Working Days	Total Estimated Hire Charges for Hire Term
\$ per hour			\$
Plus Freight Rate (if Porter Group are to deliver the Hired Goods)			\$
Total Estimated Hire Charges for Hire Term			\$
If Bond required, specify amount: \$			

INSURANCE AND LIMITED DAMAGE WAIVER Please select one option (delete one, if neither deleted, then Limited Damage Waiver applies)	
Option 1: Porter Group to provide Limited Damage Waiver in accordance with the Master Terms and Conditions. (Excess \$5,000.00 plus GST ; Cost 12.5% of the Fee) ; (Porter reserves the right to decline to insure)	
Option 2: The Customer to insure in accordance with the Master Terms and Conditions. (Maximum excess \$5,000.00 unless agreed otherwise in writing by Porter Hire, Certificate of Currency form to be attached)	
Insurance/Limited Damage Waiver Option _____ has been selected	
CUSTOMER AGREEMENT	
<p>By signing below (or otherwise agreeing to this Hire Agreement in writing), the Customer described above (Customer) agrees to enter into a hire arrangement with the Porter Group Party described above (Porter Group Party) in respect of the Hired Goods described above, on and subject to the Porter Group Master Terms and Conditions dated 1 November 2022 which are available at www.porterce.com or otherwise on request from the Porter Group (Master Terms and Conditions). By signing below, the Customer acknowledges that they have received, read, understood and agree to, Part One, Part Two and Part Six of the Master Terms and Conditions. The definitions set out in the Master Terms and Conditions apply to this Hire Agreement.</p> <p>The person signing below (or otherwise agreeing to this Hire Agreement in writing) on behalf of the Customer warrants that they are authorised to legally bind the Customer as set out in this Hire Agreement.</p> <p>If the Customer has signed an Account Application Form with the Porter Group prior to the effective date of the Master Terms and Conditions, and that Account Application Form remains in effect as at the date of this Hire Agreement, by signing below (or otherwise agreeing to this Hire Agreement in writing) the Customer agrees and acknowledges that the terms and conditions applicable to such Account Application Form have been amended and replaced by the Master Terms and Conditions as at the effective date of those Master Terms and Conditions.</p> <p>The Master Terms and Conditions include a deemed acceptance provision at clause 3.7 of Part One, which means that the Customer may be bound by this Hire Agreement whether or not it is signed (or otherwise agreeing to this Hire Agreement in writing) by the Customer.</p>	
PORTER GROUP AGREEMENT	
<p>By signing below, Porter Group agree to provide the Hired Goods described above, on and subject to the terms and conditions set out in Part One, Part Two and Part Six of the Master Terms and Conditions. This Hire Agreement is not binding on the Porter Group until signed by the Porter Group.</p>	
GUARANTEE AND INDEMNITY These are important statements by the Guarantor – please read them carefully	
<p>If a Guarantor named above has previously provided a guarantee to the Porter Group (Previous Guarantor) in relation to moneys payable, and other obligations owed, by the Customer to the Porter Group, and that guarantee remains in effect and applies in respect of this Hire Agreement (Previous Guarantee), then by signing below, each Previous Guarantor acknowledges that the Previous Guarantee will continue to apply, including in relation to the moneys payable, and obligations owed, by the Customer to the Porter Group as set out in this Hire Agreement. For the avoidance of doubt, the Previous Guarantee, is not affected in any way if a Previous Guarantor does not sign below.</p> <p>Each Guarantor acknowledges that they have received, read, understood and agree to, Part One, Part Two and Part Six of the Master Terms and Conditions.</p> <p>Each Guarantor acknowledges that the Porter Group has advised them to obtain independent legal advice as to the nature, substance, detail and effect of this Hire Agreement prior to signing below, and that they have either obtained that advice or have declined that advice, and are freely and willingly signing below as a result of the exercise of the Guarantor's independent judgment.</p>	
EXECUTED AS AN AGREEMENT	
Customer:	
Signature:	Name of Signatory:
Position of Signatory:	Date: