



WA WATER TRAILER HIRE – TRADING TERMS & CONDITIONS

ANH & Co Investments Pty Ltd T/As WA Water Trailer Hire
ABN: 15 659 160 424 | 11 Masters Road Darling Downs, WA
6122.

Effective 1 July 2025

1. DEFINITIONS AND INTERPRETATION

In these Terms, unless the context otherwise requires: Agreement means these Trading Terms together with any quotation, booking confirmation, purchase order or written instruction. Equipment means all water trailers, tanks, pumps, hoses, fittings, valves, cabling, generators, meters and ancillary equipment supplied. Hire Period means the period from commencement of mobilisation at Site until completion of pack-down and removal. Hirer means the person or entity engaging the services. Owner means ANH & Co Investments Pty Ltd trading as WA Water Trailer Hire. Site means the location where the Equipment is delivered and operated. Headings are for convenience only and do not affect interpretation. Singular includes plural and vice versa.

2. CONTRACT FORMATION AND AUTHORITY

A binding contract is formed upon acceptance of a quotation, issue of a purchase order, written instruction or commencement of mobilisation, whichever occurs first. Any person purporting to act on behalf of the Hirer warrants that they have authority to bind the Hirer. These Terms prevail over any inconsistent terms unless expressly agreed in writing.

3. SCOPE OF SERVICES – WET HIRE MODEL

The Owner will deliver, position, connect, commission, start, shut down and remove the Equipment. Equipment may operate unattended between commissioning and pack-down unless otherwise agreed in writing. Continuous supervision, monitoring or staffing is not included unless expressly contracted.

4. UNATTENDED OPERATION – CARE, CUSTODY AND CONTROL

From commissioning until pack-down the Hirer assumes full care, custody and control of the Equipment and Site including public safety, exclusion zones, crowd control, protection of Equipment from vandalism, interference, vehicles and weather, maintenance of safe power and water connections, monitoring for leaks or hazards and immediate notification of faults or unsafe conditions. Risk of loss, theft or damage remains with the Hirer during this period.

5. WATER SUPPLY AND POTABILITY

The Hirer must provide a compliant mains water connection with adequate pressure and flow and is responsible for backflow prevention and contamination control. Potable water will only be supplied by prior written agreement and at the Hirer's cost. No warranty of potability is provided unless expressly stated in writing.

6. ACCESS, SITE CONDITIONS AND SERVICES

The Hirer warrants that the Site provides safe legal access, suitable load bearing ground, adequate clearance and identification of underground or overhead services. The Owner is not liable for damage arising from unsuitable access, soft ground, hidden services or site conditions.

7. HIRE RATES, MOBILISATION AND VARIATIONS

Base hire rates apply. Travel, fuel, accommodation, standby time, freight, ferry and regional mobilisation are charged separately as quoted. Variations requested by the Hirer or arising from Site conditions will be charged at prevailing rates.

8. PAYMENT TERMS, DISCOUNTS AND CREDIT

Invoices are payable within seven (7) days of invoice date unless otherwise expressly agreed in writing prior to the commencement of services. Any discount is conditional upon payment being received by the due date and becomes void if payment is late. The Owner may suspend services for overdue accounts and may allocate payments at its discretion.

9. DEPOSITS AND PRE & PROGRESS PAYMENTS

- a) The Owner may require a deposit or pre-payment prior to mobilisation, delivery or commencement of services. Unless otherwise agreed to in writing, deposits are non-refundable.
- b) Deposits secure allocation of Equipment, scheduling of labour, logistics planning and opportunity cost incurred by the Owner.
- c) If the Hirer cancels, postpones, or reduces the scope of services for any reason not caused by the Owner, the deposit is forfeited and may be applied toward administrative costs, lost opportunity, mobilisation planning and reserved capacity.
- d) The Owner may apply deposits or any pre-payments against any outstanding invoices, damages, recovery costs or other amounts owing by the Hirer.
- e) Failure to pay a required deposit or pre-payment entitles the Owner to suspend or cancel services without liability.
- f) Deposits do not limit the Hirer's obligation to pay the full contract price unless expressly agreed to in writing.
- g) The Owner may invoice progressive payments for extended hire periods, staged deliveries or multi event/ booking packages. Progress invoices are payable within the standard payment terms and are not contingent upon final completion of services.

10. PACKAGE BOOKINGS, MINIMUM HIRE & EARLY COMPLETION

- a) Where services are booked as part of a multi-event package, bundled agreement, campaign booking, discounted volume arrangement or long-term hire, the pricing reflects a commercial commitment by the Hirer for the full contracted scope, duration and allocation of resources.
- b) The Hirer acknowledges that discounts applied to package bookings are conditional upon full utilisation and payment of the entire contracted package and are not divisible on an individual basis.
- c) If any event, activity or hire period concludes early for any reason not caused by the Owner (including but not limited to weather, third party scheduling changes, sporting results, event cancellation, reduced attendance, broadcast changes, force majeure, project finalisation, pause or breakdown, or decisions by organisers, contractors and clients), no refund, credit, rebate or reduction applies.
- d) Minimum hire periods and package commitments apply irrespective of actual usage or early completion.
- e) The Owner reserves the right to invoice the full contracted package value notwithstanding early completion or reduced usage.
- f) This clause survives termination and completion of services.

11. INTEREST AND RECOVERY COSTS

Overdue amounts incur a 10% late fee and thereafter accrue interest at 2% interest per month calculated daily until paid. The Hirer indemnifies the Owner for all reasonable costs incurred in recovering unpaid amounts including legal costs on a full indemnity basis.

12. SET OFF

The Owner may set-off any amount owing by the Hirer against any monies, credits, deposits or amounts held by the Owner in favour of the Hirer.

13. SECURITY INTEREST (PPSA)

The Hirer grants the Owner a security interest in all present and after-acquired property to secure payment obligations and consents to registration on the PPSR. The Hirer waives rights to receive verification statements to the extent permitted by law.

14. DAMAGE WAIVER

A Damage Waiver is charged at 10% of the hire charge subject to a \$2,500 excess per incident. The waiver applies only to accidental physical damage and excludes misuse, negligence, contamination, vandalism, theft, weather exposure, unauthorised relocation, interference or breach of these Terms.

15. DAMAGE ASSESSMENT, EVIDENCE AND DOWNTIME

Equipment is photographed and inspected before mobilisation and after demobilisation. The Hirer accepts such evidence as proof of condition. The Hirer is liable for repair, replacement, cleaning and loss of hire revenue during downtime.

16. BREAKDOWN, FAULTS AND REPAIRS

The Hirer must immediately notify the Owner of any fault or alarm. No repairs or modifications may be undertaken without written authorisation. Breakdown caused by misuse, contamination or interference will be charged to the Hirer.

17. LOSS, THEFT AND CONTAMINATION

The Hirer bears full replacement cost for loss, theft, irreparable damage or contamination rendering Equipment unsafe or unusable.

18. INSURANCE

The Hirer must maintain public liability insurance of not less than \$20 million and any other insurance required by law or Site rules and provide evidence upon request.

19. INDEMNITY

The Hirer indemnifies and holds harmless the Owner, its officers, employees and agents from all claims, losses, damages, liabilities, penalties, fines and expenses arising from possession, operation or presence of the Equipment, Site conditions, third-party actions, injury, death, environmental harm or breach of this Agreement except to the extent caused solely by the Owner's proven negligence.

20. LIMITATION OF LIABILITY

To the maximum extent permitted by law the Owner's total aggregate liability is limited to the hire charges paid for the affected services. The Owner is not liable for indirect or consequential loss including loss of profit, production, opportunity or delay.

21. FORCE MAJEURE AND NATURAL EVENTS

The Owner is not liable for failure or delay caused by events beyond reasonable control including flood, fire, cyclone, storm, lightning, earthquake, pandemic, epidemic, public health orders, government direction, industrial action, strikes, lockouts, power failure, telecommunications failure, fuel shortages, transport disruption, port congestion, road closures, emergency services restrictions, supplier failure or mechanical breakdown not caused by negligence. Time for performance is extended accordingly, and the Owner may terminate without penalty if such event continues beyond thirty (30) days. The Hirer accepts all risk arising from adverse weather and natural conditions and no refund or credit applies unless agreed in writing.

22. RIGHT OF ENTRY, ACCESS AND RECOVERY OF EQUIPMENT

The Hirer irrevocably authorises the Owner, its employees, agents and contractors to enter any premises, land or Site where the Equipment is located at any time (with or without notice) to inspect, secure, maintain, disable or recover the Equipment where a breach, non-payment, safety risk, risk of loss or termination exists. The Hirer waives any right to object to such entry and releases the Owner from any claim except for wilful misconduct. The Hirer must ensure unrestricted access and procure any third-party consents. All recovery costs are payable by the Hirer on demand. The Hirer acknowledges and agrees that such entry does not constitute trespass.

23. DEFAULT EVENTS

Each of the following constitutes an Event of Default: failure to pay when due; breach of any term; misuse or unauthorised relocation of Equipment; failure to maintain insurance; denial of access; provision of false information; insolvency event; or any circumstance where the Owner reasonably believes continued operation poses a safety, financial or reputational risk.

24. OWNER'S RIGHTS UPON DEFAULT

Upon default the Owner may immediately suspend services, terminate without notice, enter and recover Equipment, charge all outstanding hire and recovery costs, apply any credits or deposits, enforce any security interest and commence legal recovery. All costs are recoverable as a debt.

25. INSOLVENCY AND CREDIT RISK

If the Hirer becomes insolvent, enters administration, receivership, liquidation, bankruptcy or ceases trading, all amounts become immediately due. The Owner may suspend or terminate services immediately and the Hirer must notify any material adverse financial change.

26. PERSONAL GUARANTEE (WHERE APPLICABLE)

Where the Hirer is a corporation, each director jointly and severally guarantees payment and performance obligations upon written demand. This guarantee is continuing and enforceable without first exhausting remedies against the Hirer.

27. ASSIGNMENT, SUBCONTRACTING AND NOVATION

The Owner may subcontract, assign or novate its rights or obligations without consent. The Hirer must not assign or transfer without written consent and any unauthorised assignment is void.

28. ENTIRE AGREEMENT AND VARIATION

This Agreement constitutes the entire agreement and supersedes all prior representations. No variation is effective unless in writing signed by the Owner. The Hirer acknowledges no reliance on representations outside this Agreement.

29. ELECTRONIC TRANSACTIONS AND ACCEPTANCE

The parties consent to electronic communications and digital execution. Acceptance may occur by email confirmation, digital platform acceptance, electronic signature, payment or taking possession of Equipment.

30. WAIVER AND SEVERABILITY

Failure to enforce any provision is not a waiver. If any provision is invalid or unenforceable it is severed and the remaining provisions remain in force.

31. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of Western Australia, and the parties submit to the exclusive jurisdiction of its courts.

32. ACCEPTANCE AND BINDING EFFECT

By placing a booking, issuing instructions, accepting delivery or permitting mobilisation, the Hirer acknowledges it has read, understood and agreed to be bound by these Terms and that they bind successors and permitted assigns.