

- 2.2 To pay Logicoil;
- 2.2.1 The rental specified in the Schedule plus GST, such rental to be paid to the Hirer within seven days of invoice, or as agreed in writing. The rent payable will be adjusted annually on the anniversary of the Start Date to reflect movements in the Australian Consumer Price Index in the immediately preceding year.
- 2.3 Pay Logicoil the costs or repair of the Hired Equipment required because of the neglect or default of the Renter or accidental damage to the Hired Equipment howsoever caused otherwise than by Logicoil.
- 2.4 To keep the Hired Equipment at the Location given in the Schedule and not move the Hired Equipment from the Location without the prior written consent of Logicoil.
- 2.5 To at its costs to repair or replace damaged, broken or lost Hired Equipment and where replaced, such replacement shall become the property of Logicoil and subject to this Agreement.
- 2.6 Not to part with possession of or grant any interest in or encumbrance over the Hired Equipment.

3. Logicoil Shall

- 3.1 Arrange delivery of the Hired Equipment to the Location at the cost of the Hirer, or at Logicoil's expense as agreed to in writing.
- 3.2 At its cost maintain and repair the Hired Equipment in a safe and good working condition except as provided for in Clause 2.
- 3.3 Not be responsible for any loss of product howsoever caused, arising out of the Renter's use of the Hired Equipment.
- 3.4 Have the right at any time on reasonable notice to elect to replace the Hired Equipment with another item of Hired Equipment if in its reasonable opinion the replacement item is more commensurate and appropriate to the volume of fuel products being purchased by the Renter from Logicoil. In the event of Logicoil so replacing the Hired Equipment;
- (a) to the extent necessary clauses 9 and 10 hereof shall apply to this clause.
- (b) the parties shall negotiate in good faith an appropriate variation to the Rent Payments

4. Renter's Obligation

The Renter must:

- (a) ensure that all reasonable care is taken to prevent damage to the Hired Equipment or the loss or destruction of the Hired Equipment;
- (b) ensure that the Hired Equipment is, in the reasonable opinion of Logicoil correctly and appropriately loaded;
- (c) ensure that the Hired Equipment is not used by any person other than the Renter or its duly authorised employees or agents and is not used in a careless, reckless or dangerous manner;
- (d) ensure the use of the Hired Equipment is only by persons who hold current and valid licences (where applicable) and who are not under the influence of drugs or alcohol;
- (e) comply with all applicable laws;
- (f) ensure that the Hired Equipment is not used for a purpose for which it would not normally be used except with the prior written consent of Logicoil;
- (g) ensure that the Hired Equipment remains in the possession and control of the Renter;
- (h) notify Logicoil immediately in writing of any change in the particulars of the Renter;
- (i) provide to Logicoil a report containing information regarding the location, condition, use and operation of the Hired Equipment as Logicoil may reasonably request;
- (j) not make any modifications to, or alter, or attach anything to the Hired Equipment without the prior written consent of Logicoil; and

only use the Hired Equipment for the purpose of storing and use of Logicoil's fuel products unless for any reason Logicoil is unable to supply in which event the Renter may store fuel products sourced from third parties.

5. Indemnity and Insurance

- 5.1 The Renter must indemnify Logicoil against all Losses (including legal costs on a solicitor and own client basis and whether incurred by or awarded against Logicoil) that Logicoil may sustain or incur as a result, whether directly or indirectly, of;
- (a) any breach of this Agreement by the Renter including, but not limited to, a breach in respect of which Logicoil exercises an express right to terminate this Agreement;
 - (b) any loss of, or damage to, any property including the Hired Equipment or injury to or death of any person caused by an act or omission of the Renter or its officers, employees or agents;

- (c) any disclaimer of the insurance of the Hired Equipment for any reason other than for a breach or default for which Logicoil is solely responsible;
 - (d) any confiscation or acquisition of the Hired Equipment by any Government Agency at any time during the Rental Period;
 - (e) any issue of an infringement notice, fine or other penalty against the Hired Equipment by a Government Agency at any time during the Rental Period; or
 - (f) any contamination caused by the use of the Hired Equipment whilst in the Renters care or control.
- 5.2 The Renter releases Logicoil to the extent permitted by law from any claim or demand of any kind arising out of the construction, purchase, delivery, installation, ownership, leasing, use or disposition of the Hired Equipment.
- 5.3 The indemnity contained in Condition 5.1 and the release contained in the Condition 5.2 continue in full force and effect despite the termination of this Agreement.
- 5.4 Unless otherwise agreed by Logicoil under Condition 5.6, the Renter must take out and maintain during the Rental Period:
- (a) a policy of insurance naming Logicoil as the insured and covering the Hired Equipment for full replacement value in case of accident, fire or theft (as set out in the Schedule); and
 - (b) public liability insurance of not less than \$10,000,000, and will be liable for any payment of excess arising out of a claim made under either policy.
- 5.5 The Renter acknowledges that Logicoil will be entitled to the full proceeds of any claim made under the policies described in Condition 5.4 including GST.
- 5.6 Logicoil may, at its discretion, take out a policy of insurance covering the Hired Equipment in case of accident, fire or theft and the Renter will be liable for any payment of excess arising out of a claim made under the policy and/or any amount of loss below the amount of the deductible under that policy.

6. Return

- 6.1 The renter must:
- (a) On or before the expiration of the Rental Period; or
 - (b) On termination of this Agreement by Logicoil,

return, at its own cost, the Hired Equipment to _____, or such other place as determined by Logicoil.

6.2 Hired Equipment returned under Condition 6.1 must be in the same condition as it was at the Date of Rental Commencement (reasonable wear and tear excepted), failing which the Renter shall pay Logicoil all reasonable costs and expenses incurred in cleaning or repairing the Hired Equipment.

6.3 The Renter must fully comply with all the Return Conditions as set out in Annexure B.

7. Default

If an Event of Default occurs, Logicoil may forthwith:

7.1 Terminate this Agreement.

7.2 Retake possession of the Hired Equipment or any of them.

7.3 Enter onto any premises where the Hired Equipment is located for the purpose of recovering same.

8. Event of Default

The following are Events of Default:

8.1 If any rental payment due is in arrears for more than 14 days, whether or not formal or legal demand has been made, it is agreed that no demand is required; or

8.2 If the Renter fails to perform or observe its obligations (whether express or implied) under this Agreement; or

8.3 If execution is levied against any assets of the Renter for an amount in excess of \$10,000.00; or

8.4 If the Renter:

8.4.1 goes into liquidation, other than a voluntary liquidation for the purposes of reorganisation to which Logicoil has consented in writing; or

8.4.2 is wound up or dissolved;

8.4.3 enters into a scheme of arrangement with its creditors or any class of creditors including a deed of company arrangement; or

8.4.4 is placed under official management; or

- 8.4.5 has a receiver or receiver and manager or controller of any of its assets appointed; or
- 8.4.6 has a provisional liquidator appointed; or
- 8.4.7 has an inspector appointed pursuant to the Corporations Act, 2001; or
- 8.4.8 is deregistered by the ASIC; or
- 8.4.9 without the prior written consent to Logicoil, suspends payment generally or ceases or threatens to cease to carry on business or is unable to pay its debts as they fall due or is deemed unable to pay its debts by the operation of the Corporations Act; or
- 8.4.10 has an administrator appointed;

9. Repossession

The Renter further agrees Logicoil may on the happening of an Event of Default:

- 9.1 To enter any premises and retake possession of the Hired Equipment or any of them whether pursuant to any Right of Entry given pursuant to this Agreement or otherwise.
- 9.2 Otherwise retake possession of the Hired Equipment, or any of them, irrespective of where the Equipment are located.

10. Right of Entry

The Renter agrees to:

- 10.1 Execute at its cost any Right of Entry requested by Logicoil in respect of premises where the Hired Equipment may be located from time to time;
- 10.2 Sign all documents and do all acts and things as required by Logicoil or the Landlord of the Location under any Right of Entry to enable the execution of the Right of Entry by the Landlord;
- 10.3 Use its best endeavours to have the Landlord execute any Right of Entry requested by the Renter; and
- 10.4 Pay the Landlord's legal and other costs in relation to any Right of Entry.

11. Exclusions and Limitations

- 11.1 This condition does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974 (Cth)) where to do so would contravene that statute or cause any part of this condition to be void.

- 11.2 Logicoil excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this condition to be void (Non-excludable Conditions).
- 11.3 Under no circumstances is Logicoil liable for any special, indirect, incidental, consequential or economic loss, however it arises (including loss of profits, revenue, savings, opportunity or goodwill).

12. Notices

- 12.1 Any notice, request, demand or other communication (“a notice”) between the parties must be in writing and addressed to the parties at their addresses in this Deed or at such other address within Australia that they may substitute for the purpose by a notice.
- 12.2 A Notice may be delivered personally sent by prepaid post or sent by fax.
- 12.3 If posted, the notice is presumed to be given five (5) days after posting to an address outside Victoria and two (2) days after posting if posted to an address within Victoria.
- 12.4 A notice given by fax will be deemed to be given on the day of transmission subject to the receipt of an error free transmission report in respect of the fax. The fax numbers of the parties for the services of notices are:
- 12.4.1 Logicoil 03 9687 0942.
- 12.4.2 the Renter as per the Schedule.

13. Interpretation

In this Deed, unless the contrary intention appears:

- 13.1 Mean and include the named parties and their successors and assigns.
- 13.2 The singular includes the plural and vice versa.
- 13.3 Words of one gender include the other genders.
- 13.4 A reference to a natural person or individual includes a corporation and trust.
- 13.5 Headings are for convenience of reference only and do not effect interpretation.
- 13.6 An obligation, representation or warranty:
- 13.6.1 In favour of two or more persons is for their benefit jointly and severally; and
- 13.6.2 By two or more persons binds them jointly and severally.

EXECUTED as an Agreement

Executed on behalf of **LOGICOIL**

PTY LTD ABN 94 136 844 007 by:

.....
Signature

.....
Name of Signatory (please print)

.....
Position

Executed on behalf of **THE RENTER** by:

.....
Signature

.....
Name of Signatory (please print)

.....
Position

SCHEDULE

1.	Renter	ACN/ABN of
2.	Hired Equipment Logicoil ID Number	
3.	Start Date	/ /
4.	Rental Period	
5.	Rental Payments	\$ per month plus GST Payable to the Hirer as follows within 7 days of taking possession on the Hired Equipment.
6.	Location	
7.	Fax number or Renter for the service of notices	
8.	Replacement Value	\$

ANNEXURE A
Equipment Rental Agreement
Maintenance Program

Level 1 Maintenance:

The Renter must:

1. Keep and maintain the Hired Equipment, at its own cost, in good working condition and repair, save for normal wear and tear and in accordance with the reasonable standards that Logicoil notifies the Renter of in writing of from time to time;
2. At its own cost only have maintenance or repair work conducted by Logicoil or a repairer approved by Logicoil;
3. Make the Hired Equipment available for testing or inspection by Logicoil at Logicoil's reasonable request at any time during the Rental Period; and
4. Immediately provide Logicoil with full details in writing of any damage, mechanical difficulty or accident occurring in relation to the Hired Equipment and will provide such further information as Logicoil requests.

Level 2 Maintenance:

Should the Hired Equipment have any ancillary Equipment, then the Renter must arrange for all service and maintenance checks and programs to be carried out as nominated by Logicoil by suitably qualified personnel from time to time.

ANNEXURE B
Equipment Rental Agreement
Return Conditions

At the end of the Rental Period the Hired Equipment is to be returned to such premises as determined by Logicoil and with the return conditions being:

- Hired Equipment is to be returned in the condition in which it was initially rented, fair wear and tear expected.
- If the Renter does not return the Hired Equipment as required by this Agreement within 24 hours of the expiration of the Rental Period or termination by Logicoil of this Agreement:
 - (i) Logicoil will be entitled to enter the premises at which the Equipment is and repossess the Equipment, Repossession of the Hired Equipment will not prejudice any other right or remedy of Logicoil; and
 - (ii) The Rental Period is deemed to be extended until the time at which the Hired Equipment is returned to, or repossessed by, Logicoil and the Renter will continue to pay Logicoil the Rental Amount until the Hired Equipment has been returned to or repossessed by Logicoil and Logicoil is authorised to charge or debit any additional Rental Amount payable for the extended Rental Period.