



TERMS AND CONDITIONS

WHITE LINE HIRE agrees to hire Equipment to the Customer on the terms set out in the Hire Contract which includes these Terms and Conditions of Hire. The Customer will be deemed to have agreed to the Hire Contract if the Customer proceeds to hire Equipment from WHITE LINE HIRE after being notified of these Terms and Conditions of Hire and Hire Contract, whether or not the Customer signs the Hire Contract. The Customer agrees to receive this Hire Contract and all associated documentation by electronic transmission. These Terms and Conditions of Hire apply to the exclusion of any other conditions proposed by the Customer, including any purchase order supplied by the Customer.

These Terms and Conditions of Hire may be changed by WHITE LINE HIRE from time to time by WHITE LINE HIRE giving written notice to the Customer. Notice is deemed given when WHITE LINE HIRE provides a copy of the new terms and conditions to the Customer (via email or other method). Changes to the Terms and Conditions of Hire apply to Hire Contracts made or extended after notice is given.

1. Definitions

A reference to the following terms in these Terms and Conditions of Hire has the meaning set out below:

Agreed Servicing means periodic servicing of the Equipment, if and when required by WHITE LINE HIRE, but does not include day to day maintenance, lubrication and care of the Equipment.

Collection Fee means the fee payable by the Customer to WHITE LINE HIRE for collection of the Equipment by WHITE LINE HIRE from the Location.

Customer means the person, firm organisation, partnership, corporation, trust or other entity hiring Equipment from WHITE LINE HIRE.

Damage Waiver Fee means the mandatory fee payable by the Customer for the POM Damage Guarantee which is equal to 10% of the Hire Charges, subject to clause 5.2

Delivery Fee means the fee payable by the Customer to WHITE LINE HIRE for delivery of the Equipment by WHITE LINE HIRE to the Location.

Estimated End Date means the date which may be specified in the Hire Contract on which it is estimated the Hire Period will end.

End Date means the date the Equipment is collected by or returned to WHITE LINE HIRE, or the date on which the Customer notifies WHITE LINE HIRE that the Equipment has stopped working (but only the equipment cannot be replaced promptly by WHITE LINE HIRE).

Equipment means any equipment provided by WHITE LINE HIRE to the Customer under this Hire Contract.

Force Majeure means the happening of an event or circumstance which:

- (a) is beyond the reasonable control of a party and prevents or delays that party from performing any of its obligations under this contract; and
- (b) could not have been avoided or overcome by that party by the exercise of reasonable foresight, care and due diligence; and
- (c) includes, but is not limited to:

- (i) an act of God including but not limited to earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, storm or hail ("Natural Disasters");

- (ii) strike, lockout, boycott, work ban or other labour dispute or difficulty; and

- (iii) acts of terrorism, civil disturbance, blockade, embargo, sabotage, insurrection, riot, malicious damage, epidemic or pandemic; but

- (d) excludes:

- (i) hardship due to currency fluctuation; and

- (ii) change in market conditions or market prices.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.

Hire Contract includes the written or verbal quote, initial tax invoice or other documents setting out the commercial terms of hire, the fees and charges, these Terms and Conditions of Hire, any credit application, guarantee and indemnity, security agreement, further periodic or final tax invoice, or other contractual documents entered into between WHITE LINE HIRE and the Customer. The Hire Contract includes any extension of the Hire Period, as varied by and on the basis of, the then current terms and conditions of hire.

Hire Charges means the amounts shown in the Hire Contract payable by the Customer to WHITE LINE HIRE, other than the Delivery Fee or Collection Fee.

Hire Period means the period from the Start Date until the End Date.

Insolvent means unable to pay debts when they fall due, in bankruptcy, in receivership, administration, liquidation, or subject to any arrangements, assignment or composition with creditors under legislation.

Location means the site at which the Equipment is to be used by the Customer as represented to WHITE LINE HIRE by the Customer in writing and any other site approved in writing by WHITE LINE HIRE.

Off-Hire Date means the date the Customer advises WHITE LINE HIRE verbally or in writing that the Equipment is no longer required.

POM Damage Guarantee means the Peace of Mind Damage Guarantee which provides coverage for theft, vandalism, accidental damage, collisions and Natural Disasters affecting the Equipment subject clause 10 of these Terms and Conditions of Hire.

PPSA means the Personal Property Securities Act 2009.

Replacement Cost means:

- (a) to the extent possible, the cost of acquiring replacement equipment of the same age, brand and model as the Equipment, including transport costs; or
- (b) if equipment of the same age, brand and model is not reasonably available, the cost of acquiring the closest reasonably available replacement for the Equipment, notwithstanding, that the replacement equipment may be new or newer and/or have different or improved brand or model, including transport costs.

Security Agreement means a security agreement as defined in the PPSA.

Security Interest means a security interest as defined in the PPSA.

Start Date means the date when WHITE LINE HIRE delivers the Equipment to the Customer from the time the Equipment leaves WHITE LINE HIRE's premises.

Terms and Conditions of Hire means these terms and conditions of hire, as amended from time to time by WHITE LINE HIRE, whereby amendments will apply to any Hire Contract that is entered into or extended after the amended version of the Terms and Conditions of Hire will be sent via email to the Customer.

2. Hire Period

The Hire Period commences on the Start Date at the time the Equipment leaves WHITE LINE HIRE's premises and shall continue until the End Date which may be before or after the Estimated End Date.

3. WHITE LINE HIRE' Obligations

WHITE LINE HIRE will:

- 3.1 allow the Customer to use the Equipment from the Start Date until the Off-Hire Date;
- 3.2 make the Equipment available to the Customer in good working order and condition and facilitate either collection by the Customer or delivery to the Location;

- 3.3 unless otherwise agreed by the parties, collect the Equipment from the Location within a reasonable period of the Off-Hire Date agreed to by WHITE LINE HIRE.

4. Obligations of the Customer

The Customer must:

- 4.1 obtain and maintain all relevant permits that may be required in relation to the placement of the Equipment;
- 4.2 ensure that any person collecting the Equipment on behalf of the Customer is authorised in writing by the Customer to do so;
- 4.3 satisfy itself on the Start Date that the Equipment is fit for the purpose for which it has been hired;
- 4.4 carry out a thorough hazard and risk assessment before using the Equipment and comply with all applicable laws including occupational health and safety laws;
- 4.5 at all times, operate the Equipment safely, only for its intended use, strictly in accordance with the law and any instructions of the manufacturer, whether supplied by WHITE LINE HIRE or posted on the Equipment and only with suitable motor vehicles and power sources (as applicable);
- 4.6 clean, fuel, lubricate and keep the Equipment in good condition, in accordance with the manufacturer's and WHITE LINE HIRE instructions, at the Customer's own cost;
- 4.7 at all times store the Equipment safely and securely up to and including the End Date. For the sake of clarity, between the Off-Hire Date and End Date, the Equipment must be kept in a safe and secure location that allows access for collection by WHITE LINE HIRE;
- 4.8 ensure that all persons operating and installing the Equipment are fully trained in its safe and proper use and, where required, hold current certificates of competency and are fully licensed;
- 4.9 display all safety signs and instructions (as required by law) and ensure that all instructions and signs are observed by the operators of the Equipment and others working at the Delivery Site;
- 4.10 notify WHITE LINE HIRE immediately if the Equipment breaks down or fails to operate properly;
- 4.11 allow WHITE LINE HIRE to enter the Location (or other site at which the Equipment is located with the prior written approval of WHITE LINE HIRE) to inspect and maintain the Equipment from time to time during the Hire Period during normal working hours. Additional charges may apply if WHITE LINE HIRE cannot inspect or maintain the Equipment during normal working hours;

4.12 report and provide full details to WHITE LINE HIRE of any accident or damage to the Equipment within 24 hours of the accident or damage occurring;

4.13 ensure the Equipment is clean and in good repair when collected by or returned to WHITE LINE HIRE; and

4.14 unless otherwise expressly agreed in this Hire

Contract, indemnify TLAS for all injury, loss, damage, cost or expense, arising in any way in connection with the hire of the Equipment or in breach of the Hire Contract, except to the extent that such injury, loss, damage, cost or expense is caused by the WHITE LINE HIRE, and the Customer shall have adequate insurance to cover all such liabilities.

The Customer must not:

4.15 damage or repair the Equipment;

4.16 move the Equipment from the Location without WHITE LINE HIRE' prior written consent;

4.17 sell, dispose of, deal with or encumber the Equipment in any way;

4.18 lease, hire, bail or give possession of the Equipment to anyone else ('sub-hire') unless WHITE LINE HIRE gives its prior written approval, in its absolute discretion. Any such sub-hire must be in writing in a form acceptable to WHITE LINE HIRE and must be expressed to be subject to the rights of WHITE LINE HIRE under this Hire Contract. The Customer must not vary a sub-hire without the prior written consent of WHITE LINE HIRE which may be withheld in its absolute discretion;

4.19 rely on any representation relating to the Equipment or its operation other than those contained in this Hire Contract;

4.20 allow any person to operate the Equipment that is affected by drugs and/or alcohol;

4.21 exceed the recommended or legal load and capacity limits of the Equipment;

4.22 use or carry any illegal, prohibited or dangerous substance in or on the Equipment;

4.23 exceed recommended or legal speed limits for the Equipment; or

4.24 use the Equipment after the Off-Hire Date.

5. Payments by Customer to WHITE LINE HIRE

5.1 On or before the Start Date (unless otherwise agreed in writing by the WHITE LINE HIRE), the Customer agrees to pay all amounts payable under the Hire Contract including but not limited to the Hire Charges, the Delivery Fee, the Collection Fee and, subject to clause 5.2, the Damage Waiver Fee.

5.2 The Customer must pay the Damage Waiver Fee unless the Customer provides to WHITE LINE HIRE, a Certificate of Currency for Hired In Plant insurance or other appropriate insurance policy approved by WHITE LINE HIRE that comprehensively covers loss or damage to the Equipment, noting that WHITE LINE HIRE is an interested party.

5.3 Hire Charges are calculated at the rate set out in the initial tax invoice or written or verbal quote provided by WHITE LINE HIRE which may be attached to the Hire Contract.

5.4 If the anticipated Hire Period exceeds one month, WHITE LINE HIRE may, at its discretion, issue tax invoices for amounts payable under the Hire Contract at monthly or other shorter intervals agreed between the parties.

5.5 Hire Charges will commence from the Start Date and continue until the Off-Hire Date, subject to clause 5.6(j) of these Terms and Conditions of Hire.

5.6 The Customer, must pay immediately on request from WHITE LINE HIRE:

(a) the new price of any Equipment which is for whatever reason not returned to WHITE LINE HIRE;

(b) all costs incurred in cleaning and decontaminating the Equipment including, if required by law or otherwise in WHITE LINE HIRE' reasonable judgement, WHITE LINE HIRE believes the Equipment or the operators have been exposed to harmful contaminants or substances such as asbestos or infectious diseases such as Covid 19;

(c) the full cost of repairing any damage to the Equipment except to the extent caused by WHITE LINE HIRE, unless otherwise expressly agreed in this Hire Contract;

(d) stamp duty, GST and other taxes, all tolls, fines, penalties payable in respect of this Hire Contract or arising from the Customer's use of the Equipment;

(e) all costs incurred by WHITE LINE HIRE in delivering and recovering possession of the Equipment to the extent that such costs exceed the Delivery Fee and the Collection Fee, except to the extent that WHITE LINE HIRE caused or contributed to the additional cost;

(f) interest for late payment of amounts owed by the Customer at the Default Rate;

(g) fees or charges payable by WHITE LINE HIRE for payments made by the Customer by credit card;

- (h) the cost of fuels and consumables provided by WHITE LINE HIRE;
- (i) any reasonable charges incurred by WHITE LINE HIRE if WHITE LINE HIRE is unable to inspect or carry out maintenance or repairs on the Equipment during normal working hours;
- (j) any additional Hire Charges if the Equipment is not ready and able to be collected by the time agreed with WHITE LINE HIRE on the Off-Hire Date; and
- (k) any reasonable costs and expenses incurred by WHITE LINE HIRE in enforcing this Hire Contract due to the Customer's Default, including but not limited to, where the debt is passed to a third party for collection, debt commissions, legal fees and any out of pocket expenses.

5.7 Without limiting WHITE LINE HIRE's rights under this Hire Contract, Customer authorises WHITE LINE HIRE to charge any and all amounts due and payable by the Customer under this Hire Contract to the credit card and/or debit such amounts from any bank account notified by the Customer. The Customer agrees to ensure that sufficient funds are available to pay all amounts payable under this Hire Contract.

5.8 The Customer agrees that its obligation to pay amounts payable under the Hire Contract continues notwithstanding any defect in, breakdown, accident, loss, theft or damage to the Equipment; and is not subject to set-off or reduction for any reason.

6. Warranties

The Customer warrants to WHITE LINE HIRE that:

- 6.1 all information given to WHITE LINE HIRE by the Customer in connection with the Hire Contract is correct and is not in any way misleading;
- 6.2 the Equipment will be used exclusively for the purposes for which it was hired;
- 6.3 the Customer has the right throughout the Hire Period to the use of, and access to, the Location and to allow WHITE LINE HIRE access to the Location for the purposes provided for in the Hire Contract; and
- 6.4 in entering into the Hire Contract, the Customer has not relied upon any representation or statement made by WHITE LINE HIRE or on its behalf.

7. Title to the Goods

Notwithstanding:

- 7.1 delivery of the Equipment to the Location or collection by the Customer;

7.2 the Customer's possession and use of the Equipment; or

7.3 the Customer's payments made under the Hire Contract;

WHITE LINE HIRE or its related entity retains sole ownership and title in the Equipment (except for Equipment which is subject to cross-hire in accordance with clause 9) at all times and the Customer holds the Equipment in the capacity of bailee of the Equipment.

8. PPSA

8.1 This clause applies to the extent that this Hire Contract provides for a Security Interest.

8.2 If the Hire Period (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) is approaching 2 years, is expected to exceed 2 years, or has exceeded 2 years, the Customer acknowledges and agrees that WHITE LINE HIRE may register a purchase money security interest (PMSI) under the PPSA in respect of the Equipment and this Hire Contract.

8.3 The Customer must promptly sign and deliver and documents and do any act that may be required by WHITE LINE HIRE to enable registration of the Security Interest under the PPSA.

8.4 Where the PPSA applies to action taken by WHITE LINE HIRE in relation to the Equipment, the Customer agrees that sections 116(2), 120, 125, 142 and 143 of the PPSA will not apply and waives its rights to receive any notices required under section 95, 118, 121, 123, 130, 132, 135 and 157 of the PPSA.

8.5 To assure performance of its obligations under this Hire Contract, the Customer hereby gives WHITE LINE HIRE an irrevocable power of attorney to do anything WHITE LINE HIRE considers the Customer should do under this clause 8, and WHITE LINE HIRE may recover the cost of doing anything under this clause 8 from the Customer, including registration fees.

9. Cross Hire from Third-Party Hirer

The Customer acknowledges and agrees that:

9.1 from time to time, in order to comply with a Customer's request to hire equipment, WHITE LINE HIRE may hire Equipment from third-party hirers, and sub-hire such Equipment to the Customer;

9.2 in such circumstances, WHITE LINE HIRE is subject to terms and conditions from the third-party hirer that may be different from these Terms and Conditions;

9.3 the third-party's terms and conditions apply to the Customer and the Customer agrees to comply

with the third-party's terms and conditions as though they had been restated in these Terms and Conditions of Hire (except to the extent of any inconsistency in which case these Terms and Conditions of Hire prevail);

- 9.4 the POM Damage Guarantee will apply to Equipment sub-hired to the Customer in accordance with this clause 9, but only up to the amount of \$500 (plus GST). Any amounts in excess of \$500 (plus GST) that WHITE LINE HIRE is charged by a third-party hirer in connection with any loss of or damage to the Equipment must be paid by the Customer to WHITE LINE HIRE on demand, including but not limited to waiver excess fees, damages and/or full replacement cost of Equipment.

10. POM Damage Guarantee

- 10.1 The Customer acknowledges and agrees that the

POM Damage Guarantee is not insurance and that the POM Damage Guarantee does not cover all Equipment.

- 10.2 POM Damage Guarantee only covers:

- (a) Variable Message Signs,
- (b) Variable Speed Limit Signals
- (c) Portable Traffic Lights;
- (d) Portable Light Towers;
- (e) Arrow Boards;
- (f) Portabooms;
- (g) CCTV Trailers; and
- (h) other Equipment nominated by WHITE LINE HIRE in writing from time to time;

that are owned by WHITE LINE HIRE or its related entity and or are subject of a cross-hire from another third-party hirer.

- 10.3 Where the Customer has paid the Damage Waiver Fee for hire of Equipment to which the POM Damage Guarantee applies, WHITE LINE HIRE waives its right to claim against the Customer for loss of the Equipment if:

- (a) In the case of theft, the Customer has promptly reported the theft to the police and provided WHITE LINE HIRE with a copy of the written police report;
- (b) the Customer has cooperated with WHITE LINE HIRE and provided WHITE LINE HIRE with details of the incident, including any written or photographic evidence required by WHITE LINE HIRE; and
- (c) the loss or damage does not fall into one or more of the circumstances set out in clause 10.5 of these Terms and Conditions of Hire.

- 10.4 WHITE LINE HIRE will not waive its rights to claim against

the Customer where theft, vandalism, accidental damage, collisions or Natural Disaster has:

- (a) arisen as a result of the Customer's breach of this Hire Contract;
- (b) been caused by the Customer's negligent act or omission;
- (c) arisen at any time whilst the Customer, its employees or agents, are transporting the Equipment;
- (d) been caused by a lack of lubrication or a failure to properly service or maintain the Equipment, other than Agreed Servicing;
- (e) arisen as a result misuse or abuse of the Equipment by the Customer;
- (f) been caused by overloading Equipment the or any of its components;
- (g) occurred whilst located or used at an unsecured building or construction site, including the Location and/or was not reasonably locked or secured;
- (h) arisen in connection with operation of the Equipment by the Customer in violation of any law, regulation or by-law;
- (i) been caused by exposure to any corrosive or caustic substance;
- (j) been caused to accessories including but not limited to lights;
- (k) been caused to tyres or tubes;
- (l) has arisen for any reason whilst located, used, loaded or unloaded, transported on or over or adjoining water, wharves, bridges, barges and vessels of all kinds.

11. Exclusion of Warranties and Liabilities

- 11.1 Where the Australian Consumer Law applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.
- 11.2 Otherwise, to the full extent permitted by law, all express and implied terms, conditions and warranties and guarantees (other than those terms expressly set out in the Hire Contract) are excluded.
- 11.3 Where WHITE LINE HIRE is not able to exclude a guarantee, term, condition, warranty, undertaking, inducement or representation imposed by legislation in relation to this Hire Contract, to the extent permitted by law, WHITE LINE HIRE's liability is limited, at WHITE LINE HIRE's election to:
- (a) in the case of goods, the replacement or repair of the Equipment, or the cost of having the Equipment replaced or repaired; and
 - (b) in the case of services, supplying the services again or the cost of supplying the services again.
- 11.4 To the full extent permitted by law, WHITE LINE HIRE will not be liable for any damage, injury or loss to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in connection with the hiring of the Equipment by the Customer.

12. Early Termination by WHITE LINE HIRE

- 12.1 If the Customer breaches this Hire Contract and fails to rectify such breach within 7 days of written notice from WHITE LINE HIRE requesting remedy of the breach, or if the Customer becomes bankrupt, insolvent or ceases business, then WHITE LINE HIRE may:
- (a) terminate this Hire Contract; and/or
 - (b) take legal action to recover of all monies owed by the Customer; and/or
 - (c) repossess the Equipment (and is authorised to enter upon the Location and any premises where the Equipment is located to do so).
- 12.2 If WHITE LINE HIRE terminates the Hire Contract under this clause 12, the POM Damage Guarantee is immediately invalidated, and the Customer must immediately permit WHITE LINE HIRE to access and collect the Equipment.
- 12.3 If the Customer fails to permit access for WHITE LINE HIRE to collect the Equipment, without limiting the remedies available to WHITE LINE HIRE, the Customer must pay to WHITE LINE HIRE the full replacement cost of the Equipment in accordance with clause 5.6(a)

of these Terms and Conditions of Hire. Without limiting the foregoing, the Customer acknowledges and agrees that failure to return or facilitate the collection of the Equipment as required by this Hire Contract, can be criminal theft and may be immediately reported to the police.

- 12.4 Following collection of the Equipment, additional charges may apply in accordance with clause 5.6 of these Terms and Conditions of Hire.

- 12.5 Termination of the Hire Contract does not affect any rights WHITE LINE HIRE has under this Hire Contract or at law or in equity.

13. Agreed Servicing of the Goods

If required, by WHITE LINE HIRE, the Customer shall make the Equipment available for carrying out Agreed Servicing of the Equipment during normal working hours at the Location or another location approved in writing by WHITE LINE HIRE shall notify the Customer in advance of carrying out Agreed Servicing. WHITE LINE HIRE may remove the Equipment from the Location if necessary to undertake the Agreed Servicing and if required provide substitute Equipment. The use of such substitute Equipment shall be subject to the Hire Contract as though it was the original Equipment.

14. Servicing outside Agreed Servicing

The Customer acknowledges that Agreed Servicing shall not include any necessary services, repairs and part replacements due to or arising from:

- 14.1 accidental or deliberate damage;
- 14.2 operation, maintenance or use of the Equipment (whether negligent or otherwise) not in accordance with these Terms and Conditions of Hire;
- 14.3 any modification, adjustment or repair to the Equipment not undertaken by WHITE LINE HIRE; or
- 14.4 any other cause (except fair wear and tear) which is not due to WHITE LINE HIRE' neglect or default.

15. Exclusion of Liabilities

- 15.1 To the full extent permitted by law WHITE LINE HIRE shall have no liability whatsoever to the Customer for any indirect or consequential loss or damage, including, but not limited to, wasted costs, loss of business opportunity, loss of profit, loss of income or loss of data, whether suffered by the Customer or a third party, arising out of or in connection with the provision of the Equipment pursuant to the Agreement.
- 15.2 WHITE LINE HIRE will make every reasonable effort to maintain availability of the Equipment but, to the full extent permitted by law, will not be liable for any downtime, wasted costs, damage or loss, including consequential damage or loss, incurred

by the Customer as a result of the provision of any service, maintenance or repair to Equipment under the Hire Contract.

16. Force Majeure

16.1 If either party is affected by Force Majeure, it

shall immediately notify the other party and give full details of the nature and extent of the circumstances in question.

16.2 Notwithstanding any other provision of the Hire

Contract neither party shall be deemed to be in breach or otherwise be liable to the other for any delay in the performance or the non-performance of any of its obligations under the Agreement (other than payment obligations), to the extent that the delay or non-performance is due to Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

16.3 Upon completion of the event of Force Majeure

the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under the Hire Contract.

16.4 Where Force Majeure delays or prevents the

return of the Equipment, the parties agree that the Hire Period shall be extended to the end of the Force Majeure (or longer as agreed) and the Customer agrees to pay the Hire Charges for the entire Hire Period, including the period of extension caused by the Force Majeure.

17. Indemnities

17.1 The Customer indemnifies WHITE LINE HIRE against:

- (a) liability for any death, injury or damage to any person or property arising from the Customer's possession or use of the Equipment;
- (b) any liability which WHITE LINE HIRE may incur under any legislation by reason of the use of the Equipment for any purpose other than as stated by the Customer to WHITE LINE HIRE;
- (c) anything done by WHITE LINE HIRE in exercise or purported exercise of WHITE LINE HIRE's rights under the Hire Contract;
- (d) any claim affecting WHITE LINE HIRE's interest in or title to the Equipment and any action taken by WHITE LINE HIRE to protect such interest and title; and
- (e) any breach by the Customer of its obligations under the Hire Contract.

17.2 Each indemnity in this clause is a separate and

independent obligation and continues after termination or expiry of the Hire Contract.

18. Severance

If any provision of these Terms and Conditions of Hire is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

19. Governing Law

This Agreement is governed by the law of the state of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of that Victoria.

20. Waiver

No waiver by WHITE LINE HIRE of any default, breach or repudiation by the Customer will affect WHITE LINE HIRE's rights in respect of any further or continuing default, breach or repudiation.

21. Assignment

21.1 WHITE LINE HIRE may sell, assign, sub-contract or license all rights and obligations under the Hire Contract or to the Equipment without the Customer's consent.

21.2 The Customer is not permitted to sell, assign, sub-contract or license any of its rights or obligations under the Hire Contract without first obtaining WHITE LINE HIRE's written consent.

22. Notices

22.1 Any notice to be given must be addressed to the relevant party at the address or email address set out in the Hire Contract or at the address or email address last notified by each party to the other in writing.

22.2 Notices may be hand delivered, sent by pre-paid mail or email.

22.3 Notices sent:

- (a) by pre-paid mail will be taken to be received on the third Business Day after posting; and
- (b) by email will be taken to be received on production of a delivery receipt from the computer or other device from which the email was sent, indicating a successful transmission of the email.

23. Privacy

WHITE LINE HIRE will collect, use and disclose the Customer's personal information in accordance with the Privacy Act 1988 (Cth) and its privacy policy. Other than in the circumstances allowed under the *Privacy Act 1988* or WHITE LINE HIRE's privacy policy, WHITE LINE HIRE will not disclose such personal information to other parties. The Customer may contact WHITE LINE HIRE at any time to access or change any personal information provided to WHITE LINE HIRE.