

1. Terms & Conditions
2. Disclaimers
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1.1 Introduction The website www.compareandhire.com.au ("website") is owned and operated by H S Kaya Investments Pty Ltd (ABN 13 181 499 030) ("C & H"), registered at 329 Sydney Rd, Brunswick, Victoria, 3056, Australia. In these terms, "we", "our" and "us" means Compare and Hire ("C & H").

1.2 Acceptance of Terms and Conditions

The terms and conditions act as a legal contract between us, the website and the customer ("you"). It is used to maintain our rights. Your use of and access to the website is subject to these terms and conditions. By accessing and using the website you agree to these terms and conditions. If you do not agree with the terms and conditions, you are not permitted to use the website and should stop accessing it immediately. The terms and conditions may be updated from time to time without notice. Any subsequent use and access to the website by you means that you have accepted the changes to the terms and conditions.

The website is for Australian residents, aged 18 years and over and all prices are in AUD. The products, prices, photos, product descriptions and product specifications are updated frequently. Products may be withdrawn or become unavailable at any time, without notice.

1.3 Our Website and Third Party Products

The C & H website provides information through a search function to obtain quotes/prices and compare the products based on your search criteria. These products are not provided by us, they are provided by third parties of whom we do not have control of. The products on our website are not representative of all products available in the market. Before making a decision to hire a product, you should consult the relevant product documents. C & H do not endorse any products by any third parties, the third party or the third party website. We are not responsible or liable for any loss or damage you or any third party may suffer or incur in connection with any product you obtain after using this website or for any acts, omissions, errors, or defaults of any third party in connection with that product. Our website contains statements regarding the terms of the products, including descriptions, photos and specifications. Some of this information is generalised in order to give a summary of the products listed. However not all products are the same (brand, specifics and descriptions) and you should confirm the exact terms of any product that you intend to hire before hiring that product. Any product may be

changed or withdrawn at any time, without notice. The availability of products is subject to change. The images of the products may not be the exact product available to hire. Some images have other items such as accessories or attachments to show how it is used, this does not mean they are also part of the hire, please refer to the description and third party terms and conditions. We give the third party suppliers the option to add their own image and description for the plant and equipment listed for hire. We are not responsible for any inappropriate images or language used in their listing. Please contact C&H to inform us if there is anything inappropriate listed on the website. We will do our best to keep the plant and equipment listings appropriate. The C & H website has advertisement and links to other websites not operated by us. We do not endorse or control the content on these other websites. We do not take responsibility for any loss from your use and access to these websites.

1.4 General We intend to provide information that is accurate on our website, however your access and actions on the website are done at your own risk and we accept no liability for any losses you incur as a result. We have put great effort into providing information for your ability to search, compare and hire plant and equipment, however we cannot guarantee that the information is free of errors, omissions or suited for your particular requirement. C & H cannot assure the website will be free of viruses, however we will strive to provide a safe and reliable service. We don't accept responsibility for viruses introduced into your computer system from using our website. We cannot guarantee the website will operate uninterrupted or secure. You must not compromise the safety and security of the website. It is not permitted to copy, extract, republish or reproduce the information on the website. Unlawful use of this website is not allowed.

1.5 Our service and how we are paid We provide a service on our website which allows you to search, compare and hire products, provided by third parties. Our comparison and hire service has a booking (administration) fee applied when you complete a hire booking through our website. We also have subscriptions for our third party suppliers to join and upload their products (plant and equipment) for hire.

1.6 Customer registration and log in You are able to set up an account for personal hire/use. A username and password is created and to be used only by you. You must keep your log in details private and safe. It is recommended that you change your password periodically to keep it safe. If you suspect your log in details have been accessed fraudulently, you must notify us in writing immediately, or you may be liable for any actions taken during the fraudulent activity. We have the authority to close your account if we believe you have breached

the terms and conditions. You will be notified if this occurs.

1.7 Intellectual Property Rights "Compare and Hire", "Compare and Hire Australia", logos, visual media, are all associated, owned and represented by Compare and Hire. The layout, design and content of the entire website is subject to copyright.

1.8 Governing Law The terms and conditions and access to the website are governed by the laws of Victoria, Australia.

1.9 Bookings, cancellations and changes All items hired through the C&H website are to be used in accordance with the third-party terms of use / hire. The hire agreement is between you and the third-party supplier. Any disputes or issues relating to the agreement is to be addressed with the third-party supplier. C & H do not take any responsibility for the third-party suppliers agreement with you. There may be a minimum hire period, please check the third-party terms and conditions. All bookings made on C&H website can be cancelled or changed with 72 hours notice before the booking start date (less the \$4.00 Admin Fee). If the booking is cancelled when there is less than 72 hours until the start of the booking, there will be no refund of payment, this is due to the item being reserved for the booking and a loss of costs for the third party. If you have made a booking after 2:00 pm for the following day, the delivery time for that item cannot be guaranteed. Extra fees and charges may apply if changes are made to a booking. If a third-party supplier does not deliver their plant and equipment as agreed, please advise C & H.

1.10 Payments and Refunds Payments for the bookings are to be made when the item is booked, through our secure payment system on the website. There may be additional charges payable to the third-party supplier for delivery wait time, additional attachments or accessories and extra kilometres for delivery.

1.11 Delivery The delivery time cannot be guaranteed. Delivery is calculated using Google Maps based on the fastest route from Third-party supplier warehouse to delivery location. Extra fees may apply where extra kilometres are travelled above the third-party suppliers base delivery rate.

1.12 Ownership of the Plant and Equipment (Third Party Products) You have rights to use the plant and equipment however the title for the plant and equipment remains with the Third Party Owner. The plant and equipment must be used according to the third party suppliers terms and conditions and must be returned to the third party supplier (as agreed). Any changes to the hire agreement is between you and the third party supplier, therefore you must read the third party suppliers terms and conditions.

1.13 Disputes You must check all booking/hire charges once the confirmation of the booking comes through. If there are

any disputes in relation to the charges, it must be communicated to C&H in writing within 30 days of the hire booking date. If there is no communication from you regarding a dispute within the 30 days, you have accepted the hire charges.

2. Disclaimers We recommend that you consult your independent advisors before you search, compare and hire from our website, as we will not be responsible for any loss, damage, cost or expense incurred by you as a result of any errors, omission, or misrepresentation of any information from our website.

The price displayed on the plant and hire equipment listing reflects the basic delivery calculation and daily hire. There may be extra charges, for example late return of plant and equipment, damage, additional delivery fees (early delivery or extra kilometres), additional days of hire. Any additional fees will need to be paid to the Third-party supplier directly. It is important to read and understand our terms and conditions and the third-party supplier terms and conditions will be available on the listing for the plant and equipment.

3. Privacy Policy

Compare and Hire is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.aaic.gov.au.

What is Personal Information and why do we collect it? Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including correspondence, by telephone and facsimile, by email, via our website www.compareandhire.com.au, from your website, from media and publications, from other publicly available sources, from cookies and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or

disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

Disclosure of Personal Information

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing. Compare and Hire will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing the requested information.

Maintaining the Quality of your Personal Information

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your

Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

Policy Updates

This Policy may change from time to time and is available on our website.

Privacy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy please contact us at:

admin@compareandhire.com.au
PO Box 785 Pascoe Vale 3044 VIC
Australia | Phone 03 9084 2090

COMPARE & HIRE

Australia

1. Terms and Conditions (in addition for the third-party suppliers)

The website www.compareandhire.com.au ("website") is owned and operated by H S Kaya Investments Pty Ltd (ABN 13 181 499 030) ("C & H"), registered at 329 Sydney Rd, Brunswick, Victoria, 3056, Australia. In these terms, "we", "our" and "us" means Compare and Hire ("C & H").

1.1. By registering as a subscriber to C & H, the Third-Party Supplier known as "you" from this point on, agree with and comply to the Terms and Conditions (listed here and our Customer Terms and Conditions available on Compareandhire.com.au under customer registration). The terms and conditions are an extension to the Customer Terms and Conditions. Where applicable, the Customer Terms and Conditions must be abided by the you.

The terms and conditions act as a legal contract between us, the website and you. It is used to maintain our rights. Your use of and access to the website is subject to these terms and conditions. By accessing and using the website you agree to these terms and conditions. If you do not agree with the terms and conditions, you are not permitted to use the website and should stop accessing it immediately. The terms and conditions may be updated from time to time without notice. Any subsequent use and access to the website by you means that you have accepted the changes to the terms and conditions.

The website is for Australian residents, aged 18 years and over.

1.2. We offer three types of subscription plans:

- Free subscription (up to 3 plant and equipment listings)
- Business subscription (up to 30 plant and equipment listings)
- Premium subscription (unlimited plant and equipment listings)

With all the subscription plans listed above, the terms with C & H are for 12 months (minimum), unless otherwise agreed in writing with C & H. The prices for these plans are subject to change and as a subscriber you will be notified.

The start date of the subscription is the day the third-party supplier registers on C & H website. The end date is the following years start date, for example 01/03/2019 (start) to 01/03/2020 (end).

C & H only accepts payments for subscription plans through Credit / Debit card, unless otherwise agreed with C & H. Payments are taken as either monthly or annually. Annual subscription plan receives a 25% discount. Monthly subscription plan

is charged on the Credit / Debit card every month, on the same day as the registration day, or if the day falls on a public holiday or weekend, the next business day. When signing up for the monthly subscription plan, you are committing to making monthly payments for 12 months.

Credit / Debit card details are taken within the registration stage of your account setup. If you have selected a "FREE" account subscription, your card will not be charged.

You must warrant your Credit / Debit card has adequate limit and/or available funds for the subscription plan fee. If payment is declined, you may incur additional bank dishonour fees (from your bank) and C & H administration fee of \$15.00. If payment is not received, your account will be suspended until further notice or until your payment has been received.

You can view your C & H invoices through your login > Dashboard > Subscriptions > My invoices.

1.3. Early cancellation of subscription plan must be made in writing (email or post) to C & H and will incur a penalty/processing fee. For monthly subscription cancellations, two months fees will be charged. For yearly subscription cancellations, three months fees will be charged, if applicable the remaining months fees will be refunded.

2. General 2.1 By registering your business with C & H, you are provided with a login. Please keep this safe and change your password periodically for security reasons. 2.2 Your login allows you to use our specially designed online software system, known from this point on as your 'Dashboard'. The Dashboard gives you the ability to view your bookings, inventory, Subscription plan, C & H invoices, customer payments, internal messages and reporting.

2.3 Any changes to your business contact details must be updated on your 'Dashboard' (by clicking on the icon on the top right-hand side icon > Profile). This is your responsibility.

2.4 The purpose of our service/website is to provide your business with value and the opportunity to grow by increasing the amount of hire bookings.

2.5 C & H website allows the customer to search, compare, book and pay for the hire of plant and equipment. As the supplier, you will receive notification through the Dashboard and email for the hire booking. When you list your plant and equipment, you can upload your own terms and conditions for hire, photos of the equipment, specific details about the plant and equipment, price and delivery fee.

2.6 It is your responsibility to make sure your plant and equipment inventory is up to date. As anything listed on your account as 'Active' means it is listed online and available for everyone to see and hire.

2.7 You can list different locations for your plant and equipment.

2.8 We have an online internal messaging system for you to communicate with C & H

admin. It can only be accessed through your Dashboard.

2.9 Your subscription plan allows your business to have unlimited hires. 2.10 C & H can provide you with technical support and training. We also have "How To" guides and videos for further assistance.

2.11 C & H has comprised a list of the most commonly used plant and equipment for hire on the market. If you require a new plant and equipment listing not on our database, you can email us through the Dashboard > Inventory Manager > Request to Add an Equipment/Product. The message must include: Equipment Category, Equipment Sub Category, Equipment Type, Specifics (dimensions, weight, model, etc)

2.12 Upon listing your plant and equipment on C & H website, it is your responsibility to upload your terms of use for hire.

2.13 Each plant and equipment type have general information about the description and specifications. This is only a guide for the customer. You need to add further relevant information about the plant and equipment you are listing to hire, such as make, model, etc.

3. Payments, Cancellations Full payment of the booking hire is received upfront from the customer and paid straight into your Credit / Debit card (same card from the registration). No refunds are given to the customer if they cancel within 72 hours of the booking date. Cancellation made before 72 hours of the booking date will be refunded back to the customer (less the \$4.00 Admin Fee).

You can view the payments received for each booking through your Dashboard > Order Management > Payment Table.

4. Account Suspension (inactive) 4.1. C & H has the right to suspend your account if we believe you have used inappropriate images or information, without notice. 4.2. If a hire booking has been placed, your payment for hire has been received, but you do not deliver the machine, your C & H account will be suspended until further notice.

4.3. Any further breaches of these terms and conditions will result in the account being suspended.

4.4. Account will be suspended if a payment for the subscription is not received or dishonoured.

5. Prices 5.1. All prices listed on the C & H website include GST (where applicable) and are in AUD.

5.2. The onus relies on you for displaying, updating, changing the price of the plant and equipment for hire. Once the price is listed on the plant and equipment hire, it is there for everyone to view.

6. Delivery 6.1. The delivery fee is entered by you into the listing for the plant and equipment on C & H website, where you have selected "Delivery Available". The fee is broken down into a base rate and extra kilometre charges.

We have multiple base rates to choose from: 0 to 20 km; 0 to 30 km; 0 to 40 km; 0 to 50 km. (Only one can be selected). Any kilometres travelled above the base rate will be charged as "Additional Delivery Cost". For example, \$4.00 per kilometre over the base rate.

We advise that you enter as much detail about your delivery charges and additional kilometre charges in the *Delivery Instructions field*, as this will appear in the listing for the plant and equipment for your customer to see.

6.2. C & H uses google maps to calculate the distance between warehouse location (your location of the plant and equipment) and the customers delivery location. The system uses the fastest route at the time of the booking to calculate the distance and price for delivery.

7.Hire agreement between you and the customer 7.1.The hire and use of the plant and equipment is a separate agreement between you and the customer. You must provide the terms of hire to the customer on your plant and equipment listing on C & H website.

7.2.Insurance on the plant and equipment is your responsibility. Any damage to the plant and equipment is not C & H's responsibility. You agree to follow the laws governing hire and use of plant and equipment contracts between you and the customer.

7.3.We provide a service for you to use our website to list and advertise your products. We do not regulate or govern hire contracts and agreements, that is between you and the customer. If there is any loss, theft or damage to the plant and equipment, C & H will not be liable. Plant and equipment not returned by the customer is not the responsibility of C & H. 8. By agreeing to these terms and conditions you waive C & H liability of any damage, lost or stolen plant and equipment.

Governing Law The terms and conditions and access to the website are governed by the laws of Victoria, Australia.