

The Terms & Conditions of Rental Agreement

1. Payments by Renter

- (a) You must pay to Toolman Rentals the Deposit on or before the Commencement Date, and
- (b) You must pay to Toolman Rentals the agreed payment each nominated day during the Rental Period by direct debit from your nominated bank account.
- (c) Your obligation to pay the nominated payment continues even if the Tools are no longer in your possession, or are damaged, defective or being repaired.

2. Obligations of Renter

- (a) You must keep the Tools in proper working order, at your expense, and
- (b) You must pay for any maintenance and repairs (outside of warranty claims) required for the Tools, and
- (c) You must make the Tools available for inspection by Toolman on reasonable notice, and
- (d) You must promptly return the Tools to Toolman Rentals, if requested by Toolman Rentals, if you are in default of your obligations in accordance with this agreement, and
- (e) You must not sell the Tools or otherwise part with possession of the Tools during the Rental Period, and
- (f) You must make sure that you do not do anything to cause to insurance policy in relation to the Tools to be voidable by the insurer, and
- (g) You must immediately notify Toolman Rentals if the Tools are lost, damaged or destroyed.

3. Ownership of Tools

- (a) You do not own the Tools;
- (b) The Tools are owned by Toolman Rentals;
- (c) Property in the Tools remains with Toolman Rentals until all monies are paid to Toolman Rentals in accordance with the terms of this agreement and the Rental Period expires;
- (d) You will become the owner of the Tools when the Rental Period expires, but only if you have paid all monies to Toolman Rentals in accordance with the terms of this agreement, and you are not otherwise in default of this agreement.

4. Termination on Default

- (a) You are in default of this agreement if :
 - (i) You fail to pay the Nominated Payment on time or at all, or
 - (ii) You are in breach of any of your obligations set out in this agreement,
- (b) If you are in default of this agreement Toolman Rentals is entitled to:
 - (i) Charge you a default fee of \$50.00 per week while you are in default, in addition to the Nominated payment
 - (ii) Terminate this agreement by giving you written notice of termination, and
 - (iii) A return of the Tools forthwith.

5. Ending this Agreement

You can end this agreement at any time by giving written notice to Toolman Rentals and paying to Toolman Rentals in a lump sum the total of the nominated payments required to be made by you for the remaining Rental Period.

6. Insurance

- (a) Tools are not insured by Toolman Rentals.
- (b) Toolman Rentals can insure the tools if requested.
- (c) Tools must be insured by the renter either under household contents or a specified policy.

7. Variation of Agreement

No variation of this agreement shall be effective unless in writing and signed by both Toolman Rentals and yourself.

8. Guarantee and Indemnity

The guarantor by his execution of this agreement irrevocably guarantees and agrees :

- (a) To pay to Toolman Rentals at its request all monies payable pursuant to this agreement by the Renter which are unpaid, and
- (b) To pay to Toolman Rentals at its request all default fees payable pursuant to this agreement by the Renter which are unpaid, and
- (c) Perform any of the obligations of the Renter pursuant to this agreement, which the Renter has failed to perform.
- (d) To indemnify Toolman Rentals against any loss and damage whatsoever suffered by it due to the default of the Renter in the performance and observance of the terms and conditions of this agreement.

Definitions

In this agreement, the following words have the following meanings:

'**Deposit**' means the amount of Deposit specified in the Rental Document.

'**Guarantor**' means the person named in the Rental Document as required

'**Rental Document**' means the document headed Rental Document attached to these terms and conditions.

'**Rental Period**' means the Rental Period set out in the Rental Document.

'**Renter**' means the person named in the Rental Document.

'**Toolman Rentals**' means Christopher David McDonough and Patrick Anthony McDonough trading as "Toolman Rentals".

'**Tools**' means the tools specified in Section 3 of the Rental Document.

'**Nominated Payment**' means the Weekly Payment set out in the Rental Document.

'**You**' means the Renter.