

# Rent then Buy Terms and Conditions

These Rent then Buy Terms and Conditions (**Terms**) set out the terms and conditions upon which the Hirer may rent then buy the Trailer from the Owner. By accepting a quote online, accepting delivery of the Trailer, or otherwise returning a signed Contract to the Owner, the Hirer agrees to these Terms.

## 1. Definitions

1.1 In these Terms:

- (a) **Commencement Date** means the date for commencement of the hire as specified in a Contract or otherwise agreed in writing between the parties.
- (b) **Contract** means a written contract signed by the Hirer, which set out the key terms of the hire.
- (c) **Default Event** means the occurrence of any one or more of the following events:
  - (i) a failure by the Hirer to pay any amount due to the Owner by the Hirer under these Terms or to observe or perform any material obligation by the Hirer under these Terms;
  - (ii) the Hirer is presumed insolvent within the meaning of section 459C(2) of the *Corporations Act 2001* (Cth), becomes bankrupt, is unable to pay its debts as and when they become due and payable, is placed into liquidation, or if any proceedings are issued or an event occurs intended to lead to any of those consequences or if any other action relating to insolvent debtors occurs in relation to the Hirer; or
  - (iii) the Hirer disputes the terms of any title retention or granting of a Security Interest provision applicable to any Trailers supplied to the Hirer by the Owner, or refuses to return the Trailer to the Owner where demanded by the Owner under these Terms.
- (d) **Deposit** means the deposit, if any, set out in a Contract or otherwise agreed in writing between the Owner and the Hirer.
- (e) **Expiry Date** means the date which is 12 months from the Commencement Date or such other period as agreed in a contract.
- (f) **Hirer** means the customer, hirer or purchaser of the Trailer under these Terms.
- (g) **Owner** means Rent then Buy Pty Ltd ACN 096 422 445.
- (h) **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- (i) **Purchase Option** has the meaning set out in clause 8.2.
- (j) **Purchase Option Price** means the value of the Trailer at the time of exercise of the Purchase Option calculated as:
  - (i) the list price of the Trailer (including all other options and fittings), plus
  - (ii) the registration costs,as agreed in writing between the parties (**Total Value**), reduced by:
  - (iii) on the first anniversary of the Commencement Date, an amount equal to 50% of the Rental Payments paid by the Hirer in the initial 12 months; and
  - (iv) for each of the second, third and fourth anniversary of the Commencement Date (as applicable), an amount equal to 28% of the Rental Payments paid in each subsequent 12-month period (up to and including the fourth anniversary of the Commencement Date).
- (k) **Rental Payments** means the payments made by or on behalf of the Hirer for the hire of the Trailer as specified in a Contract or otherwise agreed in writing between the Owner and the Hirer.
- (l) **Security Interest** has the meaning given to it in the PPSA.
- (m) **Total Loss** means the Trailer is, in the Owner's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
- (n) **Trailer** means the trailer and all related accessories and equipment attached thereto or hired by the Hirer under these Terms, as specified in a Contract or otherwise agreed in writing between the Owner and Hirer.

## 2. Terms and Conditions of Hire

- 2.1 The Owner shall hire the Trailer to the Hirer subject to these Terms.
- 2.2 The Owner shall not, other than in the exercise of its rights under this document or applicable law, interfere with the Hirer's quiet possession of the Trailer.

## 3. Rental period

- 3.1 This document and the hiring of the Trailer commences on the Commencement Date and ends, subject to clause 3.2(b), or any earlier termination of this document, on the Expiry Date (**Term**).

- 3.2 If the Trailer is not returned to the Owner in good working order and repair by the Expiry Date and the Purchase Option has not been exercised by the Hirer, these Terms shall continue in force on a month-to-month basis until the earlier of:

- (a) the Trailer being delivered to the Owner in good working order and repair;
- (b) the Purchase Option Price being fully paid; or
- (c) the Owner electing to terminate the agreement on the occurrence of a Default Event or otherwise on 7 days' notice.

## 4. Rental payments

- 4.1 The Hirer shall pay the Rental Payments to the Owner on a weekly basis. The Rental Payments shall be paid in Australian dollars into the account nominated by the Owner in writing from time to time.
- 4.2 The Rental Payments are inclusive of GST and any other applicable taxes and duties or similar charges.
- 4.3 All amounts due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4 If any amount payable by the Hirer under these Terms is not paid in full on the due date, the Owner will send a reminder to the Hirer allowing a further seven days from the due date to pay, and:
  - (a) interest will accrue daily on that unpaid amount at a rate of 8% per annum from the date that is seven days after the date the unpaid amount was due, until it is paid in full; and
  - (b) the Owner may, at its discretion, charge the Hirer an administration fee to cover any administration costs associated with the late payment.
- 4.5 The Owner may charge interest and charge administration fees on overdue amounts:
  - (a) without prejudice to any other rights the Owner may have under these Terms; and
  - (b) despite obtaining any judgment for any amount owing under these Terms.

## 5. Deposit

- 5.1 This clause shall apply where the parties have agreed that the Hirer will be liable to pay a Deposit to the Owner.
- 5.2 The Deposit is a deposit against default by the Hirer of payment of any Rental Payments or any loss of or damage caused to the Trailer.
- 5.3 The Hirer shall pay the Deposit to the Owner.
- 5.4 If the Hirer fails to make any Rental Payments in accordance with these Terms or causes any loss or damage to the Trailer (in whole or in part), the Owner shall be entitled to apply the Deposit against such default, loss or damage.
- 5.5 The Hirer shall pay to the Owner any sums deducted from the Deposit within ten (10) Business Days of a demand for the same.
- 5.6 Unless the parties agree to offset the Deposit against the Purchase Option Price, the Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Term.

## 6. Delivery/ pick up

- 6.1 Delivery of the Trailer shall be made by the Owner in the manner set out in the Purchase Order.
- 6.2 The Owner shall use all reasonable endeavours to effect delivery by the date and time agreed between the parties.
- 6.3 Risk shall transfer upon delivery in accordance with clause 8 of these Terms.
- 6.4 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the delivery of the Trailer. The Owner will allow reasonable time for the representative to inspect the Trailer for visible damage prior to unloading and delivery.
- 6.5 Acceptance of delivery by such representative shall constitute evidence that the Hirer has examined the Trailer and has found it to be fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).
- 6.6 If required by the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.

## 7. Registration

- 7.1 The Trailer will remain registered to the Owner during the Term and all registration fees will be paid for by the Owner.
- 7.2 Where the Hirer exercises the Purchase Option, the outstanding registration fees will be charged to the Hirer on a pro rata basis.

## 8. Title and Risk

8.1 The Owner retains full legal and beneficial title to the Trailer until the Hirer has paid the Purchase Option Price, notwithstanding:

- (a) the delivery of the Trailer to the Hirer;
- (b) the possession and use of the Trailer by the Hirer; and
- (c) any temporary attachment of the Trailer to any land, buildings or motor vehicles to facilitate use of the Trailer,

subject only to the rights of the Hirer as a mere bailee of the Trailer with a right only to use them in accordance with, and under, these Terms.

8.2 The Hirer shall have the option at any time after the Expiry Date to purchase the Trailer during the Term for the Purchase Option Price upon providing written notice to the Owner (**Purchase Option**).

8.3 Upon payment by the Hirer to the Owner of the Purchase Option Price, ownership of the Trailer passes to the Hirer.

8.4 On exercise of the Purchase Option, a pro-rata adjustment will be made for any registration fees pre-paid following the transfer of title in the Trailer to the Hirer.

8.5 The risk of loss, theft, damage or destruction of the Trailer shall pass to the Hirer on delivery.

8.6 The Trailer shall remain at the sole risk of the Hirer during the Term and any further term during which the Trailer is in the possession, custody or control of the Hirer until such time as the Trailer is redelivered to the Owner.

## 9. Insurance

9.1 The Hirer must effect and maintain general insurance of the Trailer for its full insurance value against damage or destruction caused by accident and any other insurable risk commonly insured against in regard to Trailer of a similar nature, at all times during the Term or while the Hirer retains possession of the Trailer.

9.2 On commencement of the hire, the Hirer may elect to purchase an optional damage waiver for an additional fee as agreed, to cover the Hirer for the repair or replacement cost of the Trailer in the event of an accident (accidental structural damage to the Trailer only).

9.3 The damage waiver under clause 9.2 does not apply to:

- (a) cover against theft of the Trailer;
- (b) normal wear and tear of the Trailer;
- (c) damage to paintwork;
- (d) dents to the body of the Trailer;
- (e) wheels and tyres;
- (f) jockey wheels;
- (g) broken lights and wiring; or
- (h) deliberate damage, over loading, unsecured loads, incorrectly loaded goods or the unlawful use of the Trailer.

9.4 The Owner is irrevocably authorised to appropriate any insurance or other moneys received by it in respect of an insurance policy relating to the Trailer towards any moneys then due and owing by the Hirer to the Owner under these Terms.

## 10. Hirer covenants and safety obligations

10.1 The Hirer, must before commencing use of the Trailer, ensure that:

- (a) safety chains are attached to tow vehicle correctly;
- (b) the coupling handle is correctly down; and
- (c) all lights are working correctly.

10.2 The Hirer shall during the Term:

- (a) assume all risks and liabilities for and in respect of the Trailer and for injuries to or deaths of persons, and damage to property arising from the delivery, possession, use and storage of the Trailer;
- (b) ensure that the Trailer is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Owner;
- (c) take such steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Trailer is at all times safe and without risk to health when it is being set, used, cleaned or maintained;
- (d) make no alteration to the Trailer and shall not remove any existing component(s) from the Trailer unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Trailer shall vest in the Owner immediately upon installation;

(e) keep the Owner fully informed of all material matters relating to the Trailer;

(f) only use the Trailer on gazetted roads and not use the Trailer on unsealed roads;

(g) permit the Owner or its duly authorised representative to inspect the Trailer at all reasonable times and for such purpose to enter any premises at which the Trailer may be located that is controlled by the Hirer, and grant reasonable access and facilities for such inspection;

(h) maintain operating and maintenance records of the Trailer and make copies of such records readily available to the Owner, together with such additional information as the Owner may reasonably require;

(i) not, without the prior written consent of the Owner, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Trailer or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(j) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Owner in the Trailer;

(k) not dispose of, sell or assign any right or interest, grant any Security Interest in, or part possession with the Trailer during the Term;

(l) not suffer or permit the Trailer to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Trailer is so confiscated, seized or taken, the Hirer shall notify the Owner and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Trailer and shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(m) not use the Trailer for any unlawful purpose;

(n) ensure that at all times the Trailer remains identifiable as being the Owner's property and wherever possible shall ensure that a visible sign to that effect is attached to the Trailer;

(o) unless the Hirer has exercised the Purchase Option, deliver up the Trailer at the end of the Term or on earlier termination of these Terms at such address as the Owner requires, or if necessary allow the Owner or its representatives access to any premises where the Trailer is located for the purpose of removing the Trailer; and

(p) not do or permit to be done anything which could invalidate the insurances referred to in clause 6.

10.3 The Hirer must only use the Trailer in accordance with applicable road safety rules.

10.4 The Hirer warrants that the Hirer has the necessary skills and expertise to:

- (a) correctly connect and disconnect the Trailer coupling hitch;
- (b) correctly apply the safety chain connections to the Trailer;
- (c) correctly apply the Trailer light plug connections;
- (d) conduct the light operation checks, prior and after use;
- (e) ensure safe load distribution on and off the trailer;
- (f) ensure any load is safely secured during loading and unloading activities, or when parked or under tow;
- (g) correctly secure the jockey wheel when the trailer is both under tow and not under tow;
- (h) assess the maximum load rating allowed for the Trailer;
- (i) connect the braking system of the trailer (if applicable); and
- (j) not operate the Trailer with over or under inflated tyres.

10.5 The Hirer acknowledges that the Owner shall not be responsible for any loss of or damage to the Trailer arising out of or in connection with any negligence, misuse, mishandling of the Trailer or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Owner on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with these Terms.

## 11. Maximum loads and towing capacity

11.1 The Hirer acknowledges that the aggregate Trailer mass must not exceed the maximum towing capacity of the tow vehicle as specified in the vehicle's hand book.

## 12. Secure the Load

12.1 The Hirer agrees to secure all property and goods within the parameters of the Trailer. The Hirer is responsible for the correct and safe connection of the Trailer to the towing vehicle. The Hirer will tie down or secure the load using the correct tie down straps and or trailer nets as offered by the Owner.

- 12.2 The Hirer agrees not to use the winch on the car carrier to secure the load under any circumstances.
- 12.3 The Hirer agrees that all fully enclosed Trailers (including furniture vans and furniture trailers) are not guaranteed to be waterproof, or dust proof and that the Hirer must take precautions to prevent water damage to any goods the Hirer encloses within the Trailer.
- 12.4 The Hirer agrees to have the Trailer coupling attached to the tow vehicle at all times whilst loaded and during unloading.
- 12.5 The Hirer agree to:
- use the jockey wheel to raise and lower the Trailer; and
  - not use the jockey wheel to manoeuvre the Trailer.
- 13. Trailer warranty**
- 13.1** The Owner warrants that the Trailer is in good and proper order, repair and condition and complies with the manufacturer's specifications as at the date of the contract. A manufacturer's warranty applies to all equipment forming part of the Trailer.
- 14. Maintenance and repair**
- 14.1 The parties agree that the Hirer will conduct at its expense all maintenance or repairs to the Trailer including all general servicing and routine maintenance and must maintain the trailer to a roadworthy condition.
- 14.2 The Hirer must:
- inform the Owner as soon as is reasonably practicable of any damage to the Trailer, including the extent of such damage and its cause;
  - carry out daily prestart and safety checks;
  - advise the Owner when servicing is completed;
  - ensure the Trailer is kept in a clean and tidy state at all times; and
  - not operate any damaged Trailer without the prior written consent of the Owner.
  - not allow repairs to be carried out or costs to be incurred on behalf of the Owner without having first obtained written authority from the Owner or its servant.
- 14.3 The Hirer acknowledges that the Hirer is responsible for all punctures and that no claim or refund for tyres will be met by the Owner.
- 15. Return of Trailer**
- 15.1 If the Hirer does not exercise the Purchase Option and chooses to end the hire, the Hirer must return the Trailer to the address of Trailers 2000 Pty Limited, at the Hirer's own expense, immediately, in the condition it was at the Commencement Date, fair wear and tear accepted.
- 15.2 The Hirer agrees that the Trailer can only be returned in a fully maintained and roadworthy condition.
- 15.3 The Hirer acknowledges and agrees that in the event that the Hirer fails to return the Trailer to the nominated address, the Hirer will be liable for the collection fee in its entirety. The Hirer agrees to have the collection fee of \$2,300.00 in full charged to credit or debit card of the Hirer.
- 16. Damage through misuse**
- 16.1 If the Trailer is lost or damaged due to any fault of the Hirer or anyone for whom the Hirer is responsible, through any misuse of the Trailer or any breach of these Terms, the Hirer is responsible for any such loss of damage and must make good that loss or damage to the Trailer at its expense as soon as reasonably practicable.
- 17. Traffic infringements**
- 17.1 The Hirer is responsible for any traffic infringement notices received by the Owner during the Term relating to the Trailer. All penalty and traffic infringement fines (including but not limited to, exceeding speed limit, red light camera and parking fines) will incur an administration fee \$100.00 in addition to the value of the fine or penalty applicable.
- 17.2 The Owner may charge the Hirer a \$35.00 administration fee for toll fees incurred by the Owner on the Hirer's behalf plus the value of the toll fee.
- 17.3 The Hirer agrees that in the event of any fine being issued to the Owner, relevant information of the Hirer will be provided to the relevant authority which issued the fine. The Owner accepts no responsibility for the conduct of the Hirer and will take all steps necessary to assist any authority as legally required.
- 18. Indemnity**
- 18.1 The Hirer agrees to use, operate and possess the Trailer at the Hirer's risk. The Hirer agrees that the Owner will have no responsibility or liability for any loss or damage to any property of the Hirer. To the full extent permitted by law the Hirer releases and discharges the Owner and its agents and employees from:
- all claims and demands on the Owner; and
  - any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise,
  - arising directly or indirectly from or incidental to a breakdown of, or defect in, the Trailer or any accident to or involving the Trailer or its use, operation, repair, maintenance or storage (whether occasioned by the negligence of the Owner or otherwise) or which may otherwise be suffered or sustained in, upon or near the Trailer.
- 18.2 The Hirer assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless the Owner and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort):
- arising out of or alleged to arise out of the use (including by reason of the use or incorporation of any invention resulting in infringements of patents), repair, maintenance (other than for fair wear and tear), storage, or operation of the Trailer, and by whomsoever used or operated;
  - incurred by the Owner in respect of any loss of the Trailer by seizure, distress, execution or other legal process, confiscation or forfeiture of the Trailer; or
  - arising out of any claim for patent, trade mark or copyright infringement, for strict liability, or for any other reason being made against The Owner in connection with the Hirer's use of the Trailer or its operation.
- 18.3 The indemnities and assumptions of liability contained in clauses 18.1 and 18.2 will continue in full force and effect notwithstanding the termination of these Terms whether by expiration of time or otherwise as to any act or omission relating to the Trailer occurring during the continuance of these Terms which at any time is claimed to have created a cause of action against the Owner or assumption of liability by the Hirer.
- 19. Exclusion of liability**
- 19.1 The Hirer acknowledges that If the Australian Consumer Law applies to the supply of goods or services under these Terms, the Owner acknowledges and agrees that its goods and services come with a guarantee that cannot be excluded under the Australian Consumer Law, and that the following mandatory notice under section 102(1) of the Australian Consumer Law that must be provided to the Hirer will apply:
- Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the Hirer is entitled:*
- to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*
- 19.2 Subject to clause 19.1, the Owner agrees that to the full extent permitted by law neither the Owner gives, nor any dealer, other previous owner of the Trailer or any person purporting to act with the authority of the Owner has given, any condition, warranty or representation whatsoever in favour of the Hirer:
- as to the condition or quality of the Trailer including, without limitation, latent and other defects and whether or not discoverable by the Owner or the Hirer;
  - as to the suitability or fitness for ordinary or any special use or purpose of the Trailer; or
  - as to the correspondence by the Trailer to any description of it.
- 20. Personal Property Securities Act 2009 (PPSA)**
- 20.1 The Hirer acknowledges that the Owner holds a purchase money security interest in the Trailer as security for the price payable by the Hirer to the Owner.
- 20.2 If requested by the Owner, the Hirer shall promptly without undue delay execute any documents and provide all information reasonably required to perfect the Owner's security interest.
- 20.3 The Hirer waives its rights to receive a copy of the verification statement confirming registration of a financing statement or financing charge statement in relation to the Owner's security interest.

- 20.4 The Hirer shall be responsible for all costs, expenses and other charges incurred, expended or payable by the Owner in relation to the filing of a financing statement or financing charge statement.
- 20.5 The Hirer waives its rights under sections 95, 118, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA and the parties agree that those provisions do not apply to these terms or any supply of the Trailer pursuant to these terms.
- 20.6 If the Owner repossesses the Trailer, it shall be permitted to re-hire the Trailer in any manner and on terms that it sees fit.
- 20.7 Each party agrees that it will not disclose information of the kind referred to in section 275(1) of the PPSA and that this clause constitutes a confidentiality agreement for the purposes of section 275 of the PPSA. The Hirer agrees to waive any right it may have under section 275(7)(c) to authorise the disclosure of such information.

## **21. Marketing**

The Hirer acknowledges that the Owner may use and disclose data recorded in relation to the hire of the Trailer under these Terms in conjunction with any future promotional or marketing activity undertaken by the Owner or its business partners, in accordance with its privacy policy available on the Owner's website. All personal information collected by the Owner will be held in accordance with, and may be utilised pursuant to, the Owner's privacy policy.

## **22. Termination**

- 22.1 Without affecting any other right or remedy available to it, the Owner may terminate the hire of the Trailer with immediate effect by giving written notice to the Hirer if the Hirer suffers a Default Event.
- 22.2 Upon termination of these Terms, however caused:
- (a) the Owner's consent to the Hirer's possession of the Trailer shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Trailer and for this purpose may enter any premises at which the Trailer is located; and
  - (b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:
    - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued;
    - (ii) any costs and expenses incurred by the Owner in recovering the Trailer and/or in collecting any sums due under this document (including any storage, insurance, repair, transport, legal and remarketing costs).
- 22.3 If a Total Loss occurs in relation to the Trailer, the Owner may elect by giving notice in writing to the Hirer to:
- (a) terminate the hire; or
  - (b) replace the Trailer with a similar Trailer, in which case the new Trailer will be deemed to have replaced the Trailer.
- 22.4 Termination or expiry of this document shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the document which existed at or before the date of termination or expiry.

## **23. General**

- 23.1 These Terms may only be amended by written agreement between all parties.
- 23.2 These Terms supersedes all previous agreements about its subject matter. These Terms embodies the entire agreement between the parties.
- 23.3 The failure of either party at any time to enforce any of the terms or provisions of these Terms or to exercise any right under these Terms does not constitute a waiver of any such right or affect the party's privilege to enforce that right.
- 23.4 Queensland law governs these Terms. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts.
- 23.5 If any provision of these Terms is deemed to be or is adjudicated to be unlawful or unenforceable, such provision is to be severed from these Terms and all other remaining provisions remain in force.
- 23.6 No variation, modification or alteration of any of the provisions of these Terms is effective unless in writing and signed by each of the parties.
- 23.7 The Owner may assign these Terms or a right under these Terms at its absolute discretion. The Hirer may only assign these Terms or a right under these Terms with the prior written consent of the Owner, which it may grant or withhold at its absolute discretion.