

Definitions

Owner is the proprietor of the plant and equipment listed in the schedule to this agreement.

Hirer includes an agent of the hires and agrees to hire the equipment specified in the schedule from the owner upon the terms and conditions in this agreement.

Equipment means any item of plant and equipment listed in the Schedule to this agreement including accessories.

Terms and Conditions

1. Hire the equipment

1.1 The hiring of the equipment will commence from the commencement date specified in the Schedule and continue for the term specified in the schedule.

1.2 The hirer is entitled to use the equipment for the hire period. Any extension of the period must be agreed to by the owner and paid for upfront.

1.3 The hirer agrees to return the equipment to the address of the owner on or before the end of the hire period as outlined in the Schedule.

1.4 The hirer acknowledges that the owner does not allow stand down rates of any kind.

2. Payment for rental

2.1 The hirer agrees to pay the owner the hire fee and the damage waiver fee specified in the Schedule for the equipment for the hire period including any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire.

2.2 The required fees must be paid to the owner prior to or on the commencement date of the hire period. Equipment not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental rate until return of the fully functional/ ready for hire equipment is completed.

2.3 A cancellation fee of \$100 may be charged by the owner where equipment has been reserved by booking and the hirer cancels the booking without reasonable notice or fails to take the delivery of the equipment.

2.4 The owner may charge the hirer a fee for accepting payment by debit and credit card.

3. Use, operation and maintenance

3.1 The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.

3.2 The equipment shall not be used by anyone other than the hirer without express permission of the owner

3.3 The hirer will ensure that all persons operating or erecting the equipment are instructed in its safe and proper use and where required hold a valid Certificate of Competency or are fully licensed to use it.

3.4 The hirer agrees to operate, maintain, store and transport the equipment strictly in accordance with any instruction provided by the owner and with due care and diligence.

3.5 The hirer agrees that the equipment will only be used for its intended purpose and in accordance with any manufacturers instructions and recommendations whether supplied by the owner or posted on the equipment in regard to its operation, maintenance and storage.

3.6 The hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the equipment and associated operations.

3.7 The hirer shall ensure the equipment is returned to the owner clean of all foreign matter or agrees to a reasonable cleaning fee being charged by the owner.

3.8 The reasonable costs of fuel or other consumables provided by the owner and used by the hirer are to be paid to the owner at the completion date.

4. Hirer's warranties

4.1 The hirer warrants that:

(i) the equipment will be used in accordance with the conditions outlined in the schedule;

(ii) the particulars in the Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;

(iii) the hirer holds a valid current driver's license, operating license or permit valid for the type of equipment hired;

(iv) the equipment will not be used for any illegal purpose;

(v) the hirer's vehicle is suitable for towing the equipment if required;

(vi) the hirer will not, without prior written consent of the owner, tamper with, repair or modify the equipment in any way, or permit another to do so;

(vii) the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose.

(viii) the hirer agrees that the equipment has been received by the hirer clean and in good working order.

5. Indemnity

5.1 To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

5.2 Without limiting clause 6.1 of this agreement, the hirer agrees that to the full extent permitted by law, no warranties are given by the owner in respect of the equipment. Any liability of the owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the equipment or the cost of resupplying the equipment, at the discretion of the owner.

6. Loss, damage or breakdown of plant and equipment

6.1 The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred, except for fair wear and tear, during the hire period.

6.2 The hirer is liable for the payment of the new list price of any equipment not returned to the owner.

6.3 If there is a breakdown or failure of the equipment the hirer shall notify the owner immediately for the appropriate action to be taken.

7. Insurance

7.1 The owner will maintain current insurance policies in respect of the equipment to its full insurable value

8. Liability

8.1 The hirer will assume all risks and liabilities for, and in respect of, the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair, storage or transport of the equipment.

9. Disclaimer

9.1 To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

10. Title to equipment

10.1 The hirer acknowledges that the owner retains title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer agrees that the hirer has no rights to pledge the owner's credit in connection with the equipment.

10.2 The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part in personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to the equipment.

11. Repossession and remedies on default

11.1 The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained

11.2 If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

11.3 All costs incurred by the owner incurred in repossessing due to a breach are to be paid by the hirer.

11.4 In the case of repossession due to a breach of this agreement the hirer agrees to grant the owner permission to enter any premises where the equipment listed in the Schedule is situated to disconnect, decommission and/or remove that equipment.

EX-CON HIRE

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EX-CON HIRE RENTAL AGREEMENT

ITEM	RATE	DAYS	SUB	GST	TOTAL
	\$		\$	\$	\$
Delivery/ Trailer	\$		\$	\$	\$
Excess Waiver Fee	\$		\$	\$	\$
	\$		\$	\$	\$
Fuel Refill Tank	Y / N			Less Deposit	\$
Fuel Charges	\$			2.5% Fee	\$
Cleaning fee	\$			Balance	\$

I acknowledge that the equipment I am taking:

- Requires the operator to be competent / certified.
- **Is in good working order and will be returned as same**
- Is to be returned by the due date and time, or will be regarded as stolen (by 9pm).
- **Will be topped up with the correct fuel and cleaned/ hosed down prior to returning (fees may apply).**
- That insurance is my own responsibility and any repair / replacement costs will be borne by me.
- **Items hired are subject to the terms and conditions on the back of this contract of which I have read.**
- Punctures and slipped tracks are the customers responsibility where applicable.
- Hirer authorises EX-CON HIRE to deduct funds via electronic funds transfer for any fees relating to this agreement.
- I have received detailed instructions on the operation of equipment in the schedule and understand the safety procedures that are to be followed including the restrictions on other persons using the equipment.
- Eftpos transactions are subject to a 2.5% fee
- **Please note we charge for time out **not** time used.**

NAME OF HIRER AS ON LICENCE	>	Licence number:		
ADDRESS OF HIRER AS ON LICENCE	>			
SITE LOCATION	>			
CREDIT CARD DETAILS ***			EXP	CCV
		/ / /	/	
DATE	>			
SIGNATURE OF HIRER	>			
SIGNATURE OF OWNER				

> Has the hirer paid the Excess Waiver Fee? YES / NO ***

(If no, the hirer must pay a deposit for the item or provide credit/ debit card details in case of extra charges. Furthermore, the hirer agrees to cover the excess cost, as well as any costs involved in the event of damages, theft or any other costs associated within the clauses noted in the T&C's on the back of this agreement)

EX-CON HIRE

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