

CONDITIONS OF HIRE

1. Delivery and removal of equipment

The Hirer authorises the Owner to bring its vehicle onto his property to deliver and to recover the equipment at the end of hire. The Owner shall not be responsible to the Hirer nor third parties for any damage that may be done to driveways or underground services by any reason of the weight of the vehicle. Requests for collection must be made by telephone when the Hirer has finished with the equipment and not by prior arrangement. Always ask for a pick-up number. All cartage charges are to be paid by the Hirer. Equipment must be packed up, ready for loading, and assistance rendered to the Owner's driver if more than one person is required to load it. CLIENT MUST OBTAIN OFF-HIRE NUMBER WHEN TERMINATING HIRE. Client is still responsible for equipment until picked up from site by Hirepool.

2. Hire Period

Hiring commences at the time shown on the face of this form which is the time the equipment leaves the Owner's store. The hiring shall terminate at the time stated by the Hirer on the face of this form. By that time the equipment is to be delivered back into the Owner's store either by the Hirer or following collection by the Owner's vehicle at the Hirer's request.

3. (a) Owners right to Hire

The Owner may terminate the hire at any time without reason by giving the Hirer 48 hours written notice. Such notice may be given either by personal delivery or by post to either the job address or any other address of the Hirer specified on the face of this agreement. In the case of notices posted to the Hirer the period of notice shall commence to run from the time at which the notice would have been delivered in the ordinary course of the post. The Owner shall not be responsible to the Hirer for any loss arising as a result of such termination.

(b)

Notwithstanding termination of the hiring the Hirer shall be obliged to pay the Owner a sum equivalent to hire fees at the rate specified herein in respect of any period from the date of termination of the hiring until the equipment is actually returned to the Owner's store.

4. Hiring Charges

In the absence of any special arrangements to the contrary equipment is hired on a daily rate, Saturday, Sunday and holidays included.

Minimum rates apply when (i) the term of the hire is not greater than 4 hours during our normal business hours or (ii) the term of the hire is overnight between the hours of 4pm to 8am Monday to Saturday – shift work excluded.

A day is 8 hours, a half-day is 4 hours (or overnight between 4pm and 8am) and one week is 7 days.

The hire period is based on the time the equipment is uplifted until the time the equipment is returned or advised for pickup, not the time for which the equipment is used.

5. Payment

(a) Unless the Hirer operates a credit account with the Owner a bond is required before hiring commences which will exceed the estimated total charges and an appropriate refund will be made to the Hirer on return of the equipment in good order and condition. Should total charges exceed the amount of the bond the balance is payable by the Hirer promptly on return.

(b) The Hirer by accepting the goods or services agrees to the terms and conditions as laid down by the Owner and agrees to pay any costs of collection and all legal fees incurred by the Owner in the event of legal action becoming necessary.

(c) Where the Hirer operates a credit account with the Owner payment is due on the twentieth day of the month after the date of invoice. Where payment is not made by the due date, the Owner reserves the right to charge default interest at the rate of 2% above the Owner's overdraft rate as it may apply.

(d) If the Hirer does not require the Owner to waive the Hirer's responsibility for loss or damage to equipment under Condition 10 then the Hirer must make alternative arrangements in writing with the Owner through the Owner's credit department.

(e) No claim for credit will be recognised after one month of the date of invoice.

6. Care of Equipment and Breakdowns

(a) In the event of the equipment being damaged, the Hirer shall pay to the Owner a sum equivalent to the cost of making good said damage. In the event of the equipment being lost on hire to the Hirer then the Hirer shall pay to the Owner a sum equivalent to the cost of replacing the equipment as lost. This obligation subject to Condition 10 as applicable.

(b) The Hirer warrants that he is competent and qualified to use the equipment in the way or which it is designed.

(c) Breakdown resulting from misuse shall not in any circumstances shorten the period of hire.

(d) It is the Hirer's responsibility to satisfy himself that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements.

(e) The equipment does not purport to be new stock or equal to new, but when sent out all items are understood to be in good condition and fit for normal use.

(f) The Owner is not liable for any loss suffered by the Hirer or liability incurred by the Hirer as a result of the breakdown of the equipment howsoever caused. Notwithstanding the foregoing any liability attaching to the Owner under this agreement shall be limited to the amount of hireage charges due under this agreement. In the event of breakdown the Hirer must immediately notify the Owner by telephone.

7. Injury or Damage to Hirer or Third persons or Property

The Hirer shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner against any claim by a third person in respect of any loss, injury or liability arising from this hiring or arising out of the use of the equipment hired by the Hirer.

8. No assignment of hire agreement

This agreement is personal to the Hirer and is not capable of assignment by him, and the Hirer shall not sublet the equipment to any other person, but this shall not prevent employees of the Hirer using the equipment by the Hirer.

9. No warranties by owner

The Owner makes no warranty or representations as to the state, quality or fitness of the equipment for any purpose and no such warranty shall be implied by the description of the equipment on the face of this form. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

10. WAIVER (INSURANCE)

Hirepool will waive the liability of the Hirer (subject to excess) for loss or damage to the equipment if the hirer has:

- 1) Been charged waiver (insurance) and;
- 2) Delivered to Hirepool (within 24 hours of the time when the Hirer first becomes aware of the loss of or damage to the equipment) a complete correct written report of the circumstances of such loss of or damage to the equipment and
- 3) Lodged a written report in respect of any loss of equipment with the police and;
- 4) Rendered such assistance and done such other things as Hirepool shall have reasonably required for the purposes of enabling Hirepool to recover such loss or damage to the equipment;
- 5) Where the hirer does not require the owners insurance, written confirmation of insurance covering the equipment is required by the owner.

Excess: 50% of the replacement cost up to a maximum of \$1,000 per item.

The waiver (insurance) shall not apply to loss or damage to the equipment in any of the following circumstances:

- a) Theft of plant unless reasonably locked and secured.
- b) Damage due to misuse, abuse or overloading of the equipment or failure to take reasonable care of it.
- c) Unjustifiable loss of the equipment.
- d) Damage caused to tyres and tubes by blowout, bruises, cuts or other caused arising from the use of the equipment.
- e) Loss or damage resulting from lack of lubrication or other normal servicing of the equipment.
- f) Loss or damage of tools, digger buckets, accessories, grease guns, hoses and similar, electrical cords, welding cable, oxy and acetylene bottles, pneumatic tools, steels and other similar accessories.
- g) Loss or damage to plant where such loss or damage is due to any incident or accident involving water.
- h) Loss or damage to items on which damage waiver premium is not charged.
- i) Loss or damage of the equipment arising from a breach by the Hirer of the conditions of this agreement.
- j) Loss or damage from use of the equipment in violation of any statute, regulation or by-law.
- k) Loss or damage to motors or other electrical appliances or devices caused by overloading.

11. The person signing this document for and on behalf of the Hirer (if not personally the Hirer) warrants that he has the authority of the Hirer to make this contract on the Hirer's behalf and that he is empowered by the Hirer to bind the Hirer to this agreement. The person so signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the agreement failing to have such power of authority.

12. The Hirer shall forthwith on request by the Owner advise the Owner of the whereabouts of the equipment and allow the Owner or its agent or servants reasonable time to inspect and test the equipment and for such purposes the Hirer hereby gives irrevocable leave and licence to the Owner its servants and agents to take possession of the equipment remove the same and to enter upon any premises where the equipment or any of the same or any part thereof may be.

13. In the case of a person entering into this contract in a private capacity as Hirer, the Hirer by entering into this contract hereby authorises the disclosure of personal information regarding this creditworthiness by any other party to the Owner and that this personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer has rights of access to and correction of personal information contained in this contract subject to the provisions of the Privacy Act 1993.