

Hirequip - Terms of Rental Agreement

1. Agreement

- a) The Hirer agrees to rent the Equipment to the Customer for the Rental Period and the Customer agrees to pay the Rental Charges and any other applicable costs on the terms and conditions set out in this Agreement.
- b) The Customer is entitled to use the Equipment for the Rental Period and for any agreed extension.
- c) This Agreement will include a Particulars of Rental Agreement / purchase order and may include a credit application which constitutes the entire agreement between the Hirer and the Customer.

2. Rental Charges

- a) The cost to the Customer of hiring the Equipment will include the following charges:
- (i) Rental Charges including GST for the Rental Period;
 - (ii) Cost of transport from and return to Hirer's depot, damage other than fair wear and tear;
 - (iii) Equipment operating costs;
 - (iv) Cost of consumables including fuels, oil and lubricants;
 - (v) Any applicable duties, fees, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this Agreement or the Customer's hiring of the Equipment;
 - (vi) Standby Rental Rate being 50% of the Daily Rental Charge;
 - (vii) Costs and expenses reasonably incurred by the Hirer in enforcing this Agreement;
 - (viii) Interest of 8% per annum compounded monthly on any Rental Charge not paid;
 - (ix) All costs associated in recovering overdue accounts and collection costs;
 - (x) 2% surcharge will apply on credit card transactions; and
 - (xi) All costs associated with repairing any damage caused to the Equipment during the Rental Period.

b) In respect of damage to the Equipment caused by an act or omission of the Customer, the Rental Period will continue and the Customer must continue to pay the Daily Rental Charge until the Equipment has been repaired and returned to the Hirer.

3. Customer's Warranties

The Customer warrants that:

- a) The particulars provided to the Hirer are correct in every respect and are not misleading in anyway including, without limitation, by omission;
- b) The Customer holds all appropriate permits and licences and is competent to drive or operate the Equipment;
- c) In selecting the Equipment, the Customer has not relied on the Hirer's skill and judgement or on any representations made by or on behalf of the Hirer and agrees that the Equipment complies with their description, are in merchantable condition and is fit for the Customer's purpose; and
- d) The Customer will use the Equipment in the manner and basis for the proper purposes which the Equipment was designed to be used.

4. Customer's Obligations

The Customer will:

- a) Keep the Equipment in first class condition and only use it as it would be used by a careful and prudent owner;
- b) Not use the Equipment for any illegal purpose;
- c) Report any damage, breakdown or mechanical issue to, or loss of, the Equipment to the Hirer immediately such damage or loss occurs and never attempt repair;
- d) Allow the Hirer, its agents or financiers access to the Equipment at reasonable notice to inspect or maintain and service the Equipment; and
- e) Be liable for any breach of this Agreement committed by the Customer's servants or agents.

5. Transport of the Equipment

The Customer acknowledges that when the Hirer is transporting the Equipment, the Customer is responsible for:

- a) Directing the operator in the execution of the work;
- b) Protecting all services on site; and
- c) Any damage to the services, footpaths, roads and driveways.

6. Payment of Rental Charges

The Customer acknowledges that:

- a) The Rental Charges; and
- b) Any additional costs associated with the hire as outlined in clause 2 or clause 9, will be automatically deducted from the Customer's credit card (the details of which are provided by the Customer at the time of hire) after the Date Out.

7. Cancellation

- a) If the Customer wishes to cancel a booking, it must give the Hirer at least 24 hours' notice of the cancellation.
- b) In the event that the Customer agrees to rent the Equipment but does not provide at least 24 hours' notice of the cancellation of the booking, the Daily Rental Charge will be automatically deducted from the Customer's credit card.

8. Title to Equipment

- a) The Customer acknowledges that the Hirer retains title to the Equipment and that the Customer has rights to possess the goods as a mere bailee only;
- b) The Customer does not have any right to pledge the Hirer's credit in connection with the Equipment and agrees not to do so; and
- c) The Customer also agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage (including registration under the PPSA) let or hire or otherwise part with or attempt to part with the personal possession of the Equipment or otherwise deal with the Equipment and not to conceal or alter the Equipment in any way or make any addition or alteration to, or repair of, the Equipment.

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9. Hire Duration and Limitations

- a) The Customer acknowledges that during the Rental Period, the maximum use for the Equipment is:
 - (i) per day: 8 hours with no more than 200 kilometres; and
 - (ii) per week: 5 days per week with no more than 40 hours use and no more than 1000 kilometres.
- c) In the event that the Customer is in excess of the hours and kilometres specified in clause 9(a) above, the Customer will be charged for the additional time and/or kilometres (as applicable) on a pro rata basis

10. Personal Property Securities

- a) The parties agree that this Agreement could constitute a 'security agreement' as defined in the PPSA and that the Hirer is able to register this Agreement at its discretion under the PPSA and the Customer will do all things necessary to enable the Hirer to fulfil the registration.
- b) The Customer will waive its rights under the PPSA in relation to receipt of any notices and statements under the PPSA.
- c) The Customer will never allow a security interest to be registered in a third party's name in respect to the Equipment.

11. Liability

- a) To the extent permitted by law, the Hirer excludes all warranties, conditions, rights and remedies to which the Customer would otherwise be entitled; and
- b) The Hirer's liability for any loss or damage including consequential loss or loss of profit is limited to the amount of the Rental Charges owing under this Agreement.

12. Termination

- a) This Agreement will terminate upon the expiration of the Rental Period or when the Hirer recovers possession of the Equipment (during Business Hours) whichever is later;
- b) If the Customer breaches any term or condition of this Agreement or is unable to pay his or her debts when they fall due, the Hirer, in its absolute discretion, may terminate the Agreement and recover possession of the Equipment; and
- c) To give effect to the preceding sub-clause and sections 123 and 128 of PPSA, the Customer hereby irrevocably appoints the Hirer as its agent and authorises and licenses the Hirer to enter the Customer's premises for the purpose of repossessing the Equipment.

13. Insurance

- a) The Customer must, at his or her own costs, take out and maintain for the term of this Agreement:
 - (i) Indemnity insurance cover of not less than the full replacement value of the Equipment;
 - (ii) Third party and public liability cover of not less than \$20 million.
- b) The Customer must provide proof of insurance cover to the Hirer when requested to do so.

14. Indemnity and Release

The Customer will release, hold harmless and indemnify the Hirer from and against all liabilities, claims, damages, losses, costs and expenses of whatever nature, howsoever occurring which may accrue against or be suffered by the Hirer arising out of or in any way connected with the hiring of the Equipment unless caused by the wilful misconduct of the Hirer or the Hirer's servants or agents acting within the scope of their employment.

15. Definitions

"Agreement" means the Particulars of Rental Agreement, the Rental Terms and, if applicable, the Rental Account Application form;

"Business Hours" means 7.30am to 4.30pm Monday to Friday;

"Customer" means, unless agreed otherwise by the Hirer, the person who signs this Agreement;

"Daily Rental Charge" means those charges identified on the Particulars of Rental Agreement;

"Date Out" means the date upon which the Equipment is taken into possession by the Customer as noted.

"Equipment" means the equipment hired by the Customer and as identified in the Particulars of Rental Agreement;

"GST" means the goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) or any amendment or replacement Act.

"Off-Rent Date" means the date upon which the Customer notifies Hirer that the Customer no longer requires the Equipment or the Equipment is returned to the Hirer whichever is the later;

"PPSA" means the Personal Property Securities Act 2009.

"Rental Charges" means those charges identified in the Particulars of Rental Agreement and the charges referred to in clause 2 of the Rental Terms;

"Rental Period" means the period from the Date Out to the Off-Rent Date;

"Standby Rate" means 50% of the Rental Charge and will apply at the absolute discretion of the Hirer.