



Walgo Pty Ltd Terms and Conditions

1. In this agreement:-
 - a. "Owner" means Walgo Pty Ltd
 - b. "Hirer" means the person who has accepted Walgo's Terms and Conditions of hire or any persons whose agent has agreed to the same Terms and Conditions.
 - c. "Machine" means the machinery described in quotation provided to Hirer, therefore including its components, spare parts and associated equipment also including road registered vehicles
 - d. "Period" means the period of hire set out on the quotation provided to hirer and when no time is specified, an amount of time equal to the duration of the machines absence from the owners premises.

DRY HIRE:

2. The owner hereby hires the Machine to the hirer and the hirer shall take on the hire of the Machine as a bailee for the period upon the terms and conditions hereinafter set forth.
3. The hirer acknowledges:-
 - a. That the vehicle is clean and in good repair at the commencement of the period with fuel and lubricant reservoirs filled and that the vehicle shall be returned in the same condition.
4. The hirer warrants :-
 - a. That he/she holds a current drivers licence valid for the type of machinery hired in the jurisdiction where the vehicle is hired
 - b. The hirer agrees:-
 - c. To pay the owner upon demand the hire charge for the period and the amount of insurance excess payable to the owner arising out of the hirers use of the machinery
 - d. To return the machinery full of fuel to the owner or reimburse the owner for any fuel used during the period
 - e. To pay the owner upon demand all charges and expenses necessarily incurred in returning the vehicle to the owner including but not limited to towing charges and repossession fees
 - f. To reimburse the owner for the costs of any lost, stolen or mislaid components or equipment relating to the vehicle
 - g. To, in the event of any damage occurring to the machine or mechanical difficulty manifesting itself, or any accident occurring in which the machine or the hirer is involved, forthwith notify the owner by telephone and in writing giving full details in respect thereof and furnish such further information in relation thereto as the owner may thereupon or at a later date require, and that the hirer will obey such instructions in respect of the machine as the owner may communicate to him/her and the hirer shall not be deemed to have any authority to pledge the owner's credit for any repairs to the vehicle and shall not create any lien therefore
 - h. To drive the machinery in a careful and cautious manner as a reasonable prudent driver would do
 - i. That the machine will not be used out of the area specified on the face hereof
 - j. That he/she is liable to the owner for all damage to the machine, including any damage caused in single vehicle accidents or accidents involving animals
 - k. The hirer undertakes:-
 - l. That he/she will not, without written consent from the owner, part with possession of the machinery or authorise, permit or suffer the machinery to be driven by any person other than the hirer
 - m. That the machine will not be driven or stored in a careless, reckless or dangerous manner nor whilst the operator is under the influence of intoxicating drugs or alcohol
 - n. That he/she will comply with the provisions of all statutes and all rules and regulations made there under in force relating to the use or driving of motor vehicles/machinery
 - o. To use the vehicle only in accordance with the manufacturers specifications



- p. To only use the vehicle on properly constructed or designated roads unless having the owner's consent in writing to do otherwise
 - q. To reimburse the owner for, and indemnify the owner against, any losses (including legal fees) incurred by the owner arising out of a breach by the hirer
7. The owner shall have the right at any time during the period of hiring to repossess the machine at his absolute discretion and without giving to the hirer any reason for doing so, and for that purpose to enter personally or by his agents at any time upon any building or premises where the machine may for the time being housed and to break open by force if necessary any such building or premises and the hirer agrees to indemnify the owner or his agents against any loss or damage suffered by them or any of them whilst exercising or attempting to exercise the rights conferred by this clause. On the owner repossessing the vehicle this agreement shall be deemed to be terminated, but without prejudice to any claim or demand the owner may have against the hirer in respect of any matter or thing prior to the date of such repossession.
 8. The hirer shall not be entitled to recover from the owner any sum for any delay, inconvenience or loss of any kind due to any accident, breakdown or defect in the vehicle or from any other cause whatsoever and nor shall the owner be liable to the hirer for any property stolen from the vehicle whilst in or left with the vehicle
 9. Waiver by the owner of any breach of this agreement shall not constitute a waiver of any subsequent or continuing breach
 10. Where the hirer is constituted by more than one person their liability hereunder shall be joint and several
 11. Word importing gender shall include other genders and words importing number shall include both the singular and plural
 12. Payment of any monies payable to the Owner in respect of any agreement between the Hirer and Owner shall be made to the Owner no later than 7 days following the date on which the Owner shall deliver an invoice to the Hirer (and such invoice shall be deemed to have been delivered to the Hirer on the day after which it is posted to the address of the Hirer as notified to the Owner).