

CONDITIONS OF HIRE

1. Hire Period

Hiring commences at the time shown on the face of this form which is the time the equipment leaves the owners store. The hiring shall terminate at the time stated by the hirer on the face of this form. By that time equipment is to be delivered back into the owners store either by the hirer or the following collection by the owner's vehicle at the hirer's request. Request for collection must be made by telephone, fax or email, when the hirer has finished with the equipment and not by prior arrangement. Return cartage charges are to be paid by the hirer. ONE DAY IS 8 HOURS.

2. Hiring Charges

In the absence of special arrangements to the contrary, equipment is hired on a daily rate, Saturday, Sunday and holidays are included. When hiring starts after mid-day or terminates after mid-day the set minimum charges only will be made for each of these days, otherwise the minimum charge for any hiring will be the rate for one day irrespective of the length of hire.

3. The hirer takes the equipment hired on the express condition that the owner gives no warranty undertaking or Promise of any kind whatsoever as to the condition, state of repair or fitness of the equipment hired for as to the suitability of the equipment hired for the work to be undertaken with it by the hirer, and hirer shall use the equipment entirely at his own risk. The hirer shall consequently have no claim of whatsoever nature or kind against the owner by reason of the condition or the state of repair of the equipment hired or by reason of the same not being fit for any purpose or by reason or any injury suffered by him or other persons resulting from operation of the equipment hired whether correctly or incorrectly or otherwise arising and the hire shall hold the owner safe harmless and indemnified against all claims actions and proceedings on account of or touching or concerning any of the aforesaid matters and against all costs.

4. The hirer will not sell, offer to sale, assign, mortgage, pledge, change or otherwise encumber or deal with or part with possession of the equipment hired or any part or parts thereof other than to the owner.

5. The hirer shall personally use the equipment hired and not permit the same or any part thereof to be used by any other person without the prior consent of the owner.

6. The hirer shall use the equipment in a skilful and proper manner and shall at his own sole expense keep the same in clean condition and if any doubt as to how the same should be operated, shall refer to the owner for instructions. If any damage beyond fair wear and tear without neglect of the hirer due to normal operation of the equipment hired shall be caused to do the same, the hirer shall be responsible for the cost of repairing the same and will save harmless and keep the owner indemnified against loss of or damage to the equipment hired. The amount of any such loss of or damage to or cost of repair of such equipment shall be deemed to be a debt due by the hirer to the owner and be recoverable accordingly. If the equipment shall be returned in dirty condition the owner may clean the same and charge the hirer with the cost of so doing at the rate of \$50 per hour. The cost of any such cleaning done by the owner shall be a debt due and recoverable from the hirer.

7. Should the equipment hired be faulty or should the same develop a fault while in the possession of the hirer, the hirer shall immediately notify the owner by phone, fax, or email stating the nature of the fault and shall in no circumstances carry out any repairs thereto himself or allow any such repairs to be carried out by any person other than the owner or nominee of the owner. If the equipment hired shall develop a fault while in possession of the hirer for which the hirer is not responsible under these conditions, the hire charges shall be suspended by the owners until such equipment has been repaired by it or by its nominee.

8. While the equipment hired is in the possession of the hirer, the hirer will faithfully perform and carry out all instructions of the owner or its nominee as to the manner in which these same shall be operated and as to maintenance thereof, in particular as to fuelling and oiling of the same.

9. The hirer shall keep the owner informed as to the whereabouts of the equipment hired.

10. Before delivery of equipment to him, the hirer shall pay such deposit in addition to the hire charges as the owner shall nominate and upon return by the hirer of the equipment hired to him the owner shall return such deposit so paid less the cost of any repairs to the equipment hired and /or any other monies due to the owner for which the hirer shall be responsible under these conditions.

11. The owner or its servants agent or agents shall be entitled at all reasonable times to inspect the equipmentAs hired and/or operate for the purpose of testing the same and hirer hereby gives irrecoverable leave to the owner or its servant, or servants agent or agents to take possession of and remove such equipment and for such purpose to enter upon the premises of the hirer, and, as the hirerAs agent and as his act, to enter upon any other premises whereon the equipment or any part thereof may be for any of the aforesaid purposes.

12. If the hirer shall fail to return the equipment hired and the owner shall have to locate and pick up the same, the owner shall be entitled to recover from the hirer as a debt due, a charge of \$70 per hour, per person engaged in so. locating and picking up the equipment hired

13. All obligations imposed on the hirer by these conditions shall, if there be more than one hirer, be joint and several.

14. All representations or warranties whether expressed or implied of the owner, its servant, agent or agents whether made before or after the execution of these conditions by the hirer shall be null and void and of no effect except as the same are included in these conditions and the hirer hereby acknowledges that these conditions cover the whole terms of hire equipment hired by him from the owner.

15. If the hirer shall make default or fail to observe or perform any of the foregoing conditions or shall commit any act of bankruptcy or shall have any judgment entered against him the owner may by notice terminate the hiring whereupon, as in the case of termination thereof by other means, the hirer shall immediately deliver up the equipment hired at his own risk and cost to the ownerAs place of business or such other place as the owner may nominate and in default of such delivery, the owner shall be entitled to take possession of the equipment hired and recover the cost of doing and returning it to its place of business as a debt due by the hirer.

16. Termination of the hiring by return of the goods otherwise howsoever shall not in any way prejudice the right of the owner to enforce by action or otherwise all or any of the foregoing conditions against the hirer for breach there of or of any conditioned against the hirer for breach thereof or any of them prior to the termination of the hiring.

17. Each of the foregoing conditions shall be without prejudice to each other.

18. Insurance of all hired equipment is the responsibility of the hirer