

PLANT & EQUIPMENT HIRE AGREEMENT

Recitals

R1. The owner is the proprietor of the plant and equipment listed in the schedule to this agreement.

R2. The hirer will hire the equipment specified in the schedule from the owner upon the terms and conditions in this agreement.

Operative Part

1. Hire of plant & equipment

1.1. The hire of the equipment will commence from the commencement date specified in the paperwork and continue for the term specified in the paperwork.

The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.

The hirer will not refund any hire monies if the hirer elects to return the equipment prior to the end of hire period, regardless of reason.

1.2. Hirer can tow and transport item / trailer at there own liability & risk.

1.3. If hirer looses an item down a toilet a \$250 call out fee is applied,

section 1.3. is a service if a technician is available, any damage to lock/door / waste compartment / trailer to gain entry or retrieve, the hirer will be held responsible for all repairs.

1.2. Before each hire the item is inspected for any misuse or damage. Only standard toilet paper to be used in toilet. Any damage to unit will be at a cost to the hirer.

2. Payment for rental

The hirer agrees to pay the owner the hire fees specified in the paperwork for the hire period, which includes any GST. The hire fee must be paid to the owner prior to the commencement date of the hire period.

3. Use, operation & maintenance

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.

The equipment shall not be used by anyone other then the hirer without the express permission from the owner in writing, hirer takes all responsibility and liability.

3.1. The hirer agrees to operate, maintaining it, and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with verbal instructions and recommendations, maintenance and storage thereof.

3.2. The hirer agrees to comply with all occupation health & safety laws relating to the use the equipment and related operations..

3.3. The hirer shall ensure the equipment is returned to the owner clean of soil or any other foreign matter, in the event that these requirements are not complied with the hirer will pay the owner \$300.00 for cleaning.

4. Hirer warranties

4.1 The hirer warrants that:

4.2. The equipment will be used in accordance with the conditions outlined in the paperwork or verbal.

4.3. The particulars in the paperwork are correct in every respect and are not misleading in any way including, without limitations, by omission;

- 4.4. The hirer holds a valid current drivers licence , operating licence or permit valid for the type of equipment hired;
- 4.5. The equipment will not be used for any illegal purpose;
- 4.6. The vehicle / item can only be towed / transported with permission from the owner. 4.7. The hirer will not, without prior consent of the owner, modify, or permit any modifications of, the equipment in any way; and
- 4.8. The hirer agrees that the equipment complies with its description.

5. Indemnity

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

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 (fair wear and tear excepted) during the hire period.
- 6.2. If there is a breakdown or failure of the equipment the hirer shall contact the owner, the hirer shall not attempt to repair the equipment.
- 6.3. all units are valued at replacement costs plus loss of hire.

7. Liability

7.1. The hirer will assume all risks and liabilities/claims 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 hire's possession, usage, maintenance, repair or storage of the equipment.

8. Disclaimer

8.1. 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.

9. Title to goods

- 9.1. 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 does not have any rights to pledge the owner's credit in connection with the goods and agrees not to do so.
- 9.2. The hirer agrees not to agree, offer or purport to sell, assign, sub-let, pledge, mortgage let or hire or otherwise part with or attempt to part with 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, or repair of, equipment.

10. Repossession

- 10.1. The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.
- 10.2. If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.
- 10.3. The owner can take Repossession of the item at anytime without notice.
- 10.4. The owner can access the property/premises to retrieve the above mentioned item without permission/notice.
- 10.5. A charge of \$500.00 a day will be applied if hirer keeps above mentioned item from the owner, after notice is given for pickup. Notice can be given by text message, Email, phone call, Facebook messenger, or in person.
- 10.6. The owner can lock the hirer out of the hired item at anytime without notice or reason.

11. Completion of the hire period

11.1. The hire period is completed when the equipment has been returned to the owner.

11.2. In the same condition as when it was hired.

11.3. Returned on or by the date and time outlined in the paperwork.

12. Interpretation

12.1. In this agreement, unless the context otherwise requires:

12.2. A reference to the singular includes the plural vice versa;

12.3. A reference to any party to this agreement includes the party's executors,

administrators, successors or permitted assigns, and where applicable, its servants and agents; 12.4. A reference to an individual shall include corporations and vice versa; and

12.5. If a word or expression is defined, its other grammatical form have a corresponding meaning. 12.6. In this agreement, headings are for convenience only and do not affect interpretation.

Acceptance of Terms and Conditions

By accepting delivery, taking possession of, using the hired equipment, or making payment of any hire invoice, the Hirer acknowledges and agrees to be bound by the Terms and Conditions of this Hire Agreement. A physical signature is not required for acceptance of these Terms and Conditions.