

HIRE AGREEMENT - CONDITIONS OF HIRE

1. In these conditions:
 - (a) The 'Owner' is City Hire Pty Limited. A.B.N 25 010 142 659, Trading as 'City Hire'.
 - (b) The 'Hirer' refers to the person, firm or corporation hiring plant from the Owner.
 - (c) The 'Plant' means all equipment, including tools, accessories and parts supplied to the Hirer, except where conditions relating to DAMAGE COVER state otherwise.
2. Hire is charged for the time the Plant is out of the possession of the Owner at the Hirer's request (inclusive of weekends and public holidays) not only the time the plant is used.
3. Hiring charges shall commence from the time the Plant is collected by the Hirer from the Owner or Owners Agent's premises, until returned to the said premises.
4. Provided the Hirer notifies the Owner immediately of any Plant breakdown, hiring charges will not be payable during the time the Plant is not working, unless such condition is due to negligence or misuse on the part of, or attributable to, the Hirer. Such notification does not absolve the Hirer from its requirements to safeguard the Plant and in the event of a breakdown the Hirer shall not repair or attempt to repair the Plant without the prior consent of the Owner.
5. The Hirer shall:
 - (a) Determine the condition and suitability of the Plant hired for the purpose required.
 - (b) Use the Plant in a skilful and proper manner and only for the purpose and within the capacity for which it was designed, acknowledging that the Owner can give no warranty as to the said capacity.
 - (c) Ensure that the Plant is operated by a suitably qualified operator (whether supplied by the Hirer at its cost, or employed and provided by the Owner) who will work entirely in accordance with the direction of the Hirer or his authorized representative.
 - (d) At his own expense service, clean, fuel, lubricate and maintain the Plant in good order and substantial repair and condition, except for prearranged major servicing which will be carried out by the Owner during normal working hours.
 - (e) Accept full responsibility for all flat and/or damage to Tyres.
 - (f) Clean the Plant properly and thoroughly upon completion of the hire or be charged at and within the absolute discretion of the Owner a cleaning fee at our current rate per man hour for any cleaning required to be performed by the Owner or his representative/s.
 - (g) Accept full responsibility for the safe keeping of the Plant, and except as specified hereafter, indemnify the Owner for the loss, theft or damage to the Plant however caused and without limiting the generality of the foregoing whether or not loss, theft or damage is attributable to any negligence, failure or omission of the Hirer.
- In the event the arrangements made for the owner to collect the Plant. It is the Hirers responsibility for the security and protection of the Plant until collected by the owner or the owner's agent. The owner will not be responsible for the Plant until it has been collected by the owner or the owner's agent however long it takes.
- (h) Accept full responsibility for, and indemnify the Owner against all claims in respect of any injury to persons, or damage to property, arising out of the use of the Plant during the hire period however rising, whether from negligence of the Hirer or Owner or otherwise and without limiting the foregoing whether or not the Plant was being operated by a servant of the Owner or any other person for whose acts the Owner might be or is held to be responsible in connection with the operation of the Plant.
- (i) Not be entitled to lien over the Plant, nor without the Owner's prior written consent part with possession of the Plant or assign the benefit of the hire agreement nor remove the Plant or allow it to be removed from the State.
- (j) Not alter, make any additions to, deface or erase any identifying mark, plate or number on or in the Plant or in any other manner interfere with the Plant.
- (k) Understand and accept that DAMAGE COVER is included in hire rates (See also Condition 7 & 8 below).
- (l) Pay to the Owner or Owner's Agent all hire and related charges and other costs.
- (m) Accept responsibility and fully reimburse the Owner for the cost of freight to retrieve equipment abandoned for any reason.
6. Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this hire agreement:
 - (a) At any time by giving the Hirer 24 hours notice of its intention so to terminate, such termination to be effective as of the expiry of the said 24 hours.
 - (b) Without notice if the Hirer shall commit any breach of the hire agreement or have a winding up petition presented against it or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.
Upon termination of this hire agreement as aforesaid the Owner shall be entitled to take possession of the Plant and for this purpose the Hirer irrevocably appoints the Owner its agent and authorizes the Owner to enter on any land or premises owned by or under control of the Hirer upon which the Plant is then situated and agrees to indemnify the Owner in respect of any claims, damages or expenses arising out of any action taken under this condition.
7. The Hirer is responsible for the theft, loss and damage to Plant and/or its attached tools and accessories whilst on hire and the cost of replacement or repairs to such will be charged to the Hirer. Where DAMAGE COVER charges have been charged to the Hirer, the Owner agrees upon submission of a written Police Report. To waive its right to claim for loss and damage to the Plant caused by fire, storm, collision, accident, providing adequate precautions have been taken to safeguard the Plant and the Loss and Damage was not incurred due to negligence of the Hirer. Such waiving of rights is subject to payment by the Hirer of a fee of:
 - (a) In the event of damage to the Plant:
10% of the cost of repairs to the Plant plus full cost transport/recovery and all necessary handling charges.
- Expressly excluded from the above DAMAGE COVER is loss or damage as defined below:
 - (a) Damage caused by misuse, abuse or overloading of the Plant.
 - (b) Mysterious disappearance or wrongful conversion of the Plant.
 - (c) Loss or damage in contravention of the conditions of this hire agreement.
 - (d) Loss or damage from use in violation of any statutory laws or regulations.
 - (e) Loss or damage of tools, accessories, steels and other similar accessories.
 - (f) Damage cause to tyres and tubes by blowouts, bruises, cuts or other causes inherent in the use of the Plant.
 - (g) Loss or damage relating to lack of lubrication or other normal servicing of the Plant.
 - (h) Loss or damage to the Plant whilst located, used or loaded, transported on or over water, wharves, bridges or vessels of any kind.
 - (i) Loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines.
 - (j) Damage caused by any corrosive substances e.g. caustic, cyanide, saltwater, acid etc.
 - (k) Theft of the Plant.
 - (l) Loss or damage during transport, except where transported by the Owner.
 - (m) Loss or damage to items on which the DAMAGE COVER premium is not charged.
 - (n) Any Loss or Damage caused by the negligence of the Hirer.
8. Certain conditions and warranties may be implied into the hire agreement by the Trade Practices Act and State legislation and these conditions are to be read subject to such legislation. However the Owner and the Hirer agree that in the event of the Hirer suffering any loss, damage or claim howsoever arising as a result of hiring the plant, the liability of the Owner is limited to the repair or replacement of the Plant and is not to include economic or consequential damages of any nature whatsoever.
9. The person accepting hire equipment for and on behalf of the Hirer thereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person accepting the hire equipment failing to have such power and/or authority.
10. No claims for credit will be recognized after 28 days from the date of the invoice.
11. The Owner reserves the right to revise the Schedule of Hire Rates and related charges without notice.