

Equipment Hire Rental Terms

Effective as of 16th January 2023



The "Hirer" is Customer whose name appears on the Tax Invoice
The "Owner" is the company listed on the Tax Invoice ("Tax Invoice")
Operative Part:

1. Hire of Equipment

- (a) The hiring of the equipment outlined on the Tax Invoice (Equipment) will commence from the commencement date specified on the Tax Invoice and continue up until the end date outlined on the Tax Invoice ("Hire Period")
- (b) The Hirer is entitled to use the Equipment for the Hire Period and for any agreed extension of period.
- (c) The Hirer agrees to return the Equipment to the address of the Owner on or before the end of the Hire Period.
- (d) The minimum Hire Period is one week or one month as initially outlined on the Tax Invoice (Minimum Hire Period).
- (e) To the extent permitted by law the Owner will not refund any hire fee if the Hirer elects to return the Equipment prior to the end of the Minimum Hire Period, regardless of reason.

2. Payment for the hire

- (a) The Hirer agrees to pay the Owner the hire fee specified for the Equipment in the Tax Invoice for the Hire Period, which includes any applicable GST ("Hire Fee"). The Hire Fee must be paid to the Owner on or prior to the commencement date.
- (b) The Hirer will be charged a delivery and installation fee as outlined on the Tax Invoice which will be paid on or before the commencement date.
- (c) Where the Hirer agrees to pay the Hire Fee by debit, the Hire Fee will be deducted from the Hirer's credit/debit/bank card and will be debited as at when payment is due, in accordance with the Payment Card Industry Data Security Standard, and in line with the Australian Privacy Laws.
- (d) Payment is due on a weekly or monthly basis (whichever is outlined on the Tax Invoice) calculated from the commencement date of Hire Period; credit/debit/bank card will be debited on a weekly or monthly basis.

3. Rollover obligation

- (a) Upon completion of the Hire Period, if the Hirer fails to return the Equipment, the Hirer's obligation to make payments continues. The Hirer's card will be debited weekly or monthly, and this obligation will rollover every week or every month (whichever is applicable) until the Hirer returns the Equipment to the Owner.
- (b) For the avoidance of doubt, the Hirer is obligated to pay for the full week or month (whichever is applicable) where any Hire Period has rolled over pursuant to clause 3(a).

4. Use, operation, and maintenance

- (a) 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.
- (b) The Equipment must not be used by anyone other than the Hirer. The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental law and copyright law.
- (c) The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.
- (d) The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Equipment and related operations.
- (e) The Hirer must ensure that the Equipment is returned to the Owner in a good condition.

- (f) Unless the Hirer obtains the prior written consent of the Owner, the Hirer must not alter, modify, or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

5. Hirer's warranties

The Hirer warrants that:

- (a) the Equipment will be used in accordance with any instruction or recommendation given by the Owner or a representative of the Owner;
- (b) the particulars in the Tax Invoice are correct in every respect and are not misleading in any way including, without limitation, by omission;
- (c) the Equipment will not be used for any illegal purpose;
- (d) the Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Equipment in any way;
- (e) the Hirer agrees that the Equipment is fit for the Hirer's purpose as far as reasonably practical; and
- (f) the Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

6. Indemnity

To the extent permitted by law, the Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including legal fees and costs, arising out of or related to the Hirer's hire and/or use of the Equipment.

7. Loss, damage or breakdown of Equipment

- (a) The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted) during the Hire Period.
- (b) The Hirer agrees that the Owner may deduct a damage fee from the Hirer's card in its absolute discretion to recover any loss or damage caused in accordance with clause 7(a).
- (c) If there is a breakdown or failure of the Equipment, then the Hirer must return the Equipment to the Owner at the Hirer's expense and the Hirer must not attempt to repair the Equipment.

8. Insurance

The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.

9. Liability

The Hirer will assume all risks and liabilities 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 Hirer's possession, use, maintenance, repair or storage of the Equipment.

10. Disclaimer

To the extent permitted by law the Owner disclaims all liability and does not give any warranties to the Hirer as to the condition of the Equipment.

11. Title

- (a) 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 right to pledge the Owner's credit in connection with the Equipment and agrees not to do so.
- (b) The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, 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 Equipment or make any addition or alteration to, or repair of, the Equipment.

12. Repossession

- (a) The Owner may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.
- (b) If repossession occurs, the Owner will only charge the Hire Fee up to and including the time of repossession.

13. Completion of the Hire Period

The Hire Period is completed when the Equipment has been returned to the Owner:

- (a) in the same condition (subject to the terms of this Agreement) as when it was hired; and
- (b) on or by the date and time outlined in the Tax Invoice, unless extended.

14. Default

- (a) The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
 - (i) The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
 - (ii) The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.
 - (iii) A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

15. Remedies

- (a) On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies ("Remedies"):
 - (i) Declare the entire amount of the Hire Fee for the Term immediately due and payable without notice or demand to the Hirer.
 - (ii) Commence legal proceedings to recover the Hire Fee and other obligations accrued before and after the Event of Default.
 - (iii) Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.
 - (iv) Terminate this Agreement immediately upon written notice to the Hirer.
 - (v) Pursue any other remedy available in law or equity.

16. Non-merger

The covenants, agreements and obligations contained in this Agreement will not merge or terminate upon the termination of this Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

17. Severance

If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

18. Governing law

This Agreement will be construed in accordance with and governed by the laws of the State where the address of the Owner is located. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in connection with matters concerning this Agreement.