



FORMS



TERMS AND CONDITIONS

DEFINITIONS

- (a) The "Company" means Australian Industrial Rental
- (b) "Hirer" means any person or organisation or trust who hire Equipment from Australian Industrial Rental
- (c) "Equipment" means any and all items hired by the Company to the Hirer including accessories and parts.

1. HIRE PERIOD

Hiring commences when the equipment leaves the Company premises. The hiring will terminate when the equipment is returned to the Company premises. The Hirer is responsible for the security of the Equipment at all times until the Equipment is returned to the Company premises.

2. HIRE CHARGES

In the absence of special arrangements to the contrary, equipment is hired on a daily rate, Saturday, Sunday and public holidays included.

- (a) Daily rates are based on an eight hour working day and weekly rates on the normal five days with a maximum of forty working hours per week.
- (b) Additional hours worked in any week will be charged for pro rata.
- (c) The Company reserves the right to alter hire rates on giving one week's notice in writing to the Hirer.
- (d) Fuel and oil used will be charged as an extra on all hire transactions.

3. EQUIPMENT

- (a) All Equipment supplied on hire remains the property of the Company and remains so throughout the period of hiring. All equipment will be deemed to be owned by the Company whether owned by the Company or not.
- (b) The Hirer will, during the period in which the Equipment is in it's possession, take all due care and will use the Equipment only for the uses the manufacturer intended and will not part with possession, pledge or offer as security or sub-let the Equipment during the period of hire.



4. WARRANTIES

The Hirer takes the equipment hired in the express condition that the Company gives no warranty undertaking or promise of any kind whatsoever as to the condition state of repair or fitness of the equipment hired nor as to the suitability of the Equipment hired for the work undertaken with it by the Hirer and Hirer shall use the Equipment hired entirely at his own risk. The Hirer shall consequently have no claim of whatsoever nature or kind against the Company by reason of the condition or of the state of repair of the equipment hired or by reason of the same not being fit for any purpose or by reason of any injury suffered by him or other persons resulting from operation of the Equipment hired whether correctly or incorrectly or otherwise howsoever arising and the Hirer shall hold the Company safe and 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.

5. USE OF THE EQUIPMENT

The Hirer shall use the equipment in a skilful and proper manner and shall at his own sole expense keep the Equipment in a clean condition and if any doubts as to how the Equipment will be operated, shall refer to the Company for instructions. The Hirer shall personally use the Equipment hired and will not permit the same or any part thereof to be used by any other person without prior consent in writing from the Company.

6. LIABILITY

The Hirer shall not sell, offer for sale, assign, mortgage, pledge, charge or otherwise encumber or deal with or part with possession of the Equipment hired or any part or parts thereof other than to the Company. If any damage beyond fair wear and tear without neglect of the Hirer due to normal operation of the Equipment hired shall be caused by the same, the Hirer shall be responsible for the cost of repairing the same and shall save harmless and keep the Company indemnified against all 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 Company and be recovered accordingly. If the Equipment shall be returned in a dirty condition the Company may clean the same and charge the Hirer the cost of doing so. The cost of any such cleaning done by the Company shall be a debt due and recoverable from the Hirer.

6. FAULTS

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 Company by phone 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 Company or the nominee of the Company. If the Equipment hired shall develop a fault while in the possession of the Hirer for which the Hirer is not responsible under these conditions, the hire charges shall be suspended by the Company until such equipment has been repaired by him or his nominee, or replaced.



7. MAINTENANCE

While the Equipment hired is in the possession of the Hirer, the Hirer will faithfully perform and carry out all instructions of the Company or its nominee as to the manner in which the same shall be operated and as to maintenance thereof, in particular the following

The Hirer is responsible for daily checks of batteries, oil and water levels, belts and tyres conditions, and generally maintaining the Equipment in good working condition, reasonable (as decided solely and completely in the Company's discretion) wear and tear excepted. The continued use of Equipment after any malfunction becomes evident, or would have become evident if the Hirer had properly complied with its maintenance obligations, will be deemed to be abuse for the purpose of Clause 6 and the Hirer will be liable under Clause 6 to the Company for any damage as a result of this continued use.

- (a) The Hirer shall keep the Company informed as to the whereabouts of the Equipment and the Hirer shall notify the Company immediately the Equipment is to be moved from the stated job site to another location for any reason whatsoever. Should the service mechanic call on the job site and the Equipment has been removed without prior notification, such a call will be charged for separately and in addition to actual hire charges.
- (b) The Company reserves the right to enter upon any premises where its Equipment is on hire for the purpose of inspection and will do so in observing all the Hirer's Occupational Health and Safety rules and regulations

8. PAYMENT TERMS

- (a) For non account customers all hire charges are to be paid in advance. For approved credit account customers terms are net 30 days from invoice date unless otherwise agreed to by the Company. If default exceeding 30 days is made in the payment of the account the Company may terminate the hire forthwith and without notice to the Hirer may repossess the Equipment and take any necessary steps to recover all amounts due on the hire, reconditioning of the Equipment and, if necessary, costs for transport to the Company's stores and any other charges referable to the Hirer's default.
- (b) In order to retake possession of the Equipment under Clause 8(a) it shall be lawful for the Company to enter into or upon any premises where the same may be

9. INSPECTION

The Company or its servants, agent or agents shall be entitled at all reasonable times to inspect the Equipment hired and /or operate the same for the purpose of testing the same and the Hirer hereby gives irrecoverable leave and license to the owner or its servant or servants or agent or agents to take possession of and remove such Equipment and for such purpose to enter the premises if the Hirer and as the Hirers 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.



10. INDEMNITY

- (a) The Hirer shall indemnify and keep indemnified and save harmless, the Company and the Company's servants and agents from all damages, suits, action, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the goods or otherwise or whether resulting from the negligence of the Company, its servants, agents or otherwise.
- (b) The Company shall not be liable to the Hirer or the Hirer's agents for any such damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions expressed or implied (except insofar as statutory conditions and warranties cannot be excluded under part v Division 2A of the Trade Practices Act (1974) or relevant State or Federal Legislation), use, maintenance, transport, operation of goods or otherwise and whether resulting from negligence of the Company, its agents or otherwise.
- (c) Clauses (a) and (b) hereof to the extent they are inconsistent with other clauses, terms and conditions of this agreement are to override such clauses and be of paramount forces.

11. INSURANCE

Subject to a Damage Waiver being paid, the Hirer shall be responsible for any loss or damage to the Equipment that occurs for any reason whatsoever, reasonable wear and tear (as decided solely and completely in the Company's discretion) excepted. It is agreed that upon the completion of the period of hire the whole or part of the cost or replacement of or repair to the Equipment will be to the account of the Hirer.

12. DAMAGE WAIVER

Unless the Hirer directs in writing to the contrary, the Company will charge a premium for insurance for accidental damage to or theft of the Equipment, and the Company thereby agrees to waive its rights to claim from the Hirer for any loss of or damage to the Equipment in excess of the sum equal to excess charged by the Company's insurance company. This waiver shall only apply to damage which is caused by fire, storm, earthquake, collision, accident or theft provided that in the case of theft, the Hirer has supplied to the Company satisfactory evidence that the equipment was held in a secure location and it has promptly reported the theft to the police. This waiver shall not apply to loss of or damage to Equipment in the following circumstances:-

- (a) Subject to Clause 5 loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment, lack of lubrication.
- (b) Loss or damage due to mysterious disappearance of the Equipment.
- (c) Loss or damage caused by misappropriation or wrongful conversion by the Hirer or its employees or its agents or by any person to whom the Equipment is entrusted by the Hirer.



- (d) Loss or damage caused by the use or operation of Equipment in contravention of any of the Conditions of Hire.
- (e) Loss or damage caused by the use or operation of Equipment in violation of any statute (Commonwealth or State) or any regulation or by law thereunder.
- (f) Loss of or damage to Equipment, tools, accessories, tyres, tubes and batteries or the like and other similar fittings as a result of being partly or fully submerged or buried, or occurring for any reason on the customer's site whilst located, used, loaded, unloaded, transported on, over or adjoining liquids or materials such as but not limited to water, sand, rocks, etc.

13. TAXES

- (a) Any consideration, price or charge stated in the Conditions of Hire is exclusive of a Goods and Services Tax or similar tax which may be levied on any supply made by the Company. In the event of such tax or taxes being levied on any such supply, the consideration, price or charge will be increased by the amount of such tax and taxes at the rate applicable for the tax period to which the relevant supply is attributed.
- (b) This clause has effect notwithstanding any other clause in these Conditions of Hire.

14. FUEL AND OIL

Only fuel and lubricating oils approved by the Company shall be used for the operation of the Equipment during the hire period.

15. FORCE MAJEURE

The Company shall have no liability for any consequence of delay or failure in carrying out the contract caused by force majeure.

16. NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS

The Company shall not be liable to compensate the Hirer, its servants, agents, or any third parties for contingent, consequential, indirect, special, punitive or any other damages, howsoever caused, for any damage to property or injury to person, whether arising out of the use or operation of the equipment or otherwise and whether arising under a breach of warranty, contract, negligence, commission, omission (or advice), tort, strict liability or otherwise, and the Hirer agrees to indemnify and keep indemnified the Company in respect of any such liability.



17. ENVIRONMENTAL DISCLAIMER

The Environmental Management at any site on which the Company's Equipment is used is the responsibility of the Hirer. In this regard the Company disclaims responsibility for any infringements which occur related to breaches of Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmosphere, water, sewer, dangerous goods, waste disposal.

18. EXCLUSION OF OTHER TERMS

The above Terms and conditions shall apply to all quotations given by the Company in respect of the hire of Equipment to the exclusion of any other terms and conditions contained in any document submitted by the Hirer to the extent that such last mentioned terms and conditions are inconsistent therewith or with any rights of the Company expressed or implied by law. No modifications thereof shall be binding upon the parties hereto or either of them unless such modifications shall be in writing duly executed by the Hirer and approved by the Company.

19. JOINT HIRER'S

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

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