

## HIRE AGREEMENT – TERMS AND CONDITIONS

In these terms and conditions "CSHS" shall mean KingTott Pty Ltd trading as Confined Space Hire Services and "the Customer" means individual or organisation hiring the equipment.

### **HIRE AGREEMENT**

The hire agreement forms the basis of the contract between CSHS and the Customer and equipment will only be released or dispatched to the Customer after the signing of the Hire Contract by the customer or his/her authorised representative. Signing of this Hire Contract by the Customer indicates acceptance of these Terms and Conditions by the Customer.

#### **1. HIRE PERIOD**

The hire period commences on the commence date shown on the Hire Contract and terminates when CSHS receives the equipment from the customer. It is the customer's responsibility to arrange prompt and timely return of the equipment following the completion of the hire.

#### **2. DAILY HIRE RATES**

The rate charged for one day hire will be charged at 50% of the weekly rate. Full payment to CSHS is due on delivery of equipment unless otherwise agreed in writing from CSHS.

#### **3. WEEKLY HIRE RATES**

The rate charged is for a seven day week and shall become payable to CSHS within 14 days from date of invoice unless otherwise agreed in writing from CSHS.

#### **4. MONTHLY HIRE RATES**

The rate charged is for a four week period. Payment for the first week shall be paid before delivery and balance of the monthly rate period shall become payable to CSHS within 14 days from date of invoice unless otherwise agreed in writing from CSHS.

#### **5. LONG TERM HIRE**

Discounts will be negotiated for long term hire, however the Customer agrees if the equipment is returned prior to the nominated end date CSHS reserves the right to charge the customer full value for the period of hire without discount.

#### **6. EARLY CESSATION**

Notwithstanding the hire period CSHS expressly reserves the right to early cessation which may be exercised on demand and at the absolute discretion of CSHS. In the event that CSHS so demands, the customer shall forthwith return the equipment to CSHS. The applicable hire shall be adjusted and payable on a pro rata basis.

#### **7. DELIVERY AND RETURN OF HIRE EQUIPMENT**

All shipment of the equipment to and from the Customer is at the expense and risk of the Customer. The Customer agrees not to ship equipment by post.

#### **8. CUSTOMER COVENANTS**

The Customer agrees with CSHS that:

- The equipment shall remain the property of CSHS.
- The Customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- The Customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or let any other person/persons do so.
- The Customer shall notify CSHS immediately if any judgement or order is levied against the customer or the property of the customer or is a petition is presented for the liquidation of the customer or a receiver is appointed or a scheme of arrangement is proposed.
- The Customer shall permit CSHS to enter the premises where the equipment is located at all reasonable times in order to inspect the equipment and carry out repairs to the equipment.
- The Customer requires and will use the equipment for business purposes only.
- The Customer accepts full responsibility to guard the equipment against theft, damage and negligence until it has been returned to CSHS. In respect of theft, damage or loss of equipment the Customer shall advise CSHS and hire of the equipment shall continue until the item has been repaired by CSHS, at the customers expense, or the customer has paid the replacement cost to CSHS.
- The Customer indemnifies CSHS for any loss or damage arising out of the use of the goods and caused by the customer's acts or omissions, be they intentional, negligent or accidental.
- The Customer shall immediately notify CSHS in the event of the breakdown of the goods and shall not undertake any repairs on the equipment without the consent of CSHS.

#### **9. OVERDUE ACCOUNTS**

CSHS may charge the Customer bona fide reasonable costs including the cost of any bank fees for dishonoured cheques, collection agency, solicitor or other legal or accounting costs incurred in the collection of monies overdue. CSHS reserves the right to suspend shipment to any customers whose account is overdue.

#### **10. WARRANTY**

CSHS warrants that each item of equipment hired is of merchantable quality and fit for the purpose for which it was designed and undertakes to repair or replace equipment, which has failed due to defects in material or workmanship.

#### **11. LIMITATION OF LIABILITY**

The Customer acknowledges that it has not relied upon any statement by CSHS in respect of the Customer's purpose for the utilisation of the equipment and that CSHS is not responsible or liable for the failure of that equipment to perform for the purposes required by the Customer nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.