



## TERMS AND CONDITIONS

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### 1 HIRING AGREEMENT- GENERAL

- 1.1 The Hirer acknowledges that he is not relying upon the skill or judgment of, or any representation made by, or on behalf of J & M Campbell Pty Ltd, T/A South Coast Site Rentals, hereafter known as the Owner, in respect to the equipment or its performances. ABN 34128465556.
- 1.2 The equipment is hired to the delivery address advised by the Hirer and is not transferable to any other site or Hirer.
- 1.3 The Hirer shall inspect the equipment within twenty-four (24) hours of installation/delivery and immediately notify the Owner in writing of any objection to or defect in the equipment. The Hirer's failure to do so shall constitute an acceptance of the equipment "as is" and a deemed acknowledgement that the equipment is in good repair and condition, is safe, useable and the quantity installed is correct. Upon timely receipt of a notice of legitimate objection or defect, the Owner shall, within a reasonable time, cure the problem within reason. The liability of the Owner in respect of any matter arising out of the application of the Trade Practices Act or any other applicable legislation is limited at the option of the Owner to:
  - 1.3.1 the replacement of the equipment; or
  - 1.3.2 the repair of the equipment.
- 1.4 In no event shall the Owner be responsible for any loss of, or damage to property, or death, or injury to persons caused by the equipment, arising out of the use thereof during the period of hire and the Hirer shall indemnify the Owner from and against all claims which may be made against the Owner for damages or otherwise, in respect of or arising directly or indirectly out of any loss, damage, death or injury whatsoever caused directly or indirectly by or arising directly or indirectly out of the use of any equipment whilst on hire to the Hirer which indemnity shall extend to and include all costs and expenses incurred by the Owner in investigating and / or defending any such claim.
- 1.5 The Hirer shall at all times use the Owner's equipment properly and in a skillful manner for the purposes intended.
- 1.6 Upon the happening of any event which allows the Owner to remove the equipment, the Hirer shall freely surrender the equipment in good repair and condition, and shall pay for all delay, damage and loss, and for all destruction at a rate determined by the Owner. An additional fee will be charged for a partial pickup requested by the Hirer.
- 1.7 Should accessibility to the site be more difficult on dismantle of the equipment as opposed to the installation, a labour charge will be applicable.
- 1.8 The full costs of the original hire period will be charged upon commencement of the hire and will be due and payable as per the account terms in **Clause 2.1**.
- 1.9 If the hirer wishes to return the equipment before the end of the Hire Period the Hirer will remain liable for all hire and any other charges payable to the Owner for the entire hire.
- 1.10 The Hirer agrees and acknowledges that at all times the equipment is and remains the property of the Owner. During the period of hire, the Hirer shall not sell, lease, pledge, assign, transfer, part with possession of or detail with the equipment in a manner which may affect, directly or indirectly, the Owner's Ownership of the equipment.
- 1.11 The Hirer shall have a representative attend upon collection of the equipment to supervise the count of the equipment and sign the same out. When the Hirer does not provide a representative to supervise the collection of the equipment the Hirer must accept all counts taken by the Owner.
- 1.12 Once the original hire period on this contract has expired it will be deemed to still be on hire and a new rehire account for a minimum of 1 month will be issued until the Hirer notifies the Owner in writing to terminate the contract. Rehire rates are subject to change without notice. The equipment remains the responsibility of the Hirer until removed from site by the Owner

### 2 TERMS OF TRADE & DEFAULTS

- 2.1 Payment terms cash on delivery (C.O.D.) unless the Hirer has completed the necessary paperwork to have obtained an approved account with the Owner.

- 2.2 Where the Hirer is required by the Owner to pay for the hire of the equipment by C.O.D., the Hirer must provide the Owner with the details of a valid credit card (type, number, name of holder, expiry) that the Hirer is authorized to use.
- 2.3 By accepting the hire of the equipment pursuant to these terms and conditions, the Hirer expressly authorises the Owner to debit from the credit card all monies due and payable but not paid which relate to the hire of the equipment. For the sake of clarity, the Hirer's signature is deemed to be written authorization for such debits to the credit card. The authority granted by the Hirer to directly debit the Hirer's credit card pursuant to this clause shall remain in force from the date of this Agreement until the date this Agreement is terminated or the hire of the equipment is complete.
- 2.4 If the Hirers credit card details change throughout the hire period the Hirer must notify the Owner of the new details and continues to authorise the Owner to debit any monies from the new credit card.
- 2.5 If you fail to pay your account within the terms of trade specified in this hire agreement, we reserve the right to charge an administration fee of \$150.00 as a liquidated damage associated with your default which is payable upon demand. We reserve the right to change this fee at any time without further notice.

### **3 EQUIPMENT HIRE**

#### **3.1 FENCING & RELATED PRODUCTS**

- 3.1.1 It is a condition of the Owner that the Owner's signs shall be placed on the equipment for insurance and advertising purposes.
- 3.1.2 Damage Waiver Insurance is chargeable at 9% of the hire cost. This only covers minor damage. Damage Waiver does not cover missing/stolen equipment, graffiti damage or unrepairable damage.
- 3.1.3 Any modification by the Hirer, being shade cloth, weed mat, hessian, signage etc. must be suitably braced and authorised in writing by the Owner, prior to being attached to any of Owner's products. The hirer must remove all signage at the end of the hire.

#### **3.2 TOILETS & RELATED PRODUCTS**

- 3.2.1 Toilets will be serviced on a fortnightly basis. Any additional services will be charged at a rate determined by the Owner.
- 3.2.2 Should the toilet be not accessible for service an additional charge will be applicable if the Owner is required to return to the site prior to the next scheduled service.
- 3.2.3 Cleaning of a toilet that has been knocked down or blown over incurs an additional fee.
- 3.2.4 The toilet is to remain in the original installation position at all times. If the toilet is to be repositioned on the site, this shall be carried out by the Owner at the Hirer's cost. The equipment is not to be moved by any other person.
- 3.2.5 Any graffiti, paint splatter or concrete splatter on the toilet will result in a cleaning fee determined by the Owner.
- 3.2.6 The Hirer acknowledges that they or their representative have received instructions on the use of the toilet.

#### **3.3 BUILDINGS AND RELATED PRODUCTS**

- 3.3.1 The Hirer shall:
  - 3.3.1.1 Ensure a level, clear, defined and accessible site.
  - 3.3.1.2 Arrange connection of any applicable services the hirer requires.
  - 3.3.1.3 Obtain all necessary approvals and clearances from councils and other Statutory Authorities.
  - 3.3.1.4 Comply with all building laws, standards and practices.
  - 3.3.1.5 Arrange tie downs as required – at the hirers cost.
  - 3.3.1.6 Ensure that the owner has access to the equipment for servicing and maintenance at all times.
- 3.3.2 TFH hirer is responsible for all costs associated with the delivery and return of the equipment.
- 3.3.3 Cleaning charges will apply if the equipment is returned in other than good order and condition. This fee is to be determined by the owner and shall be dependent upon the cost of the cleaning.

### **4 DAMAGE TO EQUIPMENT & MISSING EQUIPMENT**

- 4.1 The Hirer shall at all times keep the equipment in good working order and condition and will not in any way repair or alter the equipment without the prior written consent of the Owner. The Hirer shall be responsible for any loss or damage to the equipment for any reason whatsoever, except damage which is caused by reasonable wear and tear. It is agreed that upon the period of hire, the whole or part of the cost or replacement of, or repair to the equipment will be charged to the Hirer at a rate specified by the Owner. Any missing or damaged stock will remain the property of the Owner at all times. Missing stock will be deemed as stolen property.

- 4.2** Once it has been established by the Owner that missing/damaged stock charges have occurred and an invoice has been raised, the Owner will reserve the right to charge on going monthly re-hire amounts for the equipment until such time as the missing/damaged stock invoice has been paid in full.
- 4.3** Any stock stolen will be charged accordingly. Any person or company found with stolen property will be prosecuted.

## **5 TERMINATION BY THE OWNER**

- 5.1** The Owner may notwithstanding the specified period of hire and notwithstanding any waiver of the same previous default forthwith terminate the agreement and repossess the equipment in any of the following events.
- 5.1.1** If the Hirer shall commit or permit any act or thing whereby the Owner's rights in the equipment may be prejudiced.
- 5.1.2** If the Hirer should become or be made bankrupt or make arrangement or composition with his creditors, or in the case of a Hirer being as limited company should an order be made or a resolution for the winding up of such company.
- 5.1.3** If the Hirer commits any breach of this agreement or fails to pay any monies when monies are due.
- 5.2** For the purpose of repossessing the equipment, the Owner may enter into, or upon any premises where the equipment may be, without prejudice to the rights of the Owner, to recover from the Hirer any monies due hereunder or any damages of breach hereof and the Hirer indemnifies the Owner in respect of any claims, damages or expenses arising from any action taken under the clause.
- 5.3** If the Hirer breaches any part of this agreement the Owner reserves the right to remove equipment on any other individual site without notice, regardless of payment status.

## **6 CHANGES TO TERMS & CONDITIONS**

- 6.1** The Owner may amend these Terms & Conditions at any time and the Hirer shall be notified.
- 6.2** The amended Terms & Conditions will apply to any hire of equipment from the time the amendment is published. This will not affect the validity or enforceability of the agreement between the Owner and the Hirer.

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