

STATEWIDE EQUIPMENT HIRE TERMS & CONDITIONS

- 1.0 "The Plant" means the equipment, including all tools and accessories supplied pursuant to these terms and conditions. "The Owner" means Statewide Access. "The Hirer" means the person hiring the Plant and the person signing these terms and conditions for or behalf of the Hirer.
- 2.0 Hire Charges shall commence from the time the Plant leaves the Owner's premises whether collected by the Hirer, delivered by the Owner or otherwise and shall continue until returned to the Owner. If the Owner transport or delivers the Plant for or on behalf of the Owner, then in addition to the hire charges the Hirer shall pay the Owner all charges and expenses incurred by the Owner in de-hiring, installing, and / or collecting the Plant.
- 3.0 Hire Rates are based on the following period of hire and hours usage.
- 3.1 A day of 8 hours use over a continuous 24 hour period.
- 3.2 A week of 40 hours use over a continuous 1 week period.
- 3.3 A month of 160 hours use over a continuous 4 week period.
- 3.4 At the discretion of the Owner, the Hirer will be liable to pay the owner for the excess on a pro-rated basis when using the Plant outside the periods of hours shown.
- 4.0 In the event of any damage to or failure of the hired Plant, for any reason or any nature whatsoever, the Hirer shall **immediately notify** the Owner.
- 5.0 The Hirer shall:
- 5.1 Ensure that the Plant is **operated only by fully trained and experienced operators** and not otherwise.
- 5.2 Ensure that the Plant is used in a skilful and proper manner and only for the purpose and within the capacity for which it was designed.
- 5.3 Maintain the Plant in a safe, clean and serviceable condition allowing for reasonable wear and tear, and without limitation, supply fuel and ensure oil, water, battery levels are maintained and properly monitored.
- 5.4 Upon completion of hire the Hirer shall ensure that the Plant is clean and in substantially the same condition as it was at the commencement of the Hire. Without limitation, if the Plant is marked, dirty or damaged the Hirer shall pay the Owner's cost of repairing or reinstating the Plant.
- 5.5 Accept full responsibility for the safe keeping of the Plant and indemnify the Owner for all loss of or damage to the Plant however caused or arising.
- 5.6 Accept full responsibility for and indemnify the Owner against any claim in respect of any injury to persons or damage to property however caused or arising from the Plant during the hire period.
- 5.7 Pay all hire charges and other charges as stated on the invoice within the agreed payment terms allowed by the Owner.
- 6.0 If the Hirer requires the Owner to deliver the Plant, the Owner will undertake that it will use its best endeavors to have the Plant delivered by the said time but the Owner will not be liable to the Hirer for late delivery, non-delivery or any loss or damage caused or arising from the late delivery or non-delivery of the Plant.
- 7.0 The Hirer shall be responsible for the unobstructed access and unless otherwise agreed in writing, for unloading and loading of the Plant at the Site and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the Plant be regarded as the servant or agents of the Hirer who alone shall be responsible for all claims arising in connection with unloading and or loading of the plant by, or with the assistance of such personnel.
- 8.0 The Hirer shall not remove or cover up any plates or other marks that the Owner may affix or caused to be affix to the Plant to indicate that the Plant is the property of the Owner.
- 9.0 The Hirer shall exonerate the Owner from the responsibility of supplying all Personal Protective Equipment relevant to the Plant. It is the responsibility of the Hirer to ensure that all operators are supplied with the correct PPE, this includes a Full Body Safety Harness (that complies with AS/NZS 1891) when the Plant is a boom type elevated work platform.
- 10.0 Acceptance of the plant on site implies acceptance of all terms and conditions herein unless otherwise agreed in writing.
- 11.0 The Plant or any part thereof shall not be re-hired, sub let, or lent to any third party without written permission of the Owner.
- 12.0 The Plant shall not be moved from the site to which it was delivered or consigned without the written permission of the Owner.
- 13.0 The Hirer shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out a times to suit the convenience of the Hirer.
- 14.0 When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person will be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the plant be regarded as the servants or agents of the Hirer who shall be responsible for all claims arising in connection with the operation of the Plant by the said drivers/operators/persons. The Hirer shall not allow any other person to operate such Plant without the Owner's previous consent to be confirmed in writing.
- 15.0 Timber Mats or Equivalent – When the hire is for lifting equipment, any sound timber or other material supplied by the Owner for use with outriggers/stabilizers is provided solely to assist the Hirer and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the lifting equipment under the imposed loading.
- 16.0 The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the Hirer or his servant, and for payment of hire at the down time rate of 50% of the weekly hire rate. The Owner will be responsible for the cost of repairs, inclusive of the cost of spare parts, to the Plant involved in breakdowns from all other causes.
- 17.0 The Owner shall not be responsible or liable to the Hirer under any circumstances, weather on the grounds of breach of contract, contractual duty, or on the grounds of negligence or otherwise, for any loss or defects in or malfunction, break down of failure of performance of the Plant, and the Hirer waives its rights and releases the Owner from all claims and demands in respect thereof.
- 18.0 Without prejudice to any other remedies the Owner may have against the Hirer, the hire contract may be terminated by the Owner
- 18.1 Upon giving the Hirer two days written notice of termination at any time during the period of hire.
- 18.2 Without notice if the Hirer has a winding-up petition presented against it, or be wound-up or go into voluntary liquidation or if a receiver of its assets is appointed or if it makes an assignment or compromises for the benefits of its business is placed under official management or if it ceased to carry on business.

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- 18.3 Without notice if the Hirer shall commit any breach of this contract. Upon termination the Owner shall be entitled without notice to take possession of the Plant, for which purposes the Hirer hereby irrevocably appoints the Owner as its agent for collection and licenses the Owner to enter any land or premises of the Hirer or under his control upon which the Plant is situated at the time of termination.
- 19.0** The Hirer shall be responsible for and shall indemnify the Owner against any:
- 19.1 Damage due to misuse, abuse or overloading the Plant.
- 19.2 Loss or damage through failure of the Plant in contravention of these conditions of hire.
- 19.3 Loss or damage through failure by the Hirer to take reasonable care of the Plant or through the Hirer's negligence.
- 19.4 Loss or damage to the Plant from use in violation of any statutory laws or regulations.
- 19.5 Loss of tools, accessories and similar to the Plant.
- 19.6 Damage caused to tyres and tubes.
- 19.7 Loss or Damage resulting from lack of lubrication or other normal servicing of the Plant.
- 20.0** The Owner reserves the right and without notice to revise the hire rate charges.
- 21.0** On termination of hire for any reason whatsoever and at the discretion of the Owner, should the Owner be unable to gain access to the Plant for any reason, the hire will continue at the agreed rate until access is available.
- 22.0** The Hirer shall on request of the Owner advise him of the current location of the Plant and grant access to it.
- 23.0** The person signing this contract on behalf of the Hirer accepts these Terms and Conditions and agrees to be bound by them jointly and severally with the Hirer and warrants that he or she is duly authorised to sign this contract on behalf of the Hirer.
- 24.0** In the following sub-clauses: "GST" means Tax impost or duty on goods or services imposed by the Commonwealth, a State or a Territory or any similar or like tax and whether imposed before or after the commencement of this agreement. "Supply" means the supply of any goods, services, other rights, benefits or other things by the Owner and includes the definition of supply in any legislation or regulation, which imposes implements or varies a GST.
- 24.1 If GST has application to any Supply made under or in connection with the agreement, in addition to any payment or amount due under or consideration payable or to be provided pursuant to this agreement ("payment") the Owner may recover from the Hirer an additional amount on account of GST, such amount shall be calculated by multiplying the value of the payment for the relevant Supply by the prevailing GST rate.
- 24.2 Any amount on account of GST recoverable from the Hirer under clause 2 must be calculated without any deduction or set-off of any other amount and must be paid by the Hirer at the same time as the consideration of the relevant supply is payable or to be provided.
- 25.0** The Owner makes no representation and has not given any warranties and the Hirer acknowledges that the Owner has not made any representations or given any warranties relating to the use of the Plant or its suitability for any purpose other than that for which it is designed.
- 26.0** Subject to **the damage waiver being accepted and the payment of the damage waiver fee and the insurance policy excess** (in the event of damage [This excess is calculated at 1% of the Capital Cost of the Plant subject to a minimum excess of \$1,000.00]) and the prompt submission of a written police report the Owner shall waive its right to claim for loss and damage to the Plant caused by fire storm collision impact accident theft or burglary provided that the Hirer takes reasonable precautions to safeguard the Plant and provided further that any loss or damage to the Plant is not caused by the negligence of the Hirer. This waiver excludes any loss or damage caused by or resulting from:
- 26.1 The intentional act or willful neglect of the Hirer
- 26.2 Failure to maintain Plant and failure to carry out daily pre-start inspection check list (Log Book).
- 26.3 Misuse, abuse, overloading or incorrect loading of the Plant.
- 26.4 The application of any tool or process without the consent of the Owner.
- 26.5 Exposure to any corrosive substance.
- 26.6 Any operation in which a load is shared between or with any other machine or equipment.
- 26.7 Cuts, bursts, punctures or damage to tyres.
- 26.8 Whilst the Plant is being used by or without an appropriated licensed operator.
- 26.9 Defect known or apparent to the Hirer or its operator.
- 26.10 Any contravention of any law or the provisions of this agreement.
- 26.11 Any act matter or thing involving the imposition of abnormal conditions strains or loads upon the Plant.
- 26.12 Whilst the operator is under the influence of alcohol or drugs which is in excess of the legal limit.