



Loganholme QLD 4129
T 0455 506 466
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W www.ultraeh.com.au
ABN 46 607 839 896

HIRE AGREEMENT

Hirer

Name	
Phone	
Email	
Driver license no & expiry date	
Address	

SCHEDULE

Plant and Equipment	
Attachments	
Hire period Start	
Hire Period End	
Damage Waiver	Yes/No

Total:

I have received and agree to the following documents:

1. Hiring Terms & Conditions
2. General Safety for Hire Equipment
3. Operating Manual

I confirm that I am competent to operate the machinery/motor vehicle/equipment as specified in the "Schedule"

Signature of Hirer:

Date:



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Hiring Terms & Conditions

Recitals:

R1. The owner is the proprietor of the plant and equipment ("equipment") listed in the schedule to this Agreement ("schedule").
R2. The hirer will hire the equipment specified in the schedule from the owner upon the terms and conditions in this Agreement.

Definitions:

In these Terms and Conditions:

"The owner" means Tallowwood Building Services Pty Ltd t/a Ultra Equipment Hire ABN 46 607 839 896, and its substitutes, successors and assigns;

"Hirer" means legal entity or entities accepting The owner quotation for the supply of Equipment and/or services or whose order for Equipment and/or services is accepted by The owner;

"Manufacturer's specifications" means the specifications of the manufacturer of the Equipment as set out in the Equipments's operations manual located in the glove box of the vehicle, or as otherwise specified by The owner

"Equipment" shall mean all and each item of plant and/or equipment and motor vehicles to be supplied by the owner under these terms & conditions of hire and, all additions, alternations and replacement to that plant and/or equipment and motor vehicles;

"Hire Charge" means the owner's charges for the provision of Equipment and/or services to the Hirer;

"Contract" means the contract formed by the Hirer accepting a quotation or the owner accepting an order or by delivery and receipt of Equipment. These terms & conditions apply to a contract however formed.

Operative Part:

Hire of plant and equipment

The hiring of the equipment will commence from the commencement date specified in the schedule and continue for the term specified in the schedule.

The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.

The hirer agrees to return the goods to the address of the owner on or before the end of the hire period as outlined in the schedule

The owner will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason.

Payment for rental



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The hirer agrees to pay the owner the hire fee specified in the schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.
The hire fee must be paid to the owner prior to or on the commencement date of the hire period.

Hire of motor vehicle

The hirer:

- (a) shall ensure that only the hirer or an authorised driver will drive the vehicle;
- (b) shall ensure that the hirer and any authorised driver hold a current licence (not being a learner licence or provisional licence) to drive the vehicle and have been licensed to drive vehicles of the same category as the vehicle for at least 12 consecutive months; and
- (c) agrees that they are responsible for the acts and omissions of an authorised driver or any other person the hirer allows to drive the vehicle and neither the hirer nor any unauthorised driver will have the benefit of any Loss or Damage Cover or optional coverage if the hirer allows an unauthorised driver to drive the vehicle and that unauthorised driver causes loss of or damage to the vehicle or damage to the property of a third person.

Use of the vehicle

The hirer and any authorised driver must:

- (a) not use the vehicle in contravention of any law, including any regulations, rules or bylaws relating to road traffic;
- (b) not sublet or hire the vehicle to any other person;
- (c) not allow the vehicle to be operated outside the hirer's authority;
- (d) not drive, or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current full (non-probationary) drivers licence appropriate for the vehicle;
- (e) not use, or allow the vehicle to be used, for any illegal purpose, or for any race, contest, rally, speed test or performance test of any kind;
- (f) not use, or allow the vehicle to be used, to push anything;
- (g) not carry, or allow the vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle;
- (h) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the vehicle is driven;
- (i) not use or allow the vehicle to be used to carry passengers for payment of any kind;
- (j) not use the vehicle when it is damaged or unsafe;
- (k) provided it is reasonable in the circumstances to do so, not drive the vehicle after an accident or hitting an object (including an animal) until the hirer has obtained the owner's approval to do so;
- (l) not use the vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at the hirer's cost) and in accordance with the manufacturer's specifications and the owner's recommendations;
- (m) not, without the owner's prior written consent, use the vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- (n) not use the vehicle for the conveyance or towing of any load unless the hirer has obtained the owner's prior written consent; the load is correctly loaded and secured and not in excess of that for which the vehicle was manufactured; for towing, the vehicle is



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fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the manufacturer's specifications and the owner's recommendations.

Use, operation and maintenance

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.

Certification is not required to operate most machines; however you must be competent to do so.

Employers hiring for their employees have a 'Duty of Care' responsibility under the Act. The equipment shall not be used by anyone other than the hirer without the expressed permission of the owner.

Only those persons named as authorised drivers on the Rental Agreement shall be permitted to drive the vehicle(s) supplied under this agreement, and then only if those persons hold a current full (non-probationary) drivers licence appropriate for the vehicle at the time that they are driving the vehicle. The minimum age for drivers is 21 years old.

The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.

The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.

The hirer shall ensure the equipment is returned to the owner clean of soil or any other foreign matter and any spray tanks and spray equipment shall be thoroughly cleaned. Fuel tanks on any equipment shall be full of fuel when the equipment is returned to the owner. In the event that these requirements are not complied with the hirer shall pay the owner the reasonable costs of compliance with these requirements.

Failure to return Equipment fully cleaned and detailed will result in a cleaning charge to the Hirer of \$150.00

Failure to return Equipment with a tank full of fuel will result in a \$2.50 per litre fuel refill charge.

The Hirer is responsible for the payment of parking fines or any traffic violations and tolls, including penalties for any vehicles hired to the Hirer where the Equipment or any part thereof is a vehicle and the parking fines, or traffic violations or penalties or tolls are incurred on the vehicle during the Hire Period, and even if the fines or penalties or tolls are received after the Hire Period. If Ultra receives notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire, Ultra will complete a statutory declaration nominating the hirer as the driver of the vehicle.

Hirer's warranties

The hirer warrants that:

- the equipment will be used in accordance with the conditions outlined in the schedule;
- the particulars in the schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
- the hirer holds a valid current driver's licence, operating licence or permit valid for the type of equipment hired;
- the equipment will not be used for any illegal purpose;
- the hire's vehicle is suitable for towing the equipment;



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- the hirer will not, without prior written consent of the owner, modify, or permit any modification of the equipment in any way; and
- the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose.

Indemnity

To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

Loss, damage or breakdown of plant and equipment or motor vehicle

A. 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. The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.

OR*

B. The hirer agrees to pay a Damage Waiver Fee equal to 10% of the GST exclusive hire fee, in which event the owner waives their rights of subrogation against the hirer for loss or damage to the equipment subject to the terms, conditions and exclusions of the owner's insurance policy, a copy of which can be provided upon request. The owner will maintain current insurance policies in respect of the equipment to its full insurable value. In the event of damage requiring an insurance claim to be made, the excess payable by the hirer is \$2,600.00. This only covers damage to the equipment hired, there is no cover for third party property damage or public liability. If any loss or damage falls outside the owner's insurance policy, the hirer will be responsible for the full repair or replacement of the equipment.

***[Delete and initial next to whichever is not applicable]**

If there is a breakdown or failure of the equipment then the hirer shall return the equipment to the owner at the hirer's expense and the hirer shall not attempt to repair the equipment.

The Hirer is responsible for the security of the Equipment at all times until it is returned to, and accepted by, the owner.

The hirer will take all reasonable steps to safeguard the Equipment from theft, loss or damage and give the owner notice of such occurrence at the first available opportunity

If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact the owner as soon as possible

Disclaimer

To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

Title to goods

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 goods and agrees not to do so.



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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 goods or make any addition or alteration to, or repair of, the equipment.

Repossession

The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.

If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

Completion of the hire period

The hire period is completed when the equipment has been returned to the owner:

- in the same condition as when it was hired; and
- on or by the date and time outlined in the schedule.

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.

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.

Governing law

This Agreement is governed by the laws of Queensland. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this Agreement.

Interpretation

In this Agreement, unless the context otherwise requires:

- A reference to the singular includes the plural and vice versa;
- A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- A reference to an individual shall include corporations and vice versa; and
- If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- In this Agreement, headings are for convenience only and do not affect interpretation.



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CONTACT DETAILS

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