

Rutherglen Boom Lift Hire Pty Ltd.

Abn 33109394096

Dry Hire conditions (With insurance option)

1. "The Plant" is the equipment described overleaf, including tools, accessories and spare parts described therewith. "The Owner" means Rutherglen Boom Lift Hire Pty Ltd. "The Hirer" means the person or company named as such overleaf.
2. Hire Charges shall commence from the time the Plant is collected by the Hirer from the Owner's premises until returned to the said premises, but if the Owner agrees to make delivery and collection, hire charges will commence from the time the Plant arrives at the hirers site until the Plant is collected from the Hirers site. In the event of the Hirer requesting the Owner to transport the Plant from the Owner's premises, the Hirer shall pay the Owner charges and expenses incurred by the Owner in delivering, installing and/or collecting the Plant in addition to the hire charges.
3. Hire rates are based on the following periods of hire and hours of usage.
 - a) A day of 8 hours use over a continuous 24 hour period.
 - b) A week of 40 hours use over a continuous 5 day period.
 - c) A month of 160 hours over a continuous 4 week period.

If the Hirer uses the Plant outside the periods of hours shown above he will be liable to pay the Owner for the excess on a pro rata basis at the discretion of the Owner.

4. In the event of any failure of the hired plant, of any nature whatsoever, the Hirer shall immediately notify the Owner.
5. The Hirer shall:
 - a) Supply the necessary operator and pay his wages.
 - b) Use the Plant in a skilful and proper manner and only for the purposes and within the capacity for which it was designed.
 - c) At his own expense, service, clean and maintain the Plant, in good and substantial repair and condition, reasonable wear and tear excepted, and supply all fuel, oil and grease necessary for operation, service and maintenance of the plant.
 - d) Clean the Plant upon completion of the hire period or be charged a cleaning fee and repainting fee if necessary for any cleaning or repainting required by the Owner.
 - e) Accept full responsibility for the safe keeping of the Plant and shall indemnify the Owner for all loss of or damage to the Plant however caused.
 - f) Accept full responsibility for and indemnify the Owner against all claims in respect of any injury to persons or damage to property however caused, arising out of the use of the Plant during the hire period.

- g) Pay all hire charges and other charges as stated on the invoice on a strictly net cash basis within the terms allowed by the Owner – being 21 days from the date of the invoice. A penalty interest rate of 15% per annum will apply if these terms are exceeded.
6. If the Hirer requires the Owner to make delivery of the Plant the Owner hereby undertakes 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 the late delivery, non-delivery or any loss or damage occasioned by the Hirer for such late or non-delivery.
 7. The Hirer shall not in any way part with possession of the Plant, nor assign this hire contract, nor remove the Plant from the State without the prior consent of the Owner.
 8. Without prejudice to any other remedies the Owner may have against the Hirer, and notwithstanding the period of hire mentioned overleaf, this hire contract may be terminated by the Owner.
 - a) Upon giving to the Hirer two days written notice of termination at any time during the period of hire.
 - b) Without notice if the Hirer shall have a winding-up petition presented against it, or be wound up or go in to voluntary liquidation or if a receiver of its assets or any other of them is appointed or if it makes an assignment or compromises for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.
 - c) Without notice if the Hirer shall commit any breach of this hire contract.

Upon termination the Owner shall be entitled without notice to take possession of the Plant, for which the purpose the Hirer hereby irrevocable appoints the Owner as its agent for collection and licenses the Owner to enter any land or premises of the Hirer of under his control upon which the Plant is situated at the time of termination.

9. The Owner shall not be responsible or liable to the Hirer, whether on the grounds of break of contract, contractual duty or on the grounds of negligence for any loss or defects in or malfunction, breakdown or failure of performance of the Plant, and the Hirer exonerates and releases the Owner from all claims and demands in respect thereof.
10. The Hirer shall be responsible for loss or damage to the Plant from any cause whatsoever apart from fair wear and tear unless the Hirer agrees, at the time of hire, to take out the insurance option and pays the appropriate fee. Should the Hirer take the insurance option, as described herein, then the Hirer shall be subject to the terms and conditions of the Owner's policy, a copy of which is available for inspection on request. In the event of a claim being made under this insurance the Hirer is responsible for the payment of the

policy excess applicable at the time. Hire Charges will continue until the Plant is repaired to the Owner's satisfaction or the claim is settled in some other way.

11. All government stamp duty and GST on hiring arrangements will be charged as an extra.
12. The Owner reserves the right at any time without notice to revise the hire rate charges.
13. It is hereby agreed that any individual signing this agreement as a representative or agent for the company with which he/she is employed, herewith known as the Hirer, shall thereby make said company liable for full payment of all rental charges or any other costs that might be incurred against any equipment hire by the Owner and accepts on the Hirer's behalf the terms and conditions of this contract.
14. On termination of hire for any reason whatsoever, should the Owner be unable to gain access to the plant for any reason hire will continue at the agreed rate until access is available.
15. The Hirer on request by the Owner shall advise him of the current location of the plant and grant access to it.

Contract Start Date :.....
Contract End Date (unless otherwise agreed)

Price including GST: \$198/day
\$880/week

Signed for and on behalf of Rutherglen Boom Lift Hire Pty Ltd.,

..... Dated.....

I hereby confirm that I have read fully, understand and accept the Condition as stated herein.

Signed for and on behalf of

Business Name:.....

Signature:..... Dated.....