



## SWEEPER & SCRUBBER

# HIRE AGREEMENT TERMS & CONDITIONS

### TERMS AND CONDITIONS OF AGREEMENT

1. This hire agreement shall begin on the Commencement Date and shall terminate on the earlier of
  - a. The expiry date
  - b. That date upon which the hirer
    - i. Commits any breach of this Hire Agreement
    - ii. Commits or suffers any set of bankruptcy
    - iii. (being a company) goes into liquidation or has a receiver appointed
    - iv. has execution or distress levied against them or their goods
2. The Hirer agrees to pay Tara Forklift Services Pty Ltd
  - a. The Hire Charges in the amounts shown and the time and place specified in the schedule
  - b. All stamp duty and other duties and taxes that may now or hereinafter be incurred in respect of hiring of equipment
  - c. All transportation charges reasonably incurred in making the equipment available to The Hirer
3. The Hirer agrees
  - a. To accept full responsibility for the safe keeping of The Plant and shall indemnify Tara Forklift Services Pty Ltd for all loss of, or damage to the plant however caused.
  - b. To accept full responsibility for and indemnify Tara Forklift Services Pty Ltd 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.
  - c. To be responsible for loss or damage to The Plant from any cause whatsoever apart from fair wear and tear. The Hirer agrees, at the time of hire, to take out insurance to cover the cost of the unit at current market rate. Hire charges will continue until the plant is repaired to Tara Forklift Services Pty Ltd satisfaction or the claim is settled in some other way.
  - d. Unless otherwise specified that the Hire Charges shall include service and maintenance costs including all mechanical and electrical components plus one set of tyres per year. **The Hire Charges do not cover consumable items replacement. Consumable items include filters, brooms, brushes, water control rubber skirts and dust control skirts.**
  - e. To charge and to top up with water all batteries being part of the equipment.
  - f. To use in connection with the equipment only the best procurable fuels and lubricants of a type and in accordance with the manufacturers recommendations
  - g. Not to relocate the equipment without the permission of Tara Forklift Services Pty Ltd.
  - h. Not to do or omit to do any act or thing likely to endanger the safety or condition of the equipment
  - i. To comply with all relevant acts an regulations and by-laws relating to the equipment and its uses.
  - j. To maintain a log book recording the days and the hours during which the equipment is used and make such log book available for inspection and copying by Tara Forklift Services Pty Ltd for the purpose of inspecting and testing the equipment
  - k. To allow the authorised representative of Tara Forklift Services Pty Ltd to enter upon any premises on which the equipment is located for the purpose of inspecting and testing the equipment.
  - l. To make the equipment available for service or repair during normal working hours or to pay extra charges when Tara Forklift Services Pty Ltd or their authorised representative is required to service or repair the equipment outside of normal working hours.
4. The Hirer acknowledges that they have no property or interest in the equipment or any part thereof and is bailed only. Accordingly the Hirer agrees that they:
  - a. Will make no additions to the equipment without the written consent of Tara Forklift Services Pty Ltd. Additions or alterations made to the equipment whether by replacement, substitution or otherwise shall form part of the equipment and subsequently to The Hire Agreement.
  - b. Will not remove or obscure or deface any identifying marks, labels or device on the equipment or any part thereof.
  - c. Will not purport or attempt to sell or dispose of or charge or encumber the equipment or to alter The Hire Agreement.
5. All warranties, representations, promises, conditions or statements regarding the Equipment whether express or implied including without limited the generality of the foregoing warranties or conditions as to the suitability or fitness of the Equipment for any particular purpose are expressly excluded to the full extent permitted by law
  - a. The liability of Tara Forklift Services Pty Ltd for the breach of any conditions or warranty implied above shall be limited to such one of the following as Tara Forklift Services Pty Ltd in its discretion may decide
    - i. The replacement of the defective equipment or part thereof
    - ii. The payment of the cost of replacing the equipment or part thereof

- c. Save as mentioned above, Tara Forklift Services Pty Ltd shall not be liable for any damage to The Equipment or any consequential or economic loss or damage caused or contributed to by The Equipment.
- d. During the period of hire The Hirer shall be responsible for all such damages or compensation as shall become payable to or in respect of any person or persons for personal injuries (including death) or in respect of the property of any person or persons other company or companies caused by or arising out of the use of The Equipment and shall indemnify Tara Forklift Services Pty Ltd and hold and keep it indemnified from and against all liability therefore and such indemnity shall extend to and include such reasonable costs and expenses as Tara Forklift Services Pty Ltd shall incur in investigating and/or in defending any claims made or brought against it as the owner of The Equipment or against and The Hirer jointly or separately for damages or compensation caused by or arising out of the use of The Equipment.
6. Upon termination of this Hire Agreement in accordance with Clause 1, The Hirer shall
- i. Promptly return The Equipment and all associated articles to Tara Forklift Services Pty Ltd at their own expense. **All hoppers and recovery water tanks to be cleaned prior to return, charges apply if this is not carried out.**
  - ii. Pay to Tara Forklift Services Pty Ltd all hire and other charges that are due in respect of the forgoing terms and conditions.
- b. If Tara Forklift Services Pty Ltd allows The Hirer to retain possession of The Equipment, the hire thereof to The Hirer shall continue upon and subject to these terms and conditions until at the election of Tara Forklift Services Pty Ltd or The Hirer the same shall be determined or Tara Forklift Services Pty Ltd repossesses the same pursuant to its rights hereunder, as the case may be.
- c. If the hirer does not promptly return The Equipment Tara Forklift Services Pty Ltd shall have the right to enter any premises on which it reasonable suspects the Equipment to be located and to retake possession of The Equipment
- d. If The Equipment in part or in whole is lost or destroyed The Hirer shall pay Tara Forklift Services Pty Ltd compensation for The Equipment or parts thereof to the then current value as new or like equipment or part thereof as the case may be.
7. In addition to the amounts previously referred to Tara Forklift Services Pty Ltd shall be entitled to charge The Hirer to pay
- a. All costs and expenses of or associated with retaking possession of The Equipment
  - b. Interest rate of fourteen percent (14%) per annum on any monies owing under The Hire Agreement in accordance with these terms and conditions.
8. a. Notices may be served by prepaid ordinary post to the parties at the respective addresses appearing in The Hire Agreement
- b. The certificate of The Secretary of Tara Forklift Services Pty Ltd shall be conclusive (absent manifest error) of any amounts due owing or recoverable under this Hire Agreement
- c. Expressions used in these terms and conditions shall have the respective meanings attributed to them
- d. This Hire Agreement shall be governed by the laws of New South Wales.
9. The Hirer guarantees to Tara Forklift Services Pty Ltd the due and punctual payment of The Hire Charges and all other sums under this Hire Agreement and the due observance and performance of the terms and conditions of this Hire Agreement. No waiver granting time in respect to any breach or default by The Hirer or forbearance to enforce the terms of The Hire Agreement shall render void discharge of release this guarantee.
10. These terms and conditions are to run concurrent with the Hire Agreement. Any amendments or conditions over and above are to be placed on to the Hire Agreement and signed off.