



HIRE AGREEMENT

Owner: PvK Enterprises Pty Ltd trading as PvK Construction Rentals ABN 59001208064

- 1 Plant and Equipment:
- 2 Hire fee (incl GST):
- 3 Damage waiver fee (incl GST):
- 4 Hire period: From(Date).....(Time) to(Date).....(Time)
- 5 Deliver to:.....
- 6 Pick up from:.....

Conditions of use specific to the equipment:

- ☐ Manuals/risk assessment information issued.....
 - ☐ Training required:.....
 - ☐ Hazardous materials warning:.....
 - ☐ Competency Certificate requirement:.....
 - ☐ Specific conditions of use:.....
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WARNING

This Agreement is subject to the terms and conditions overleaf which must be read by the Hirer before signing.

All equipment is received in good order and condition and I have received detailed instructions on the operation of equipment in the Agreement and understand the safety procedures that are to be followed including the restrictions on other persons using the equipment.

I UNDERSTAND THAT FAILURE TO RETURN THE EQUIPMENT ON OR BEFORE THE FINAL DATE OF THE HIRE PERIOD ABOVE CAN BE CRIMINAL THEFT AND MAY BE IMMEDIATELY REPORTED TO THE POLICE

Signature of authorised person of Hirer.....

AGREEMENT FOR THE HIRE OF PLANT AND EQUIPMENT

Agreement made on the Day of20..... between:

Owner

For and on behalf of: PvK Enterprises Pty Ltd and PvK Construction Rentals

Authorised Person:(printed name)

Signature: Date:

and Hirer

I have read and accept the terms and conditions of hire printed overleaf. In particular I am aware that the hirer is responsible for the safekeeping of the equipment against damage or theft and that the Owners insurance will not cover the hirer, subject to any damage waiver agreement including payment of any Excess.

For and on behalf of:.....(company)

Authorised person:(print name)

Signature: Date:

Phone: Email:

WARNING - FAILURE TO RETURN THE SCHEDULED EQUIPMENT ON OR BEFORE THE FINAL DATE OF THE HIRE PERIOD NOMINATED IN THE AGREEMENT CAN BE CRIMINAL THEFT AND MAY BE IMMEDIATELY REPORTED TO THE POLICE

HIRE AGREEMENT CONDITIONS - PVK CONSTRUCTION RENTALS

Definitions

"Owner" means the proprietor of the plant and equipment listed in the Agreement.

"Hirer" includes an agent of the Hirer and agrees to hire the equipment specified in the Agreement from the Owner upon these terms and conditions.

"Equipment" means any item of plant and equipment listed in the Agreement including accessories.

Terms and Conditions

1 Hire of equipment

- 1.1 The hiring of the equipment will commence from the commencement date specified in the Agreement and continue for the term specified in the Agreement.
- 1.2 The Hirer is entitled to use the equipment for the hire period. Any extension of the period must be agreed to by the Owner.
- 1.3 The Hirer agrees to return the equipment to the address of the Owner on or before the end of the hire period as outlined in the Agreement and that failure to do so can be criminal theft and may be immediately reported to the police.

2 Payment for rental

- 2.1 The Hirer agrees to pay the Owner the hire fee and the damage waiver fee specified in the Agreement for the equipment for the hire period including any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire.
- 2.2 The required fees must be paid to the Owner prior to or on the commencement date of the hire period. Account customers who do not pay their account on the terms agreed will be deemed to be in default. Equipment not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental until return is complete.
- 2.3 The Owner may agree to make equipment delivery and collection arrangements to and from the Hirer's site and the Hirer will pay to the Owner any charges and expenses incurred in such delivery, installation and/or collection. The Owner will use its best endeavours to deliver the equipment by the agreed time but will not be liable to the Hirer for a late delivery, non-delivery or any associated loss or damage due to a late or non-delivery.
- 2.4 A cancellation fee may be charged by the Owner where equipment has been reserved by booking and the Hirer cancels the booking without reasonable notice or fails to take delivery of the equipment.
- 2.5 The Owner may charge the Hirer a fee for accepting payment by credit card.
- 2.6 The Owner reserves the right at any time without notice to revise the hire charges.

3 Damage waiver fee

- 3.1 Upon payment by the Hirer of the damage waiver fee the Owner shall be responsible for the cost of repairs or replacement of the equipment due to damage occurring during the hire period subject to payment by the Hirer of an Excess for damage to or loss of plant and/or equipment being \$xxx.00 per item.
- 3.2 This clause in no way entitles the Hirer to, or implies the availability of, compensation from the Owner for any liability incurred by the Hirer in relation to the use of the hired equipment.
- 3.3 This clause will not continue to operate after the expiration of the hire agreement unless an extension by the Owner is granted in writing and an additional agreed fee is paid.
- 3.4 This clause will not apply to loss or damage which relates to or arises from:
 - 3.4.1 breach of any statutory laws or regulations in connection with the use of the equipment by the Hirer;
 - 3.4.2 misuse, abuse, wilful and/or malicious acts, negligent and/or reckless use and/or overloading of the equipment;
 - 3.4.3 theft, loss or damage by whatever cause to tools and/or accessories supplied with the equipment including but not limited to: hoses, drills, bits, grease guns, electric leads, tyres and tubes;
 - 3.4.4 lack of lubrication or non-adherence to other normal maintenance requirements that could reasonably be expected of the Hirer under the agreement;
 - 3.4.5 disregard for instructions given to the Hirer by the Owner in respect of the proper use of the equipment or in contradiction of the Manufacturer's Instructions if supplied with the equipment at the commencement of hire;
 - 3.4.6 unexplained disappearances of the equipment;
 - 3.4.7 theft of the equipment in circumstances where site security is available including, but not limited to, locked yards, buildings and sheds, where proper security is not used by the Hirer to secure the equipment whilst they are left unattended;
 - 3.4.8 loading or off loading equipment from maritime vessels, transportation of equipment on maritime vessels or the use of equipment on any wharf or bridge or over any body of water.

4 Use, operation and maintenance

- 4.1 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.
- 4.2 The equipment shall not be used by anyone other than the Hirer without the express permission of the Owner.

- 4.3 The Hirer will ensure that all persons operating or erecting the equipment are instructed in its safe and proper use and where required hold a valid Certificate of Competency or are fully licenced to use it.
- 4.4 The Hirer agrees to operate, maintain, store and transport the equipment in a proper manner and where required strictly in accordance with any instruction provided by the owner and with due care and diligence.
- 4.5 The Hirer agrees that the equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by the Owner or posted on the equipment in regard to its operation, maintenance and storage
- 4.6 The Hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the equipment and associated operations.
- 4.7 The Hirer shall ensure the equipment is returned to the Owner clean of all foreign matter or agrees to a reasonable cleaning fee being charged by the Owner.
- 4.8 The reasonable costs of fuel or other consumables provided by the Owner and used by the Hirer are to be paid to the Owner at the completion date.

5 Hirer's warranties

- 5.1 The Hirer warrants that:
 - 5.1.1 the equipment will be used in accordance with the conditions outlined herein;
 - 5.1.2 the particulars in the Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - 5.1.3 the Hirer holds a valid current driver's licence, operating licence or permit valid for the type of equipment hired;
 - 5.1.4 the equipment will not be used for any illegal purpose;
 - 5.1.5 the Hirer's vehicle is suitable for towing the equipment if required;
 - 5.1.6 the Hirer will not, without prior written consent of the Owner, tamper with, repair or modify the equipment in any way, or permit another to do so;
 - 5.1.7 the Hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose.
 - 5.1.8 the Hirer agrees that the equipment has been received by the Hirer clean and in good working order.
 - 5.1.9 the Hirer will not in any way part with possession of the equipment, nor assign this hire contract, nor remove the equipment from the State without the prior approval of the Owner.

6 Indemnity

- 6.1 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.
- 6.2 Without limiting clause 6.1 of this agreement, the Hirer agrees that to the full extent permitted by law, no warranties are given by the Owner in respect of the equipment.
Any liability of the Owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the equipment or the cost of resupplying the equipment, at the discretion of the Owner.

7 Loss, damage or breakdown of plant and equipment

- 7.1 Subject only to the obligations of the Owner following payment of the damage waiver fee by the Hirer in accordance with Clause 3 the Hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred, except for fair wear and tear, during the hire period.
- 7.2 The Hirer is liable for the payment of the new list price of any equipment not returned to the Owner.
- 7.3 If there is a breakdown or failure of the equipment the Hirer shall notify the Owner immediately for the appropriate action to be taken.

8 Termination

- 8.1 Without prejudice to any other remedies the Owner may have against the Hirer and notwithstanding the period of hire specified in the contract, the hire agreement may be terminated by the Owner as follows:
 - 8.1.1 Upon giving the Hirer two days written notice of termination at any time during the period of hire
 - 8.1.2 Without notice if the Hirer has a winding-up petition presented against it, or be wound up, or go into voluntary liquidation, or has a receiver of any of its assets appointed, or it makes an assignment/compromise to the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.
 - 8.1.3 Without notice if the Hirer commits a breach of any part of this hire contract in accordance with Clause 13.5.

9 Insurance

- 9.1 The Owner will maintain current insurance policies in respect of the equipment to its full insurable value. This insurance does not cover the Hirer unless they elect to pay the damage waiver fee described in Clause 3.

10 Liability

- 10.1 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, storage or transport of the equipment.

11 Disclaimer

- 11.1 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.

12 Title to equipment

- 12.1 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 agrees that the Hirer has no rights to pledge the Owner's credit in connection with the equipment.
- 12.2 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, the equipment.

13 Repossession and remedies on default

- 13.1 The Owner may retake possession of the equipment if the Hirer breaches any provision of this agreement or does not pay their account in the time agreed, notwithstanding anything else herein contained.
- 13.2 If repossession takes place, the Owner shall only charge the hire fee up to and including the time of repossession.
- 13.3 All costs incurred by the Owner in repossessing due to a breach are to be paid by the Hirer.
- 13.4 In the case of repossession due to a breach of this agreement the Hirer agrees to grant the Owner permission to enter any premises where the equipment listed in the Agreement is situated to disconnect, decommission and/or remove that equipment.
- 13.5 In addition to the Owner's right to retake possession the Owner is entitled in its discretion, following any breach of any provision of this agreement by the Hirer, to terminate this agreement and/or sue for recovery of any damages or charges or loss suffered by the Owner, and/or to cancel any insurances effective in respect of the equipment hired.

14 Completion of the hire period

- 14.1 The hire period is completed when the equipment has been returned to the Owner in the same condition as when it was hired:
 - 14.1.1 on or by the date and time outlined in the Agreement, or
 - 14.1.2 will be deemed completed on the date agreed for pick-up by the Owner.
- 14.2 Where pick-up is agreed the Owner will arrange to pick-up the equipment within a reasonable period after a request to do so and will issue the Hirer with a pick-up number on request.
- 14.3 The Hirer agrees to maintain the responsibility for the equipment whilst it is awaiting pick-up.

15 Non-merger

- 15.1 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.

16 Severance

- 16.1 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.

17 Governing law

- 17.1 This agreement is governed by the laws of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the Courts of New South Wales.

18 Privacy policy

- 18.1 The Owner will comply with the National Privacy Principles in all dealings with Hirers. Information on our privacy policy is available on request.

19 Disputes

- 19.1 Both the Owner and the Hirer agree that any disputes arising from the hire and use of the equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.

20 Authority of the Hirer

- 20.1 The person signing the Hire Agreement for and on behalf of the Hirer hereby covenants the Owner that he or she has the authority of the Hirer to make the Agreement on the Customer's behalf and is empowered by the Hirer to bind the hirer to the Agreement and hereby indemnifies the Owner against all losses, costs and claims incurred by the Hirer arising out of the person so signing the Agreement not in fact having such power and/or authority.