



Terms Of Hire

HIRE AGREEMENT BETWEEN YOU AND US

1. **OUR COMMITMENT TO YOU** - We agree to hire you the plant and equipment and will:
 - a. Provide the plant and equipment to you in good working order.
 - b. Allow you to exclusively use the plant and equipment during the hire period.
2. **THE HIRE PERIOD** - The hire period commences when, either:
 - a. You take possession of the plant and equipment; OR
 - b. If you request delivery and collection of the plant or equipment, the time we deliver the equipment to the address you provide to us, whichever occurs first. In which delivery and collection fees will also apply.
 - c. The hire period is for an indefinite term and ends when the plant or equipment is back in our custody and possession.
 - d. The weekly hire period does not include use on weekends and public holidays.
 - e. The hire period can only be changed if you request a variation and we agree to that variation in writing.
3. **HOW WE CALCULATE YOUR HIRE CHARGES**
 - a. You will pay us for the hire of the plant or equipment at the hire charge rates set out in the schedule of rates or a rate that is agreed upon in writing prior the hire period.
 - b. The schedule of rates will specify the type of rate which will apply to you and the method of calculation.
 - c. Additional rental charges may apply if the equipment is used for more than 8 hours per day.
 - d. We reserve the right to charge for a minimum period of hire for certain types of plant and equipment, but we will advise you of any minimum hire periods before you commence the hire.
 - e. Except in the circumstances agreed between the hirer and Dreegan, you will be charged for the hire of plant or equipment for the full hire period. For the avoidance of doubt, you will continue to incur hire and other charges after the expected off hire date if you have not returned the plant or equipment to us by the expected off hire date or arranged for us to pick up the plant at our delivery and collection rates.
 - f. If you have requested that we deliver and collect the plant or equipment and we have agreed, hire charges will commence from the time the equipment leaves our premises and continue until the date you notify us that you no longer require the plant or equipment and that the plant or equipment is available for collection. At this time, we will give you verification that your request has been received. On the off hire date, You must notify us that the plant or equipment is available for collection by no later than the time of day at which your hire commenced (e.g. if your hire commenced at 10am, then you must notify us by no later than 10am on the off hire date), otherwise we reserve the right to charge an extra day of hire charges.
4. **OTHER CHARGES** - In addition to hire charges, you agree that you will be required to pay
 - a. For any consumables, fuel or trade materials we supply to you.
 - b. If you require us to deliver, collect or install the equipment, the cost of delivery and/or collection.
 - c. If you do not return the plant or equipment in clean and good working condition, charges for the cleaning and repair of the plant or equipment.
 - d. Any stamp duty or GST arising out of this hire agreement.
 - e. Any other applicable levies, fines, penalties and any other government charges arising out of your use of the plant or equipment.
 - f. Charges for payment made by credit card.
 - g. If you request operational guidance or training on the use of the plant or equipment and our employees are available to provide this, the cost for the provision of these services at rates agreed with us.
5. **PAYMENT**
 - a. You must pay all fees, charges and costs that become due and payable under this hire agreement



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within 30 days of the date of invoice.

6. YOUR OBLIGATIONS TO US

- a. *This Hire Agreement is personal to your organization and so you must not allow nor authorize any other person or entity to use, re-hire or have possession of the plant or equipment at any time, unless expressly agreed by us in writing.*
- b. *You agree that before accepting the plant or equipment, you have satisfied yourself as to the suitability, condition and fitness for purpose of the plant or equipment for the job you intend to use it for. We make no representations and give no guarantee or warranty that the plant or equipment is suitable for your intended purpose.*

7. SAFETY – You or your organization is to ensure your employees, agents and contractors must:

- a. *Operate the plant or equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions.*
- b. *Ensure persons operating or erecting the plant or equipment are suitably trained on its safe and proper use, qualified to use the plant or equipment and where necessary, hold a current License to perform high risk work.*
- c. *Wear suitable clothing and protective equipment when operating the plant and equipment as required or recommended.*
- d. *Ensure that no persons operating the plant and equipment are under the influence of drugs or alcohol.*
- e. *Conduct a job safety analysis prior to using the plant or equipment.*
- f. *Ensure that no persons carry illegal, prohibited or dangerous substances in or on the plant and equipment.*
- g. *Display all safety signs and instructions (as required by law), and ensure that all instructions and signs are observed by operators of the Equipment.*
- h. *Clean, fuel, lubricate and keep the plant and equipment in good condition and in accordance with the manufacturers and our instructions at your own cost.*
- i. *Not in any way alter, modify, tamper with, damage or repair the plant or equipment without our prior written consent.*
- j. *Not deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the plant and equipment.*
- k. *At all times during the hire period, you must store the plant and equipment safely and securely and protected from theft, seizure, loss or damage.*
- l. *Allow us to enter your premises and inspect the plant or equipment from time to time during the hire period. You can also request to conduct a joint inspection of the plant or equipment with us at the end of the hire period.*
- m. *Whenever you are moving the plant or equipment, you must firstly notify us of the new location in writing, ensure the safe loading, securing and transporting of all plant and equipment in accordance with all laws and manufacturer's guidelines. You (or any contractor you engage) must observe any safety directions advised by us and/or the manufacturer of the plant or equipment to ensure its safe loading and handling.*
- n. *You must not move the plant or equipment from the address in which you hired it without our written consent.*
- o. *You must not use the equipment off-shore, in a mine, in an area where friable asbestos is present, or move the plant and equipment over water without our prior written consent, which may be reasonably withheld.*
- p. *You warrant that you will comply with all environmental laws from time to time and immediately, take responsibility for and rectify any breach of an environmental law caused by the use of the plant and equipment.*
- q. *You must use best endeavors to ensure that the plant or equipment is not contaminated with any*



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hazardous substances (including asbestos). You must advise us of any risks of hazardous substance contamination to the plant or equipment as soon as they become apparent. Where plant and equipment may have been subjected to contamination, you must effectively decontaminate the plant and equipment, as well as provide us with written details of decontamination processes applied. If, in our opinion acting reasonably, the plant and equipment has not been properly decontaminated or is not capable of being decontaminated, you will be charged for the decontamination or new replacement cost of the plant and equipment.

8. **OPERATORS** - *If, at your request, we supply an operator to operate the plant or equipment:*
 - a. *The operator will be under your direction and control during the hire period and will comply with your reasonable directions.*
 - b. *We will not (while the Operator is working under your direction and control) seek to direct or supervise any of the work undertaken by operator.*
 - c. *We will not be liable to you for any acts or omissions of the operator where they are acting under your direction and control during the hire period.*
 - d. *You will not allow any other person to operate the plant or equipment without our prior written consent.*
9. **REMEMBER, WE OWN THE EQUIPMENT**
 - a. *You acknowledge that we own the plant and equipment and in all circumstances we retain title to the plant and equipment (even if you go into liquidation or become bankrupt during the hire period). Your rights to use the plant and equipment are as a bailee only.*
 - b. *You are not entitled to offer, sell, assign sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the plant and equipment in any way.*
 - c. *In no circumstances will the plant and equipment be deemed to be a fixture.*
10. **RESPONSIBILITY FOR THE EQUIPMENT**
 - a. *You are responsible for the Equipment for the Hire Period.*
11. **RETURN OF EQUIPMENT**
 - a. *You must return the plant or equipment to us in the same clean condition and good working order it was in when you received it, ordinary fair wear and tear excluded. If you do not properly clean the plant and equipment, we will be forced to charge you a cleaning cost.*
 - b. *Except in the circumstances set out below, it is your responsibility to return the plant or equipment in good working condition to the Dreegan office you hired it from during normal business hours.*
 - c. *If you have requested, and we have agreed, to collect the plant or equipment from you, you must ensure it is kept safe and secure until the time of collection.*
12. **WHAT TO DO IF EQUIPMENT BREAKS DOWN** – *In the event that the plant or equipment breaks down or becomes unsafe to use during the hire Period You must:*
 - a. *Immediately stop using the plant or equipment and notify us.*
 - b. *Take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the equipment.*
 - c. *Take all steps necessary to prevent any further damage to the plant or equipment itself.*
 - d. *Not repair or attempt to repair the plant and equipment without our written consent.*
13. **WHAT TO DO IF EQUIPMENT IS LOST, STOLEN OR DAMAGED** – *If the plant or equipment has broken down or become unsafe to use as a result of your negligence or if the plant or equipment is lost, stolen or damaged beyond fair wear and tear during the hire period, You will be liable for:*
 - a. *Any costs incurred by us to recover and repair or replace the plant and equipment.*
 - b. *The hire charges for that portion of the hire period during which the plant and equipment is being recovered and repaired or replaced*



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- c. *Provided that you pay the costs and charges described above, we will return the plant and equipment to you once it has been repaired or replaced, and you will continue to pay the hire charges for the remainder of the hire period.*

14. RECOVERY OF THE EQUIPMENT

- a. *If you are in breach of the hire agreement or if the hire agreement or a hire period has been terminated we may take all steps necessary (including legal action) to recover the plant and equipment, including entering your premises to do so. Upon receiving written notice from us, you expressly consent to us entering your premises for the purposes of recovering our equipment.*

15. EQUIPMENT THAT IS COLLECTED OR DELIVERED IN A DAMAGED AND / OR DEFECTIVE CONDITION

- a. *If you collect or receive the equipment (whichever is applicable) and find that it is broken, damaged and/or defective, you must notify us within 24 hours after you collect or receive the plant or equipment. If you do not notify us within this time period, we are entitled to assume that the plant and equipment you collected or received was in good order and condition.*

16. LONG DISTANCE MAINTENANCE – *If you hire plant or equipment for use at a long distance location, this clause applies to you.*

- a. *The PMP for all plant and equipment operating in a long distance location will be subject to a per kilometre charge both to and from the premises nominated by you, as specified by us. There will be no charge for the first 50 km either way.*
- b. *Multiple items of plant and equipment you hire from us at the long distance location will only be charged as one call out.*
- c. *For the avoidance of doubt, you remain responsible for daily maintenance and care of all plant and equipment in accordance including but not limited to, daily checking of all fluids (fuel, oil, water, battery levels etc), general tightening of any loose nuts, bolts, belts or fittings and lubrication of all grease points.*
- d. *If the plant or equipment breaks down at a long distance location, you will also pay us the costs associated with any attendance to the long distance location in addition to any other costs payable under this hire agreement.*

17. PRIVACY – *At Dreegan, we take your privacy seriously. We will comply with the national privacy principles in all dealings with you. We may need to collect personal information about you, including but not limited to, your full name and address, drivers license, credit card details, date of birth, credit or business history and other personal information. You consent to us using your personal information in order to:*

- a. *Fulfill functions associated with the hire of plant and equipment to you.*
- b. *Provide services to you.*
- c. *Prevent theft of our plant and equipment.*
- d. *Enter into contracts with you.*

18. FORCE MAJEURE

- a. *Neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of god, war, terrorism, mobilization, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.*
- b. *Nothing will limit or exclude your responsibility and liability under the hire agreement for plant and equipment that is lost, stolen or damaged beyond fair wear and tear during the hire period, or has broken down or become unsafe to use as a result of your conduct or negligence.*



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19. SEVERABILITY

- a. *If any part of this Hire agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.*

20. GOVERNING LAW

- a. *The hire agreement is governed by the laws of the state or territory of Australia where the hire agreement is entered into by the parties and each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.*

21. VARIATION

- a. *From time to time, we may need to vary this hire agreement. If we intend to do so, we will give you 30 days written notice and clearly set out our proposed amendments. If you have reasonable grounds to believe the change will be detrimental to your rights, you may terminate this hire agreement without penalty within 30 days of receiving our written notice. Any other variation of these terms and conditions must be agreed in writing by you and us.*

22. SIGNING THIS HIRE AGREEMENT

- a. *The person signing any document which forms part of the hire agreement for and on behalf of you hereby warrants that he or she has your authority to enter into the hire agreement on your behalf and grant the security interests in connection with it and is empowered to bind you to the hire agreement and each security interest granted in connection with it.*
- b. *The person signing this hire agreement indemnifies us against all losses, costs and claims incurred by us arising out of the person so signing this hire agreement not in fact having such power and/or authority.*

23. CLAIM FOR PAYMENT

- a. *This Hire Agreement is a claim for payment under the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building and Construction Industry Security of Payment Act 2002 (VIC), the Building and Construction Industry Payments Act 2004 (QLD), the Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry (Security of Payment) Act 2009 (ACT), the Building and Construction Industry Security of Payment Act 2009 (TAS), and/or the Construction Contracts (Security of Payments) Act 2009 (NT).*