

Standard Hire Terms & Conditions for Machine let without an operator

These terms and conditions are subject to the Building and Construction Security of Payment Act 1999 and continue in force and effect for the whole of the period the Machine/s is in the possession of or under the control of the Hirer.

Definitions:

In this document the expression:-

- "Compass" means Compass Equipment Hire Pty Ltd A.C.N. 111 967 232, and includes all its successors and assigns;
- "Excess" means any monies payable by Compass to its insurer upon the making of a claim for damages, but not including the premium payable in respect of the insurance policy;
- "Hirer" means and includes in the case of a natural person a reference to legal personal representatives, successors in title and assigns of the Hirer, and, in the case of a corporation, a reference to its successors and assigns of the Hirer and the Hirer's directors, employees, licensees and contractors;
- "Insurer" means the insurer which issues a policy for the Machine/s and which are the subject of this Hire Agreement;
- "Machine/s" means all plant and equipment owned by Compass the subject of this Hire Agreement, including any incidental object or substance supplied by Compass for the purpose of operating such Machine/s;
- "The insurance option" means coverage under a policy of insurance taken out by Compass to cover accidental damage to the Machine/s, but not including damage caused by the Machine/s.

Machine/s:

The machine/s which is/are the subject of the Hire Agreement are:-

.....

<6hrs per day @/hr >6hrs per day @/hr
(minimum hire average 4hr/day)

Term of Agreement

This Agreement shall commence upon Hirer taking possession or control of the Machine/s and shall terminate:-

1. Upon the Hirer returning possession or control of the Machine/s to Compass.
2. Upon Compass taking possession or retaking control of the Machine/s which it shall be entitled to do upon breach by the Hirer of any provision of this Agreement or otherwise on giving the Hirer fourteen (14) days written notice of its intention to do so.
3. Should Compass take possession as provided in clause 2 it shall do so without prejudice to its rights under this Agreement.

Hirer Responsibilities:

The Hirer acknowledges that the Hirer has the following duties and obligations:-

4. To pay the relevant hire fee as set out on the attached Schedule of Fees within 30 days of receipt of an invoice from Compass.
5. To provide competent, suitably qualified and licensed operators for each Machine/s.

6. To undertake all appropriate searches prior to commencing any work with the Machine/s eg Dial Before you Dig and to provide evidence of satisfactory search results if required to do so by Compass.
7. To have in place all necessary approvals prior to commencing any work with the Machine/s eg development approval from the relevant Local Government Authority and to provide evidence of approvals if required to do so by Compass.
8. To have the operator of the Machine/s complete the attached checklist at the commencement of each shift and immediately notify Compass of any fault to any Machine/s before starting the Machine/s.
9. Where Compass has been notified of a fault of a Machine/s, to ensure the Machine/s is not started without the prior authority of Compass.
10. To notify Compass of any and all faults detected during the course of operation of a Machine/s and immediately cease operation of such Machine/s until authorized to continue by Compass.
11. To ensure every operator of a Machine/s are aware of and regularly monitors all warning indicators and take appropriate action where warning indicators appear. Note: Any damage arising from failure to comply with this provision will be deemed not to be a result of "fair wear and tear" and costs associated with repair will be charged to the Hirer's account and payable by the Hirer.
12. Subject to clause 13, to ensure no repairs, alterations or adjustments are undertaken by the Hirer or on the Hirer's behalf to the Machine/s without the prior authority of Compass.
13. To supply and apply as appropriate all fuels, oils and greases required for the operation of the Machine/s at the Hirer's expense.
14. To record and notify Compass of all machine hours for each Machine/s at the end of each month of hire, or upon completion of the hire period if less than 1 month.
15. To make the Machine/s available for servicing at a mutually suitable time or failing agreement as reasonably determined by Compass.
16. To ensure, other than where the Machine/s is damaged so that clause 18 shall apply, to return the Machine/s to Compass in the same state and condition of repair as at the date of this Agreement, fair wear and tear excepted.
17. Where the Hirer takes the insurance option:-
 - a. To be subject to and comply with the terms and conditions contained within Compass' Insurance Policy, a copy of which is available for inspection by the Hirer upon request; and
 - b. To be responsible for payment of any Excess applicable at the time of a claim being made under Compass' Insurance Policy.
18. Where damage occurs to the Machine/s whilst in the possession of or under the control of the Hirer, and whether or not the Hirer has taken the Insurance Option:-
 - a. If a claim is made by Compass against the Insurer arising from such damage, the Hirer shall:-
 - i. provide all reasonably necessary assistance to Compass and its insurer for the purpose of determining such claim, including but not limited to providing statements of evidence and such

- documentary evidence as as the Insurer may reasonably require; and
- ii. where it has not paid the Excess direct to the Insurer, reimburse Compass the amount of the Excess paid by it to the Insurer.
 - b. If the cost of rectifying the damage is less than the amount of the Excess payable by Compass to the Insurer, Compass may in its absolute discretion require the Hirer to pay the cost of such rectification to Compass in lieu of the Excess.
19. Where damage is caused by the Machine/s whilst it is whilst in the possession of or under the control of the Hirer, to provide all reasonably necessary assistance to Compass and to the Insurer for the purpose of determining such claim, including but not limited to providing such statements of evidence and documentary evidence as the Insurer may reasonably require.
 20. Whether or not the Hirer has taken the Insurance Option, to take out its own separate insurance in respect of any injury, loss, damage or liability caused to or in respect of:-
 - a. any third party or person;
 - b. any property or property rights of any third party or person;
 - c. any property or property rights of Compass.

Compass' Responsibilities

21. Compass will:-
 - a. Service the Machine/s; and
 - b. Perform all major maintenance and mechanical repairs resulting from "fair wear and tear" without seeking compensation from the Hirer.
22. Compass will not pay for any repairs to Machine/s carried out by the Hirer or by other parties unless prior written authorisation for those repairs has been provided to the Hirer by Compass.

Indemnity by the Hirer

23. The Hirer shall accept full responsibility for, and indemnifies and releases Compass from all liabilities, losses, costs or damages incurred or suffered directly or indirectly by any person to property or to person however caused, arising out of the use of the Machine/s; and
24. The Hirer shall indemnify and keep Compass indemnified, in respect of any liabilities, losses, costs or damages incurred or suffered directly or indirectly by Compass as a result of a breach by the Hirer of any provision of this deed including but not limited to clauses 6 as to searches and 7 as to approvals.
25. Where the Hirer has not taken out the Insurance Option, the Hirer shall accept full responsibility for, and pay to Compass the cost of repair to damage to the Machine/s or replacement of the Machine/s as the case may be, however caused, whilst in the possession of or under the control of the Hirer.
26. Each of the indemnities referred to in this Agreement shall be a separate and continuing obligation and shall survive termination of the Agreement for any reason.

Insurance Option:

27. The Hirer hereby acknowledges that it:-

Please tick the top 3 boxes or the bottom box.

- ☐ will take the Insurance Option to be covered by the policy taken out by Compass; and
- ☐ understands that the Insurance Option policy only extends to cover accidental damage to the Machine/s, and does not include damage caused by the Machine/s; and
- ☐ has been given the opportunity to read the wording for the policy;
- OR
- ☐ declines to be covered by the policy taken out by Compass.

SIGNED by or on behalf of THE HIRER by:

.....

Print full name

Who by his/her signature certifies he/she has the authority to sign this agreement.

.....

Print full position

The Hirer's signature witnessed by:

.....

Print full name

.....

Signature

Date of Agreement:/...../.....

Accepted for and on behalf of Compass Equipment Hire Pty Ltd

.....

Compass Equipment Hire Pty Ltd Representative

...../...../.....

Date

Account Information:

Company Name.....

Contact Name.....

Billing Address.....

Contact Ph No.....

Email Address (if account to be emailed).....