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RENTAL HIRE AGREEMENT



HIRER'S DETAILS

Trading Name: _____

Entity Name: _____

ABN: _____

Phone: _____ Fax: _____

Contact Name: _____ Order Number: _____

Address: _____

Equipment Location: _____

CHARGE RATE

_____ + GST per day *OR* _____ + GST per week *OR* _____ + GST per month

Credit Card Details _____ Expiry _____

EXTRA COST

Freight to site, each way: _____ + GST

Fuel Cost: _____ Level In _____ Out _____

Insurance Cost: _____ PPSR Cost: _____

HIRE AGREEMENT

Date Out: _____ Date Back: _____

Vehicle Details / Reg No: _____

Nominated Area of Use: _____

Gas Bottle Supplied: ☐ YES ☐ NO Brand: ☐ EI Gas ☐ Kleenheat ☐ BOC

Type Replacement Included: ☐ YES ☐ NO ☐ 1 set per year if needed

Mast Height: _____

Hour Meter Reading: Out _____ In _____ Hours Usage per week _____

THE HIRER WARRANTS THAT THE EQUIPMENT WILL ONLY BE OPERATED BY TRAINED AND COMPETENT FORKLIFT DRIVERS

1. In the event of an accident please inform our office immediately and DO NOT acknowledge LIABILITY.
2. The full terms and conditions of this agreement are printed on the rear and your signing of this agreement is deemed to be acceptance of the conditions on this face and the rear of this agreement.
3. You must return the vehicle at the time agreed, unless extension arrangements are made.
4. Fees will apply for late return.
5. No refunds will be given for early return of vehicle.
6. Seats and seat covers replacement are not covered in hire costs, all seat damage will be charged to client.
7. _____

VEHICLE REPORT OUT STATUS

This vehicle is free of damage except where indicated.

I have read, understood and hereby accept the conditions on the reverse and on this face.

Hirer (Print Name): _____ Hirer Signature: _____

Date: _____ Company: _____

***Please sign hire agreement and fax back to Forkwest on 08 9726 2160**

TERMS AND CONDITION OF HIRE

1. In these terms and conditions each of the words mentioned herein shall have the meaning respectively set opposite the same, namely: Interpretations:
 - 1.1. "FORKWEST" shall mean and include Polbak Unit Trust Trading as FORKWEST its successors or assigns its servants and agents.
 - 1.2. "HIRER" shall mean and include any person, firm or corporation to whom or to which EQUIPMENT as herein defined is hired by FORKWEST.
 - 1.3. "EQUIPMENT" shall mean and include any machine or vehicle with all accessories and other equipment attached thereto or used in connection therewith hired out at any time to a HIRER.
 - 1.4. "INDEMNITY" shall mean a full and complete indemnity from and against any liability arising from the HIRER'S use of the EQUIPMENT incurred by FORKWEST.

TERMS OF HIRE:

2. The HIRER agrees to Hire the EQUIPMENT listed in the contract upon the following terms:
 - 2.1. The hire rate and the term of the hire is as set out on the contract hereof:
 - (a) Hourly Hire: The minimum charge for any hire is payable by the hour rounded off to the nearest hour from the time the equipment leaves Forkwest premises. If any EQUIPMENT is held for longer than a full day (deemed as from 8am to 5pm), an additional charge per hour rounded to the nearest hour will be charged.
 - (b) Weekly Hire: The minimum charge for weekly hire of the EQUIPMENT is to be based on hire of the EQUIPMENT for not more than 40 hours in any one week unless stated differently.. An additional charge, equal to one-fortieth of the said weekly hire charge shall be made for each hour or part of an hour the EQUIPMENT is so used in excess of the 40 hours for the said week. If the EQUIPMENT is hired with an operator a further additional penalty surcharge shall be payable.
 - (c) Where a FORKWEST operator is also supplied hire charges are based on a normal eight (8) hour day between the hours of 8 am and 5 pm Monday to Friday. A penalty surcharge shall be payable for work outside or in excess of these hours or on weekends.
3. In addition to the payment for hire, if FORKWEST are to deliver the EQUIPMENT to the Hirer, a further charge will be made to cover the cost of the delivery of the EQUIPMENT from and to the FORKWEST depot. The additional charge is as per the amount stated in the front of the contract.
4. The HIRER shall pay all charges due immediately upon receipt of the invoice from FORKWEST unless a prior written agreement has been made between the parties. FORKWEST will have the right to terminate the contract if the HIRER does not pay all charges as and when they fall due.
5. The liability of the HIRER for the hire charges payable hereunder at the rate specified on the front herein shall commence:
 - 5.1. when the HIRER takes possession of the EQUIPMENT at any depot of FORKWEST and the HIRER leaves the FORKWEST depot OR
 - 5.2. Where FORKWEST has been instructed to deliver the EQUIPMENT to a place nominated by the HIRER, the hire charges arise when the EQUIPMENT leaves FORKWEST'S depot for the purpose of delivering the same to the place nominated by the HIRER.
6. Any late payment of FORKWEST'S invoice by the due date shall incur an interest charge payable by the HIRER to FORKWEST at a rate equivalent to the Commonwealth Bank's normal overdraft rate for sums exceeding \$100,000.00.
 - 6.1. Agreed rates are subject to CPI-Adjustments on annual basis unless stated.

INSURANCE:

7. The HIRER is responsible for loss of or damage to the EQUIPMENT whilst it is on hire, fair wear and tear only accepted.
8. The HIRER remains on risks for any damage to the EQUIPMENT from the time the EQUIPMENT leaves the premises of FORKWEST until the EQUIPMENT is returned to FORKWEST premises and handed to an authorised personnel of FORKWEST.
9. The HIRER is responsible to comprehensively insure the EQUIPMENT during the period of hire of the EQUIPMENT and in this regard The HIRER must effect insurance and maintain any such insurance with an insurer approved by Forkwest in the names of FORKWEST and the HIRER for their respective rights and interests whilst the EQUIPMENT is the possession of the HIRER as follows:
 - (a) The EQUIPMENT for the full insurable value against such risk as Forkwest may nominate or, in the absence of such nomination, against loss or damage by fire, theft, accident and such other risks as are insured against by prudent persons engaged in a similar business to that of the HIRER excluding liability for claims being the subject of compulsory third party bodily injury insurance on vehicles registered by the HIRER;
 - (b) A policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the HIRER in respect of damage or loss caused by the use, maintenance, repair or storage of the EQUIPMENT; and
 - (c) Public risk liability and product defect liability, for an amount of \$10 million per occurrence and unlimited as to the number of occurrences any other such insurance in support of the indemnities contained in this Agreement, and must in respect of any such policy of insurance, deliver to Forkwest a copy of the policy and promptly pay all premiums and stamp duty payable in respect of the policy.
10. The HIRER shall be responsible for damage to the EQUIPMENT if it is used to lift any load which is beyond its rated lifting capacity.
11. The HIRER shall indemnify FORKWEST and the employees of FORKWEST from and against all claims which may be made against either of them for all damages arising from any losses, damage, death or injury caused by the Hirer arising from the use of the EQUIPMENT whilst the EQUIPMENT is on hire to, or in the custody of the HIRER, his agent, or any other person acting on behalf of the HIRER.
 - 11.1. The HIRER will be responsible for any excess payable which is \$1,000.

COVENANTS BY THE HIRER:

12. During the period of hire the HIRER shall observe and comply with the provisions of all Statutes Acts and Ordinances and Regulations applicable in relation to the work on which the EQUIPMENT shall be used. The Hirer shall exercise due diligence in using the EQUIPMENT and shall indemnify FORKWEST from and against all claims for damages or otherwise whenever the EQUIPMENT is used in breach thereof.
13. While the EQUIPMENT is in the possession of the HIRER, the HIRER shall be responsible for daily checks and topping up of all oils, coolants, tyre pressure, etc., to ensure safe operation of EQUIPMENT.
14. If the hire charges quoted by FORKWEST excludes maintenance charges then during the period of hire the HIRER at its own expense shall carry out all running repairs, and regular servicing so as to keep the EQUIPMENT at all times in good working order.
15. If the hire charges quoted by FORKWEST include maintenance charges then such repairs will be the responsibility of FORKWEST SUBJECT to the HIRER complying with the rest of the terms herein. In the event that the HIRER has breached any of the terms herein, it shall be the discretion of FORKWEST whether to bear the repair cost for the EQUIPMENT.
16. If the EQUIPMENT suffers major breakdown rendering the EQUIPMENT unfit for use while in the possession of the HIRER due to fair wear and tear, the HIRER shall immediately notify FORKWEST of such breakdown.
17. The HIRER shall take no action to effect repairs in relation to such breakdown until written approval has been given by FORKWEST for the carrying out of the necessary repairs. FORKWEST shall not be liable to reimburse the HIRER for any unauthorised repairs.
18. If FORKWEST has quoted hire charges EXCLUDING maintenance charges then cost incurred to effect such repairs taken by the HIRER to effect the repairs shall be the responsibility of the HIRER.
19. At the expiration of the period of hire or if sooner terminated by FORKWEST shall return the EQUIPMENT to FORKWEST's usual place of business.
20. In the event that the HIRER fails forthwith to return the EQUIPMENT to FORKWEST whenever it is bound hereunder to do so FORKWEST in their absolute discretion may:
 - 20.1. Take all steps to repossess the EQUIPMENT and for that purpose the HIRER AUTHORISES FORKWEST to enter the premises where the EQUIPMENT is housed and if necessary to use force for that purpose without-in any way being responsible to the HIRER as the owner occupier thereof or to any person or to any other company or companies as the owner or joint owners for any damage caused thereof as the case may be.
 - 20.2. FORKWEST shall not be responsible for any reasonable damage caused as a result of exercising their rights pursuant to clause 21 hereof.
 - 20.3. In addition to any hire charges which might be due hereunder at the time FORKWEST repossesses the EQUIPMENT, the HIRER shall also pay FORKWEST all such reasonable cost and expenses as are incurred by FORKWEST in repossessing the EQUIPMENT including the costs of transporting such EQUIPMENT from the premises where the same was housed at the time of the repossession.
21. In the event that the EQUIPMENT or a part or parts thereof is damaged, lost or destroyed while the EQUIPMENT is in the possession of the HIRER, the following provisions shall apply:
 - 21.1. The HIRER shall forthwith give FORKWEST notice in writing thereof to be served in a manner hereinafter provided with full details of such loss or destruction.
 - 21.2. In the event of loss or damage to the EQUIPMENT the HIRER shall be liable to pay FORKWEST compensation for the loss or damage caused to the EQUIPMENT or such as part or parts thereof that is lost or damaged as the case may be. The damages payable will be an amount equal to the replacement value of the EQUIPMENT or of a like part or like parts thereof as the case may be together with the associated labour costs incurred by FORKWEST.
 - 21.3. Upon receiving notice of the damage or loss to the EQUIPMENT, FORKWEST shall notify the HIRER of the amount of compensation payable by the HIRER to FORKWEST.
 - 21.4. The HIRER shall pay FORKWEST the amount claimed forthwith and until the HIRER has paid FORKWEST the amount claimed, the HIRER shall continue to be liable for the hire charges at the same rate specified in the contract.
22. The vehicle must be returned with an amount of fuel equal to that at the time of the commencement of the rental. If the vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted on page 1.
23. Tyres and hydraulic hose - the hirer will be responsible for all matters relating to tyres and hydraulic hoses. This includes punctures, flat tyres, wear, careless damage and will be the responsibility of the hirer. If on return tyres and hoses are deemed to be damaged or excess wear and tear of normal use, the customer will be charged excess wear and tear.
24. Persons who must not drive the EQUIPMENT:
 - 24.1. A person who is not licensed for that class of EQUIPMENT.
 - 24.2. A person whose blood alcohol concentration exceeds the lawful percentage.
 - 24.3. A person whose driver's license has been cancelled, endorsed or suspended within the last three years.
 - 24.4. The EQUIPMENT must not be used in contravention of any legislation or regulation controlling vehicular traffic or any &gal purposes.
 - 24.5. A cleaning fee will apply to any equipment that is returned in an unreasonable condition.
25. The Company may take possession of the EQUIPMENT without prior demand and at your expense, if it is illegally parked, used in violation of the law or of this agreement or if it is apparently abandoned. Note: The company must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of the agreement in advance of the return date and time or the vehicle will be immediately reported stolen.

FORKWEST'S RIGHTS:

26. FORKWEST shall have the right to determine the type of operation on or which the EQUIPMENT may reasonably be employed and the suitability of the EQUIPMENT for the work to be done.
27. FORKWEST shall be entitled to terminate the hire of the EQUIPMENT at any time in the event of a default in the agreement herein by the HIRER.
28. The HIRER shall not be entitled to damages or compensation from FORKWEST for any loss suffered by reason of late delivery or breakdown of the EQUIPMENT or if FORKWEST should terminate the hiring.
29. FORKWEST gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the EQUIPMENT and its merchantability or fitness for any particular purpose.
30. UNLESS FORMALLY evidenced in writing and signed by FORKWEST, the terms of this hire agreement shall not be varied.
31. No right of FORKWEST under this agreement may be waived except in writing by an officer of the company.

PERSONAL PROPERTY SECURITIES ACT 2009 (C' TH) ("PPSA"):

32. The following terms and conditions are hereby included in this Contract by reason of the operation of the PPS Law.
33. The Hirer acknowledges that this contract creates or may create a Security Interest in all Goods supplied hereunder or subsequently in the future by Forkwest to the Hirer and the Hirer agrees that if this Contract creates such an interest or if Forkwest determines that the PPS Law applies, or will at a future date apply to any transaction(s) that arises between Forkwest and the Hirer pursuant to this Contract then the Hirer will do anything required or advisable (including obtaining consents, providing all information, making amendments to deeds or executing a new document) for the purposes of:
 - 33.1. ensuring that any Security Interest created under or provided by this Contract:
 - (a) attaches to the Collateral that is intended to be covered by that Security Interest;
 - (b) is enforceable, perfected, maintained and otherwise effective; and
 - (c) any Security Interest created under or provided for by this Agreement has the priority contemplated by this Agreement.
 - 33.2. enabling Forkwest to prepare and register a Financing Statement or a Financing Change Statement; or
 - 33.3. enabling Forkwest to exercise any of its powers in connection with any Security Interest created under or provided for by this Agreement; and
 - 33.4. providing any information requested by Forkwest in connection with this Contract and necessary or advisable to enable it to exercise any of its powers or perform any of its obligations under the PPS Law.
34. The Hirer further waives its right to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created by this Agreement and hereby agrees to pay Forkwest's costs of any discharge or necessary amendment of any Financing Statement or Financing Change Statement.
35. The Hirer further covenants not to do anything to adversely affect any of Forkwest's rights granted by operation of the PPS Law in respect of the security interests it may have in any property pursuant to this Contract.
36. To the maximum extent permitted by law, the Hirer agrees that the following sections of the PPSA will not apply:
 - (a) Section 130;
 - (b) Section 142; and
 - (c) Section 143.
37. To the maximum extent permitted by law, the Hirer waives any rights it may have pursuant to and hereby contracts out of the following sections of the PPSA:
 - (a) Section 95;
 - (b) Section 123;
 - (c) Section 125;
 - (d) Section 129(2);
 - (e) Section 132(3)(d);
 - (f) Section 134(1); and
 - (g) Section 135.
38. Unless otherwise defined in these terms and conditions, the terms and conditions used in this clause have the meanings given to them in the PPSA.
39. Failure to exercise or delay in exercising any right, power or privilege in this Agreement by a party does not operate as a waiver of that right, power or privilege.
40. A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

You are responsible for and by entering into the agreement on page 1 you authorise FORKWEST to debit your credit card for any outstanding charges (and you will pay on demand any balance owing). I have read and understood this page and any other conditions on page 1 and signed it before making any agreement to hire any EQUIPMENT. **I agree to insure the EQUIPMENT for all damage while the EQUIPMENT is in my possession.**