

CONDITIONS OF HIRE

1. DEFINITIONS

- (a) The "Owner" is IN2 Access Services Pty Ltd, (ABN 75 118 281 146)
- (b) The "Hirer" refers to the person, firm or corporation hiring Plant from the owner.
- (c) The "Plant" means all equipment including tools, accessories and parts supplied to the Hirer, except where the conditions relating to DAMAGE COVER state otherwise.

2. TERMS OF PAYMENT

- (a) Hire is charged for the time the Plant is out of Me possession cyf the Owner at the Hirer's request (inclusive of weekends and public holidays), not only the time during which the plant is used.
- (b) Payment in full for all hiring charges and any other amounts payable in accordance with these Conditions of Hire is required 30 days from the date of the invoice. No claims for credit will be recognised after 14 days from the date of the invoice.
- (c) The Owner reserves the right to revise its Schedule of Hire Rates and related charges without notice.
- (d) The Owner may charge interest on all amounts not paid by the Hirer by the due date at the rate per annum equal to 1% plus the commercial overdraft interest rate.

3. HIRE PERIODS

- (a) The daily rate is based upon the Plant being hired for a maximum hire period of 8 hours. If used in excess of 8 hours per day, an additional hiring charge will be applied.
- (b) The weekly rate is based upon the Plant being hired for a maximum of 5 days unless otherwise specified.

4. LATE RETURN

Hiring shall commence from the time the Plant is collected by the hirer from the Owner's premises, until returned to the said premises. In the event the hirer requires the Plant to be delivered, where no authorised person is available to sign for the received Plant, the person requesting the Plant by phone agrees to the Owner's terms and conditions. In the event of the Hirer failing to return the Plant to the Owner's premises until after 8.00 am. on the day following the day of hire, the Hirer will be charged an additional half day hire if the Plant is returned before 12 noon, or additional full days hire if the Plant is returned after 12 noon. Should the Owner agree with the Hirer to deliver and collect the Plant, hire charges shall commence from the time the Plant leaves the Owner's premises until the Owner is notified by the Hirer that the Plant is available for collection, at which time the Owner will give an "OFF-HIRE" number as verification that such notification has been received. The notification shall be given by the Hirer in time for the Plant to be picked up and returned to the Owner's normal business hours on the day of cessation of hire. In the event of insufficient notice being given the Hirer will be held responsible for the safekeeping of the Plant until collected the following day, and may be charged an extra half day hire at and within the Owner's discretion.

5. BREAKDOWN

If the Hirer notifies the Owner immediately of any Plant breakdown, hire will not be charged during the time in which the Plant is not working, unless such condition is due to negligence or misuse on the part of or attributable to the Hirer. Such notification does not absolve the Hirer from its requirement to safeguard the Plant and in the event of a breakdown the Hirer shall not repair or attempt to repair, the Plant without the prior consent of the Owner. If the plant breaks down or becomes unsafe, the Hirer must immediately stop using the Plant and must take all necessary steps to prevent injuries to any persons or damage to any property as a result of the condition of the Plant. The Owner shall not be liable for any expenditure, damages, loss or inconvenience incurred by the Hirer arising out of any breakdown in the Plant whether caused by fair wear and tear, lack of repair or negligence on the part of the Owner or any other reason whatsoever. If any Plant breaks down or is damaged due to the Hirer's negligence or misuse the owner will continue to charge hire charges until the Plant has been repaired or replaced.

6. HIRER'S OBLIGATION

- 6.1 The Hirer shall;
 - (a) Prior to the use of the Plant determine the condition and suitability of the Plant hired for the purpose required.
 - (b) Use the Plant in a skilful and proper manner and only for the purpose and within be capacity for which it was designed, acknowledging that the Owner can give no warranty as to the said capacity,
 - (c) Ensure that the Plant is operated by a suitably certified, trained or licensed operator (whether supplied by the Hirer at its cost or employed and provided by the Owner) who will work entirely in accordance with the instructions of the Hirer or his authorised representative.
 - (d) At its own expense service, clean, fuel, lubricate and maintain the Plant in good and substantial repair and condition, except for prearranged major servicing which will be carried ow by the Owner during normal working hours.
 - (e) Accept full responsibility for all flat and/or damaged tyres.
 - (f) Clean the Plant thoroughly upon completion of the hire or be charged at the absolute discretion of the Owner a cleaning fee at a rate to be nominated by the Owner for any cleaning required to be performed by the Owner or its representatives.
 - (g) Accept full responsibility for the safekeeping and insuring of the Plant, and except as specified hereafter, indemnify the Owner for all loss, theft of or damage to the Plant however caused and without limiting the generality of the forgoing whether or not such loss, theft or damage is attributable to any negligence, failure or omission of the Hirer.
 - (h) Accept full responsibility for, and indemnify the Owner against all claims in respect of any injury to persons, or loss or damage to property, arising out of the delivery, servicing, storage, possession or use of the Plant during the hire period however arising, whether from negligence of the Hirer or Owner or otherwise and limiting the generality of the forgoing whether or not the Plant was being operated by a servant of the Owner or any other person for whose acts the Owner might be or is held to be responsible in connection with the operation of the Plant.
 - (i) Not be entitled to claim any lien over the Plant nor sell, transfer, mortgage, charge or encumber in any way the Plant, without the Owner's prior written consent, part with possession of the Plant nor assign the benefit of the hire agreement.
 - (j) Not be entitled to remove the Plant or allow it to be removed from the State from which it was hired without the owner's written permission.
 - (k) Not alter, make any addition to, deface, or erase any identifying mark, plate or number on or in the Plant, or in any other manner interfere, with the Plant.
 - (l) Pay the Owner all hire and related charges and other costs as stipulated in accordance with the Owner's Payment Terms.
 - (m) Accept responsibility and fully reimburse the Owner for the cost of freight and other charges to retrieve Plant for any reason.
 - (n) Ensure that all safety information supplied with the Plant will be conveyed to any person using the Plant.
 - (o) Attach to the Plant and maintain any safety signs suppliedwith the Plant and bring them to the attention of any person using the Plant, and ensure that they are clearly legible by the operator of the Plant.
 - (p) Ensure that all safety and operating instructions and notices are observed and are not defaced or removed from the Plant; and
 - (q) Ensure that all operators of the Plant wear suitable clothing and any protective equipment required or recommended by the manufacturer's safely and operating instructions, or as recommended by the Owner.
 - (r) The Hirer shall promptly pay all fines, penalties and other charges arising out of the use of the equipment and reimburse the owner if the Owner has made such payment.
 - (s) The Hirer must return all equipment, where applicable, with a full tank of fuel or pay the owner the cost of filling the tank.
- 6.2 The Owner may inspect the Plant from time to time during the hire period and the Hirer shall permit or procure admission for representatives of the Owner to the premises upon which the Plant is situated for that purpose.

7. TERMINATION OF HIRE

- 7.1 Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this hire agreement,
 - (a) At anytime by giving to the Hirer 24 hours notice of its intention to so terminate, such termination to be effective as of the expiry of 24 hours; and
 - (b) Without notice, if the Hirer shall commit any breach of the hire agreement, or do or permit to be done any act or thing whereby the owner's rights in or to the Plant may be prejudiced, or have a winding up petition presented against it or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under official management or if it ceases to carry on business.
- 7.2 Upon termination of this hire agreement the owner shall be entitled to take possession of the Plant and for this purpose the Hirer irrevocably appoints the Owner as its agent and authorises the Owner to enter on any land or premises owned by or under the control of the Hirer upon which the Plant is then situated and agrees to indemnify the Owner in respect of any claims, damages and expenses arising out of any action taken under this condition.

8. DAMAGE WAIVER

- 8.1 The Hirer is responsible for theft, loss or damage to Plant and/or its attached tools and accessories whilst on hire and the costs of replacement or repairs to such will be charged to the Hirer. Where DAMAGE WAIVER charges have been charged to the Hirer, the Owner agrees upon prompt submission of a written Police Report, to waive its right to claim for damage to the Plant caused by fire, storm, collision, accident, providing adequate precautions have been taken to safeguard the Plant and the damage was not incurred due to negligence by the Hirer. Such waiving of rights is subject to payment by the Hirer of an excess of:
 - (a) in the event of damage to the Plant \$1,000.00 per item or 20% of the cost of repairs to the Plant (whichever is the greater).
- 8.2 Expressly excluded from the above DAMAGE WAIVER are defined below:
 - (a) Theft of the Plant;
 - (b) Damage due to misuse, abuse or overloading of the Plant;
 - (c) Mysterious disappearance or wrongful conversion of the Plant;
 - (d) Damage in contravention of the conditions of this hire agreement;
 - (e) Damage from use in violation of any statutory laws and regulations;
 - (f) Damage of tools, accessories, grease guns, hoses and similar, electrical cords, welding cable, oxy and acetylene bottles, pneumatic tools, steels and other similar accesseries.
 - (g) Damage caused to tyres and tubes by blowouts, bruises, cuts or other causes inherent in the use of the Plant;
 - (h) Glass breakage;
 - (i) Damage relating to lubrication or other normal servicing of the Plant;
 - (j) Damage to the Plant whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
 - (k) Damage to motors or other electrical appliances or devises caused by overloading of artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines;
 - (l) Damage caused by the exposure to any corrosive substances e.g. caustic, cyanide, saltwater, acid, paints, epoxy, solvents, etc.
 - (m) Damage during transport, except where transported by the Owner;
 - (n) Damage to items on which DAMAGE WAIVER is not charged;
 - (o) Damage caused by the negligence of the Hirer; and
 - (p) Damage to any aluminium scaffold, planks or ladders.
- 8.3 Damage waiver does not apply to tip trucks.
- 8.4 Damage waiver is compulsory for temporary accounts; and
 - (a) Damage waiver is optional for 30 day account customers.

9. EXCLUSION OF CONDITIONS AND WARRANTIES

Certain conditions and warranties may be implied into the hire agreement by the Trade Practices Act and State legislation and these conditions are to be read subject to legislation but no other conditions or warranties shall be implied in these conditions of hire.

10. EXCLUSION OF LIABILITY

The Owner and the Hirer agree that in the event of the Hirer suffering any damage or claim howsoever arising as a result of hiring the Plant, including without limitation in respect of delay or inconvenience arising out of any breakdown, failure or defect in the Plant, the liability of the Owner is limited to the repair or replacement of the Plant and is not to include economic or consequential damages of any nature whatsoever

11. MISCELLANEOUS

- (a) The person signing the document for and on behalf of the Hirer hereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person so signing this agreement not in fact having such power and/or authority.
- (b) Termination of the hire period shall not affect any of the conditions that are expressed or implied to operate or have effect after termination; and
- (c) Time is to be of the essence of all obligations or the Hirer in these conditions.