

## **EVENT POWER and LIGHT STANDARD CONDITIONS OF HIRE**

### **In these conditions:**

"The Owner" means Southern Equipment Contracting Services Pty Ltd. trading as Event Power and Light.

"The Hirer" (Customer) means the person, firm or corporation to whom the Equipment is hired by Event Power and Light and includes any contractor, servant, agent or other person claiming through, under or in trust for any such person, firm or corporation.

"The Equipment" means any machine hired by Event Power and Light to the Hirer and includes all tools, accessories, parts, items of equipment and devices affixed thereto or supplied therewith.

The Hirer acknowledges that in all circumstances the Owner retains title to the Equipment (even if the Hirer goes into liquidation or becomes bankrupt during the Hire Period) and in no circumstances will it be deemed a fixture. The rights of the Customer to use the Equipment are as a bailee only.

One day's hire means the hire of the Equipment between the hours of 7:00am and 5:00pm for any part thereof in any day.

### **1. Hire Charges & Hire Period**

- (a) Daily Hire rates are based upon an eight (8) hour day, a strict 7-day week.
- (b) Weekly Hire rates are based on an eight [8] hour day, a strict 5-day week, without stand-downs.
- (c) Where the Hirer uses the Equipment for more than eight (8) hours in any day, a 50% charge being for a second consecutive shift will be applied.
- (d) The Hirer quotes hire rates on the basis of collection and return of the Equipment to the Owner.
- (e) The Hirer agrees to return the equipment to the address of the owner at or before the end of the hire period as outlined in the Hire Contract and that failure to do so may be deemed as criminal theft and may be immediately reported to the Police.
- (f) Delivery and collection charges will be made where the Owner agrees to deliver or collect the Equipment.
- (g) Cleaning charges will be made where the Equipment is returned to the Owner's premises in an unreasonably dirty condition.
- (h) Painting and decal charges will apply to Equipment returned in a lesser condition than supplied.
- (i) The cost of re-fueling Equipment will be charged at a fair rate deemed by the Owner.
- (j) GST will be applied to all rates quoted.
- (k) Credit Card Payment: the Hirer acknowledges that the Owner may impose a charge for accepting payment by credit card.

### **2. Period of Hire**

- (a) The minimum period of hire shall be one (1) day's hire.
  - (b) The period of hire shall commence upon collection of the Equipment from the Owner's premises and expires upon return of the Equipment to the Owner's premises.
  - (c) Where the Hirer has paid the Owner delivery or collection charges and the Owner has agreed to deliver or collect the Equipment the period of hire shall commence at the time the Equipment leaves the Owner's premises and shall expire at the time when the Hirer notifies the Owner that the Equipment is available for collection PROVIDED THAT the Hirer shall have given to the Owner sufficient notice to enable the collection and return of the Equipment to the Owner's premises before 8:00am on the next day following the last day of the hire. Equipment is to be accessible upon collection. Equipment not accessible and presented at the delivery point will incur a charge for a waiting fee based on transport charge-out rate.
  - (d) Where the Hirer fails to return the Equipment to the Owner's premises before 8:00am on the next day following the last day of hire, or in the opinion of the Owner, gives the Owner insufficient notice to enable it to collect and return the Equipment before that time, the Hirer shall be charged and shall pay to the Owner charges for a further one (1) day's hire.
  - (e) The hire period will not be subject to stand down for any reason unless agreed in writing prior to the Equipment being supplied.
  - (f) In the event that Equipment is stood down or off-hired due to inclement weather or industrial action, the Equipment shall be made available for pick up and will be charged until picked up.
  - (g) The Hirer is not entitled to any discount or rebate if the Equipment is not used by the Hirer for the entire hire.
  - (h) Notwithstanding any particular period of hire nor any waiver by the Owner or any default under the Contract, the Owner may terminate this Contract and repossess the equipment in any of the following events:
    - If the Hirer fails to pay any hiring charge within 2 days of the due date;
    - The Hirer does or permits to be done, any act or thing whereby the Owner's rights in respect of the equipment may be prejudiced;
    - The Hirer commits any breach of this contract: or the
    - The Hirer becomes insolvent or bankrupt or makes arrangement or composition with its creditors or, in case of a company, an order is made or a resolution is passed for the winding up of that company.
- Repossession of the equipment by or on behalf of the Owner shall be without prejudice to any rights of the Owner to receive from the Hirer any monies due under this contract or any damages for any breach of this contract.

### **3. Risk**

The Equipment shall at all times during the period of hire remain at the risk of the Hirer AND without limiting the generality of the foregoing.

- (a) The Hirer shall use or cause the Equipment to be used in a lawful, skilful and proper manner by suitably trained, licensed and/or qualified persons and for the purposes and within the capacity for which it was designed.
- (b) The Hirer shall ensure that any person using the Equipment shall comply with all statutes, regulations and by-laws appertaining hereto.
- (c) The Hirer shall at his expense, supply all fuels and lubricants and maintain the Equipment in good order and repair, fair wear and tear excepted.
- (d) The Hirer shall indemnify the Owner against any loss of or damage to the Equipment howsoever occasioned and all claims in respect of any injury to persons or damage to property howsoever caused and arising out of the Hirer's use of the Equipment.
- (e) The Hirer shall ensure that operators are trained and certified in the safe inspection and operation of the Equipment.

### **4. Disputes**

- (a) In the event of dispute any claim must be made in writing within seven (7) days of the date of invoice.
- (b) The Hirer agrees to pay all legal costs.

### **5. Preservation of Property**

- (a) The Hirer shall not, without the Owner's prior written consent, part with possession of the Equipment from the State of South Australia.
- (b) The Hirer shall not alter, make any additions to, deface, erase any identifying mark or number, on or in any other manner that shall interfere with the Equipment.

### **6. No Assignment**

This Contract, any obligation or benefit under it, may not be assigned by the Hirer without written consent of the Owner.

## 7. Acknowledgements

Except to any extent prohibited by any act, statute or regulation pursuant thereto:

- (a) The Owner does not make or give any representation, warranty or covenant as to the quality of the Equipment or its fitness for any purpose and is hereby expressly excluded.
- (a) The Owner shall not be liable to the Hirer for any loss or damage howsoever occasioned and arising from any defect in breakdown malfunction failure of performance, late delivery or non-delivery of the Equipment.

## 8. Terms and Conditions of Agreement and Equipment Rental

- (a) The terms and conditions of this agreement are entered in to when the Hirer and/or a representative of the Hirer operates Equipment, orders Equipment and/or opens a trading account with the Owner.
- (b) **The Owner's payment terms are 30 days from date of invoice to approved clients and/or cash on delivery as determined.**

## 9. Terminations

Without prejudice to any remedies available to the Owner and notwithstanding any period of hire specified overleaf the Owner might terminate this contract of hire:

- (a) At any time giving to the Hirer two (2) hours written notice of its intention so to terminate.
- (b) Without notice if the Hirer shall commit any breach of this contract, or hire, or having a winding-up petition presented against it, or be wound up, or go into voluntary liquidation, or commit any 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. Upon termination of this Contract of hire as aforesaid, the Owner shall be entitled to take possession of the Equipment and for this purpose the Hirer irrevocably appoints the Owner its agents and authorises the Owner to enter any land or premises owned by or under the control of the Hirer upon which the Equipment is then situated.

## 10. Insurance & Levy

Damage Waiver will be automatically charged in addition to the Owner's hire charge. The Hirer is not required to pay Damage Waiver if it produces to the Owner a Certificate of Currency for an appropriate policy of Insurance that covers loss or damage to the equipment arising from the hire for an amount not less than full new Replacement cost of the equipment.

The Owner does not cover accidental damage and shall not cover or include the following:

- (a) Damage caused by negligence or abuse on the part of the Hirer.
- (b) Damage caused by the use of the Equipment for any purpose or in any capacity for which it was not designed.
- (c) Damage caused by use of the Equipment during any time when it has a mechanical or electrical fault.
- (d) Damage caused by failure by the Hirer to adequately maintain the Equipment.
- (e) Damage during transport unless transported by the Owner or their contracted transport company.
- (f) Damage caused by an illegal act.
- (g) Damage to tyres or tubes.
- (h) Damage or loss by any cause of any tools, accessories, parts, items of equipment and devices affixed to the Equipment or supplied therewith.
- (i) Damage or loss howsoever arising from the breakdown of the Equipment.
- (j) Damage or loss where the Equipment is operated or being transported over water. In addition, where damage or loss occurs to Hire Equipment, the client will be liable for costs.
- (k) Damage or contamination to the aesthetic appearance of the Equipment.
- (l) Fire damage, vandalism and theft, Equipment to be secured at all times when not in use.

## 11. Equipment Supply

Where the Owner shall supply the Equipment it shall be subject to the above and following conditions:

- (a) That it is acknowledged by the Hirer that the Owner is not a Common Carrier and does not accept the obligations or liabilities of common carriers in respect of the hire of Equipment and nor shall any such obligations or liabilities be implied herein.
- (b) The Hirer shall indemnify the Owner:
  - (i) From all claims against the Owner in respect of any loss, damage, death or injury to any person or property caused by or arising out of the operation of the Equipment during the period of hire.
  - (ii) For any loss or damage occasioned to the Equipment during the period of Hire PROVIDED that the Hirer shall not be required to indemnify the Owner where such loss, damage, liability of claim shall be proved by the Hirer to have been caused by negligent operation of the Equipment.

## 12. Right of refusal to Hire.

The Owner is in no way obliged to hire any equipment to a potential hirer and may refuse to hire equipment to a potential hirer at its absolute discretion.

## 13. Fines and Government Charges

The Hirer will promptly pay all fines, tolls, penalties and other statutory Government charges arising out of the use of any equipment by the Hirer during the Hire Period. If the Owner pays any such charges the Hirer must reimburse the Owner within 7 days of receiving notification of the charges from the Owner.

## 14. No Reliance

The Customer acknowledges that the Company (nor any person acting on the Company's behalf) has not made any representation or other inducements to it to enter into a Hire Contract and that it has not entered into a contract in reliance on any representations or inducements (including in relation to the Equipment) except for those representations or inducements contained herein.