



# Capital Equipment Hire Rental Agreement

## TERMS AND CONDITIONS OF AGREEMENT

1. This hire agreement shall begin on the Commencement Date and shall terminate on the earlier of
  - a. The expiry date
  - b. That date upon which the hirer
    - i. Commits any breach of this Hire Agreement
    - ii. Commits or suffers any set of bankruptcy
    - iii. (being a company) goes into liquidation or has a receiver appointed
    - iv. has execution or distress levied against them or their goods
2. The Hirer agrees to pay Capital Equipment Hire Pty Ltd
  - a. The Hire Charges in the amounts shown and the time and place specified in the schedule
  - b. All stamp duty and other duties and taxes that may now or hereinafter be incurred in respect of hiring of equipment
  - c. All transportation charges reasonably incurred in making the equipment available to The Hirer
  - d. To cost of any non-standard cleaning accessories requested by The Hirer
  - e. A dishonour fee for failed direct debit transactions to Capital Equipment Hire Pty Ltd.
3. On each anniversary of the commencement date the hirer charges shall be increased in proportion to the percentage increase for the same period in The Consumer Price Index (CPI) (Or Groups Sydney) or such other index as may then have superseded that index.
4. The Hirer agrees
  - a. To accept full responsibility for the safekeeping of The Plant and shall indemnify Capital Equipment Hire Pty Ltd for all loss of, or damage to the plant however caused.
  - b. To accept full responsibility for and indemnify Capital Equipment Hire Pty Ltd against all claims in respect of any injury to persons or damage to property however caused, arising out of the use of the Plant during the hire period.
  - c. To be responsible for loss or damage to The Plant from any cause whatsoever apart from fair wear and tear unless The Hirer agrees, at the time of hire, to take out the insurance option and pays the appropriate fee. Should The Hirer take the insurance option as described herein then The Hirer shall be subject to the terms and conditions of Capital Equipment Hire Pty Ltd policy, a copy of which is available for inspection on request. In the event of a claim being made under this insurance The Hirer is responsible for the payment of the policy excess applicable at the time. Hire charges will continue until the plant is repaired to Capital Equipment Hire Pty Ltd satisfaction or the claim is settled in some other way.
  - d. To notify Capital Equipment Hire Pty Ltd of any machine faults within 1 hour of delivery or pick-up.
  - e. Unless otherwise specified that the Hire Charges shall include service and maintenance costs including all mechanical and electrical components plus one set of tyres per year. The Hire Charges do not cover consumable items replacement. Consumable items include, but are not limited to such items as oils, lubricants, filters, brooms, brushes, water control rubbers and dust control skirts.
  - f. To charge and to top up with distilled water all batteries being part of the equipment and to keep a daily log thereof.
  - g. To empty/rinse all waste from The Plant's recovery tanks and/or hopper to avoid any additional disposal and/or cleaning fees.
  - h. To use in connection with the equipment only the best procurable fuels and lubricants of a type and in accordance with the manufacturers recommendations
  - i. Not to relocate the equipment without the permission of Capital Equipment Hire Pty Ltd.
  - j. Not to attempt repair of The Plant and will instead contact Capital Equipment Hire Pty Ltd to organise repair.
  - k. Not to do or omit to do any act or thing likely to endanger the safety or condition of the equipment . To comply with all relevant acts and regulations and by-laws relating to the equipment and its uses. To maintain a log book recording the days and the hours during which the equipment is used and make such log book available for



Hire Pty Ltd or The Hirer the same shall be determined or Capital Equipment Hire Pty Ltd repossesses the same pursuant to its rights hereunder, as the case may be.

- e. If the hirer does not promptly return The Equipment Capital Equipment Hire Pty Ltd shall have the right to enter any premises on which it reasonable suspects the Equipment to be located and to retake possession of The Equipment
  - f. If The Equipment in part or in whole is lost or destroyed The Hirer shall pay Capital Equipment Hire Pty Ltd compensation for The Equipment or parts thereof to the then current value as new or like equipment or part thereof as the case may be.
  - g. We also reserve the right to terminate this Hire Agreement and demand the return of the Equipment at The Hirer's cost in the circumstance of non-payment of charges and engage a debt collector to assist in the recovery of outstanding owings. The Hirer will also be liable to pay any costs incurred by using a debt collector.
8. In addition to the amounts previously referred to Capital Equipment Hire Pty Ltd shall be entitled to charge The Hirer to pay
- a. All costs and expenses of or associated with retaking possession of The Equipment
  - b. Interest rate of fourteen percent (14%) per annum on any monies owing under The Hire Agreement in accordance with these terms and conditions.
  - c. The certificate of The Secretary of Capital Equipment Hire Pty Ltd shall be conclusive (absent manifest error) of any amounts due owing or recoverable under this Hire Agreement
  - d. Expressions used in these terms and conditions shall have the respective meanings attributed to them
9. This Hire Agreement shall be governed by the laws of New South Wales.
10. The Hirer guarantees to Capital Equipment Hire Pty Ltd the due and punctual payment of The Hire Charges and all other sums under this Hire Agreement and the due observance and performance of the terms and conditions of this Hire Agreement. No waiver granting time in respect to any breach or default by The Hirer or forbearance to enforce the terms of The Hire Agreement shall render void discharge of release this guarantee.

**ACCEPTANCE OF HIRE QUOTE, TERMS & CONDITIONS**

Authorised Person Full Name: \_\_\_\_\_

Ph: \_\_\_\_\_

Authorised Person Signature: \_\_\_\_\_

Date: \_\_\_\_\_