

Agreement Terms and Conditions

1. INSPECTION The hirer has inspected the equipment prior to taking possession and:

- 1.1 Is satisfied that the equipment is clean, in good repair and safe working order.
- 1.2 Is aware of the proper use of which the equipment is designed and is satisfied that it is suitable for the purpose required;
- 1.3 Is satisfied with the instructions provided in the proper and safe manner of using the equipment.

2. USE OF EQUIPMENT The hirer agrees that the equipment is to be used:

- 2.1 For the purpose and within the capacity for which they are designed;
- 2.2 For legal purpose or in a legal manner and the Hirer will comply at their own expense with the requirements of all Government Authorities in relation to equipment;
- 2.3 At the address provided by the Hirer and the equipment is only to be removed from this address upon collection by the owner (Powerhaus Property Solutions).

3. PERIOD OF HIRE The period of Hire shall commence from time of delivery to the Hirers nominated site/address. The Owner reserves the right to end the hire period, at their discretion, for any reason the owner see fit.

3.1 Equipment will be collected on the same date of hire unless a multiday hire is arranged or otherwise notified by the owner.

4. HIRING CHARGES The Hirer will pay the Hire charges at the rate and in manner specified during the Hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of Hire is altered in any way by the Hirer.

4.1 Additional charges will be automatically charged to the Hirer's supplied credit card as follows:

Lost Keys: \$250.00 ex GST

Refuelling: Excavator \$80.00 ex GST. Skid Steer Loader \$100 ex GST.

Cleaning: \$100.00 ex GST.

Delivery: \$50.00 ex GST. (within 20km radius)

Pickup: \$50.00 ex GST. (within 20km radius)

Replacement of full 20L diesel container: \$100 ex GST.

5. EQUIPMENT MAINTENANCE The Hirer agrees to:

- 5.1 Keep the equipment in a clean condition, good repair and working order.
- 5.2 Give the Owner access to the equipment for inspection at any reasonable time without the Owner giving prior notice.

6. EQUIPMENT FAILURE If equipment becomes in a state of disrepair/inoperable, the Hirer agrees to immediately notify the Owner. The Hirer will not attempt to repair the equipment under any circumstances.

6.1 The owner shall in no circumstances be liable for any loss sustained by the Hirer in the event of the equipment becoming inoperable during the hire period.

7. EQUIPMENT AND/OR ACCESSORIES ACCIDENTS The Hirer will immediately notify the Owner of any accident involving the equipment and is **FULLY LIABLE for the cost of all repairs and all associated costs.**

8. EQUIPMENT AND/OR ACCESSORIES CLEANING & REPAIR If the equipment and accessories are not in a clean condition upon collection the

Owner may at its absolute discretion charge the Hirer for all reasonable cost of cleaning the equipment and accessories. See above for costs.

9. EQUIPMENT AND ACCESSORIES LOSS The Hirer agrees to:

9.1 Advise the owner immediately of the loss or theft of any equipment or accessories.

9.2 The Hirer is FULLY LIABLE for all costs associated with the loss and/or theft of equipment and/or accessories whilst in the Hirer's possession.

10. EQUIPMENT AND/OR ACCESSORIES DAMAGE

10.1 In the event that the equipment is damaged while on hire, the hirer is FULLY LIABLE for all costs associated with the damage of the equipment and/or accessories.

10.2 The Hirer will immediately notify the Owner of any damage to the equipment and/or accessories.

11. PAYMENT C.O.D, credit card or EFT only. Payment MUST be made at time of drop off.

12. JURISDICTION The law relating to this agreement shall be the law of the State of New South Wales.

13. DEFINITIONS In this agreement, the following expressions shall have the following meanings:

13.1. The "Owner" is POWERHAUS Property Solutions.

13.2. The "Hirer" is the person, business or corporation hiring equipment from the Owner.

14. CALCULATION OF CHARGES

14.1. Day rate is for one calendar day.

14.2. Charges are based on time out not time used.

14.3. A one week hire is five consecutive days including weekends and holidays.

15. LIABILITY

15.1. By signing this agreement/tax invoice the Hirer acknowledges and understands they are FULLY LIABLE for all damages, repairs, loss or theft of the equipment and/or accessories whilst in the Hirer's possession and agrees to pay all associated costs.

16. CREDIT CARD SECURITY AND IDENTIFICATION The Hirer agrees to:

16.1 allow the owner to create an image of the Hirer's credit card to be held as security. This record will be deleted and or destroyed once the hire has been completed.

16.2 allow the owner to create an image of the Hirer's drivers license as a record of the Hirer identity. This record will be kept on file indefinitely.

17. SAFE OPERATION, DRUGS AND ALCOHOL The Hirer agrees that, they, their employees, their contractors and/or anyone else, while the equipment is in their command, will operate the equipment in a safe manner under the legal blood alcohol limit and not under the influence of drugs of any kind.

I the hirer agrees to all terms and conditions 1 to 17 as stated above.

I (the Hirer) declare that I am an authorised representative of the business or person listed in the agreement and that I have taken possession of the indicated equipment.

Sign: _____

Date: _____

Machinery Hire Agreement

Invoice Number: _____

Date: _____

Hirer's Details

Full name: _____

Address: _____ Suburb: _____

Post Code: _____

Contact Phone Number: _____

Licence Number: _____ Expiry Date: _____

Business Name: _____

Worksite Address: _____

This is where the equipment and/or accessories will be dropped off and collected from.

Machine hours at delivery: _____ Machine hours at collection: _____

Equipment and Accessory Inventory:

- ☐ Bobcat E20 Mini Excavator
- ☐ 1000mm mud bucket
- ☐ 450mm toothed digging bucket
- ☐ 300mm toothed digging bucket
- ☐ Hydraulic hitch
- ☐ Hydraulic thumb

- ☐ Bobcat S100 Skid Steer Loader
- ☐ Daken 4 in 1 bucket
- ☐ Full 20L Diesel container

I the Hirer as listed above hereby confirm and agree that the above information is true and accurate. I confirm that I have hired and taken possession of all equipment and accessories listed above and acknowledge, understand and agree to all terms and conditions associated with the hire.

Signature: _____ Date: _____