

# HIRE AGREEMENT CONDITIONS

1.0 The words below have the meaning set out opposite them:

## WORDS

- a. Charges
- b. Commencement
- c. Completion
- d. Customer
- e. Equipment
- f. Hire Fees
- g. Hire Period
  
- h. Hire Business
- i. Pick-Up Number
  
- J. TTE Hire

## MEANING

- All the amounts listed in Clause (a) and (b).
- The latter of the data on the front page or the time of delivery to the Customer.
- The earlier of the time the Equipment is returned to TTE Hire
- The Party named as Customer on the front page
- The Equipment, tools (and the accessories herewith) listed on the front page.
- The amounts listed as Hire Fees on the front page.
- The Period Commencement until the earlier of
  - I. The return of Equipment to TTE Hire
  - II. When TTE Hire issues the Equipment with a Pick-Up Number
- TADPOLE ONE PTY LTD - ABN: 38275617330 - Trading as TRAILERS TOOLS & EQUIPMENT HIRE
- A number issued by TTE Hire to the Customer with TTE Hire acknowledges that the Customer desires the Equipment to be collected by TTE Hire
- TRAILERS TOOLS & EQUIPMENT HIRE

## 2.0 TTE Hire will:

- a. allow the Customer to take and use the Equipment for the Hire Period.
- b. provide the Equipment to the Customer clean, in good working order and condition.
- c. subject to sub-clause 3(b)(iii), indemnify the Customer for the cost of repairs to the Equipment up to the amount equal to 90% of its new list price at Commencement.
- d. resupply or repair the Equipment if it fails to work properly;
- e. collect the Equipment within 120 hours after it issues the Customer with a Pick-Up Number;
- f. terminate this Agreement, sue for recovery of the Charges and repossess the Equipment if the Customer:-
  - i. fails to pay any Charges
  - ii. loses possession of the Equipment or allows it to be taken out of the state in which it was hired or attempts to assign its rights hereunder
  - iii. becomes bankrupt, insolvent or ceases business; or
  - iv. otherwise breaches this agreement.

## 3.0 The Customer will:

- a. On or before Commencement (or as provided in the Customer's Credit Application with TTE Hire) pay TTE Hire all of the following trailerCharges.
  - i. The Hire Fees
  - ii. in consideration of the provisions of sub-clause 2(c) the Damage Waiver Fee; and
  - iii. stamp duties in respect of this agreement and the hiring.
- b. forthwith upon request pay to TTE Hire all of the following Charges:-
  - i. the replacement cost (as per its new list price at Commencement) of any Equipment not returned to TTE Hire upon Completion.
  - ii. all costs incurred in cleaning the Equipment
  - iii. all costs of repairing any damage (fair wear and tear accepted) caused to the Equipment up to an amount equal to 10% of its new list price at Commencement.
  - iv. all fines, penalties, levies, Charges and taxes payable by TTE Hire in respect of the Agreement and the Hiring
  - v. all costs incurred by TTE Hire in delivering and recovering possession of the Equipment.
  - vi. a late payment fee calculated daily at a rate of 2% per month in respect of all unpaid Charges when any of them is overdue.
  - vii. the cost of fuels and consumables provided by TTE Hire and used by the consumer.
- c. repack and/or restock all equipment that is hired in packaged mode.
- d. satisfy itself at Commencement that the Equipment is suitable for its purposes.
- e. operate the Equipment only for its intended use and safety and strictly in accordance with the law and the manufacturers' instructions
  - i. supplied by TTE Hire
  - ii. posted on the Equipment, or
  - iii. appearing on the contract
- f. return the Equipment to TTE Hire clean and in good repair
- g. indemnify TTE Hire for all the damage caused to persons and property in relation to the Equipment and its operation
- h. ensure that all persons operating or erecting the Equipment hold current Certificate of Competency and/or are fully licenced to use it.
- i. comply with all occupational health and safety laws relating to the Equipment and its operation
- j. safely secure all items loaded in or on the Customer's vehicle.
- k. operate the Equipment with an adequate motor and/or power source; and
- l. deliver the Equipment to TTE Hire at the end of the Hire Period.

## 4.0 The Customer will not:

- a. tamper with, damage or repair the Equipment
- b. lose possession of the Equipment, remove it from the State in which it was hired or assign its rights hereunder
- c. seek to rely upon any representation relating to the Equipment or its operation other than those contained in the Agreement
- d. retain the Equipment after the Hire Period
- e. exceed the recommended or legal load and capacity limit on the vehicle: nor
- f. use or carry any illegal, prohibited or dangerous substance in or on the Equipment.

**5.0 The Customer agrees that it is not entitled to recover from TTE Hire compensation for any damages (including for consequential loss) arising in respect of this agreement, the hiring or use of the Equipment.**

## 6.0 If the Customer breaches this Agreement:

- a. TTE Hire is authorised to enter the Customer's premises to recover the Equipment
- b. the indemnities referred in sub-clause 2 (c) are thereby immediately invalidated
- c. No notification after 5 working days after hire return due date, hire equipment will be reportable to relevant authorities as stolen

**7.0 All warranties and conditions are excluded to the full extent permitted by law and TTE Hire's only obligations resulting from a breach by it of any condition or warranty is limited to the resupply of the Equipment.**

**8.0 if a dispute arises relating to this agreement, the hiring or the use of Equipment, the parties agree to endeavour to settle it with the assistance of the Hire and Rental Association of Australia before they resort to litigation.**