

Condition of Hire

In these terms

“**conditions of hire**” mean and the terms set out in the schedule the conditions set out below; “**equipment**” means the plant and equipment described in the schedule that you agree to hire from us; “**rent**” or “**rental**” is the rent you agree to pay to us for the hire of the equipment; “**schedule**” means the schedule overleaf; “**we**” or “**us**” or “**our**” means Eagle Hire Pty Ltd ACN 005 385 455; “**you**” means You described in the schedule;

Hire

1. You agree to hire the equipment from us on the terms set out in these conditions of hire.
2. Subject to any earlier termination in accordance with clause 6 or 7 the period of hire of the equipment is for the minimum period specified in the schedule and continues until 24 hours after you notify us that you wish to terminate the hire.

Payment

3. Rent is charged for each week or part thereof of hire. Any part week of hire is payable as a full week.
4. You must pay rent to us for the whole of the period of hire in excess of the minimum period. Payment must be made within 7 days of invoice.
5. If any rent or other charges payable under this agreement are not paid on the outstanding sum will accrue interest at the rate of 2% above the penalty interest rate prescribed by section 2 of the Penalty Interest Rates Act 1983 calculated from the due date until paid in full.

Termination of agreement

6. We may terminate the hire of any time without cause by notice to you and credit you for any rent paid for the period after termination.
7. We may terminate the hire for cause if you breach any condition of hire or if any steps are taken due to your insolvency, including if you enter into any composition or arrangement with creditors, become bankrupt, enter into compulsory or voluntary liquidation or have an administrator appointed.
8. Upon termination of this agreement we have the right to repossess the equipment. If the termination is for cause, the repossession will be at your expense, which you must pay on demand together with all other sums due to us pursuant to this agreement.
9. Termination of, or enforcement of our rights under, this agreement will not in any way affect our right to recover any monies due to us under this agreement or damages for breach thereof and is without prejudice to our rights accrued prior to such termination.

Delivery & Removal of equipment

10.
 - (a) You must give precise instructions to our satisfaction as to the site and the location on site that you require the equipment to be delivered and/or installed. We will use our best endeavours to deliver as per your instructions.
 - (b) You shall be responsible for complying with all occupational health and safety rules and all other statutory requirements regarding the use of the equipment and the choice of location of the equipment.
 - (c) The delivery of the equipment in clean and good condition and proper working order shall, as against you, be deemed to be as per order and invoice unless you notify us of any discrepancy or defect within seven (7) days of the invoice.
 - (d) The equipment shall be relocated to another location or site by us at your expense or, with our written permission, by you, unless you satisfy us that the delivery of the equipment by us was contrary to instructions.
 - (e) You shall pay all charges due to any statutory body and shall comply with all statutory rules, by-laws, orders, notices or directions affecting or relating to any such removal or re-positioning of the equipment;
 - (f) You shall ensure that upon termination of this Agreement, we shall have free and unencumbered access to the equipment for the purpose of collecting the equipment. Any costs, charges or liabilities to us arising from you not ensuring such access shall be borne by you as a debt due and payable to us.
 - (g) When hiring temporary toilets, crossings, cages, poles and/or fencing:
 - (i) We will always deliver and pick up the equipment
 - (ii) You shall, prior to the collection of the equipment by us, clean the equipment.
 - (iii) In the case of a toilet:
 - (a) you must replenish the water on a regular basis;
 - (b) you must contact us to pump out the toilet, for which we will charge a call-out fee;

Hirer's warranties

11.
 - (a) You will maintain the equipment in the condition in which it was delivered for the duration of this Agreement or until the equipment is in our possession and control, whichever is the latter;
 - (b) You will only use and operate the equipment in strict compliance with its intended use and any operational instructions provided to you by us either verbally or in writing;
 - (c) You will not sell, offer for sale, assign, mortgage, pledge, encumber, charge or dispose of or deal with the equipment in any way whatsoever that is contrary to this Agreement and the continued ownership of the equipment by us;
 - (d) You will not use the equipment for any illegal purpose;
 - (e) You will not modify, alter, tamper with, or repair the equipment without our prior written consent;
 - (f) You agree that the equipment is of merchantable quality and is fit for the purpose for which you intend to use it;
 - (g) You agree that you will be liable for any damage to or loss of the equipment from any cause whatsoever but (save in the case of crossings) excepting fair wear and tear, which liability will be a debt due and payable to us.

No waiver

12. No indulgence or extension of time for the making of any payment or committing of any act granted by us to you shall affect the strict rights and or obligations of the parties under this Agreement. Any waiver by us of any breach of the Agreement shall not constitute a waiver of any subsequent or continuing breach.

Indemnity

13. To the full extent permitted by the law, you release, discharge and indemnify us from all claims, demands and actions arising from or caused by the use of the equipment by you or any other person during the period of this Agreement.

Liability

14. You will assume all risks and liabilities arising from, and in respect of, the use of the equipment during the period of this Agreement.

Disclaimer

15. To the extent permitted by law, we disclaim all liability for and do not give any warranties to you as to the condition of the equipment.

Governing law

16. This Agreement is governed by the laws of the State or Territory where the Agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

Privacy

17. We will comply with the Privacy Act 1988 (Cth) in all dealings with you.