

## **Terms and conditions of hire referred to in Contract for Hire between Holiak Hire Pty Ltd (herein called the Owner) and the Customer**

### **THE CUSTOMER HEREBY AGREES WITH THE OWNER:-**

1. To collect or accept delivery of all the listed items of goods and equipment, and their relevant components (here after described as “the Equipment”) from the Owner on the “time out” date as shown on the Contract.
2. To return all the Equipment, to the Owner or the Owners representative on the “due date” as shown on the Contract.
3. To accept full responsibility for the care and use of the Equipment during the hire period.
4. To use the Equipment supplied by the Owner in a responsible manner and only for the purpose the equipment was designed and intended for.
5. To pay to the Owner, at the time of collecting or accepting delivery of the Equipment, all hire charges and any security requested by the Owner. Where credit account facility has been established, the Customer guarantees to pay the Owner in full by the date specified by the Owner. All payments received are deemed security until the Equipment is returned in full. The total paid is shown as “DEPOSIT” on the Contract.
6. To pay the Owner any further charges for each item of the Equipment returned after the due date in accordance with the Owner’s current hire rate schedule.
7. To pay the Owner on demand, the full replacement value of any of the Equipment lost, damaged beyond repair or not returned within seven (7) days of the “due date” shown on the Contract.
8. To pay the Owner the full cost of repairs to any of the Equipment returned in a damaged condition where this is a result of misuse or negligence during the hire period.
9. In the event of any dispute as to the cost of repairs or replacement or hire the decision of the Owner shall be final.
10. THE CUSTOMER ACKNOWLEDGES that the Owner has given no warranty nor made any representations either expressed or implied as to the condition of the Equipment or its suitability for any purpose and the Owner shall not be liable to the Customer or its servants or agents in any way whatsoever for any loss, damages claims or demands suffered or made as a result of the use of the Equipment by the Customer or its servants or agents nor for any injury incurred, suffered or entered by any person as a result of such use, care or otherwise howsoever occurring. To the extent that this clause is inconsistent or contravenes any legislation, it shall be severed from this Agreement.
11. THE CUSTOMER ACKNOWLEDGES full responsibility for all risks of or in connection with the use of the Equipment including risks to third parties or their property and the Customer hereby indemnifies the Owner against any claim action suit or charge payable which may be claimed incurred or paid by reason of the condition of the Equipment and the possession and use of the Equipment by the Customer or anyone under him or using the Equipment with or without the Owner’s permission and the Customer hereby releases the Owner from any loss claim action suit or damage which the Customer or any other person may but for this clause have been entitled to bring against the Owner for loss or damage or injury by reason of the condition of and use of the Equipment by the Customer or any other person pursuant to this Contract. To the extent that this clause is inconsistent or contravenes any legislation, it shall be severed from this Agreement.

The Customer or its servant or agent have agreed to the full terms and conditions above.