

TERMS & CONDITIONS OF HIRE

- 1. Introduction**
 - 1.1 The Equipment Company Pty Ltd TA Portable Coolroom hire (ACN 627 103 897) ("the Owner") hires items to other parties ("a Hirer") for reward, subject to the following terms and conditions.
- 2. Terms of Payment**
 - 2.1 Before the commencement of any hire, a Hirer must:
 - 2.1.1 pay the Owner any monies due, plus applicable GST;
 - 2.1.2 provide proof of their/its identity by production of their passport or driving licence. The Director of any corporate hirer is required to provide this;
 - 2.1.3 provide details of their/its credit card, including any expiry date and any security pin number;
 - 2.1.4 pay within 7 days of issuing by the Owner any Tax Invoice arising out of the Hiring Agreement.
 - 2.2 A Hirer also authorises the Owner to:
 - 2.2.1 render a Tax Invoice for any extensions of the Hiring Agreement, plus for any loss, damage, repair or expense authorised by the Hiring Agreement;
 - 2.2.2 If clause 2.1.4 above is breached, a Hirer authorises the Owner to debit their/its credit card referred to in clause 2.1.3 above.
- 3. Disputes**
 - 3.1 Should any dispute arise out of the Hiring Agreement, the Owner may at its absolute discretion refer a dispute to the Victorian Small Business Commissioner ("VSBC"). The decision of the VSBC shall be binding on the Owner and a Hirer.
 - 3.2 Should the Owner elect not to exercise their discretion in clause 3.1 above, any dispute shall be determined by a Court or Tribunal and the law of Victoria shall apply.
- 4. Obligations of The Owner**
 - 4.1 In addition to all the terms and conditions of the Hiring Agreement, the Owner agrees to hire the items for the stated purpose and will supply any item in a clean and good working order.
 - 4.2 The Owner agrees to repair or replace any hired item, provided any repair or replacement has not been caused by the Hirer breaching the Hiring Agreement.
- 5. Obligations of A Hirer**
 - 5.1 A Hirer shall:
 - 5.1.1 ensure all hired items are fit for the purpose they are hired for and shall be totally responsible for all items hired, including any damage caused by any hired item or any damage to any hired item, including any total loss;
 - 5.1.2 return all hired items as required by the Hiring Agreement and when requested by the Owner;
 - 5.1.3 return all hired items in a clean condition and in the same condition they were supplied, except for fair wear and tear, otherwise it is acknowledged the Owner will charge an extra fee to clean hired items;
 - 5.1.4 ensure all hired items are only used in accordance with all prevailing legal frameworks, including all manufacturers' guidelines;
 - 5.1.5 only allow their/its own authorised servants or agents to use the items hired;
 - 5.1.6 only allow their/its own servants or agents who are legally able to use any hired items;
 - 5.1.7 only use the hired items at the location/s agreed in writing with the Owner;
 - 5.1.8 report to the Owner any defects involving any hired item, including any accident or loss arising out of any hired item;
 - 5.1.9 stop using any hired item which may become unsafe or which appears to be a risk or faulty;
 - 5.1.10 save for any breach by the Owner of the Hiring Agreement or any negligence by the Owner, indemnify and hold harmless the Owner for any losses howsoever arising out of any item hired;
 - 5.1.11 On the last day of every month of hire, forward by email to the Owner an inventory concerning where each hired item is located/being used.
- 6. Termination**
 - 6.1 The Hiring Agreement shall cease on the day and time agreed or as specified by the Owner.
 - 6.2 The Owner may terminate the Hiring Agreement if a Hirer breaches any of the terms and conditions contained therein or if the Hiring Agreement becomes unable to be performed. If so, a Hirer agrees to make no claim for any loss against the Owner, howsoever arising.
 - 6.3 If at any time a Hirer is in breach of the Hiring Agreement, or a Hirer has ignored the Owner's written request to return any hired item, a Hirer authorises the Owner to recover any item, including coming onto any land.
 - 6.4 If any hired item is not returned to the Owner by the agreed date and time, or when the Owner requests it be returned, the daily hire rate for that item/s will be charged until they are returned.
 - 6.5 If a Hirer is in breach of the Hiring Agreement and the Owner has to commission a recovery of any debt, then the Hirer shall be liable for interest on any debt based on the Victorian Penalty Interest Rate from the date of the Owner's first notification letter, plus for all reasonable debt recovery costs and disbursements.
- 7. Owner's Property**
 - 7.1 The Hirer grants the Owner the right to inspect any item the subject of the Hiring Agreement, without notice.
 - 7.2 Where the Hirer does not own the land/property on which any hired item is located, they will indemnify the Owner in relation to any inspection authorised by clause 7.1 above.
 - 7.3 A Hirer acknowledges that at all times, ownership of any item the subject of the Hiring Agreement remains with the Owner and only passes to a Hirer when any final payment to purchase any item of the Owner is received in the Owner's nominated bank account. This condition is subject to 7.4 below
 - 7.4 Should any Hirer or prospective Hirer wish to purchase a new, near new or used item from the Owner, a separate and standalone Agreement must be agreed and executed.
 - 7.5 If agreed in writing with the Owner and as part of the obligation in 7.4 above, all or part of the Hirer's payments pursuant to the Hiring Agreement may at the Owner's absolute discretion be used to offset the purchase price agreed concerning any item/s sold by the Owner to a Hirer.
- 8. Australian Consumer Law ("ACL")**
 - 8.1 Where ACL legislation applies to any hire, the Owner's liability to a Hirer for any loss shall be limited to a refund of the cost of the hired item/s involved only.
- 9. Credit Issues**
 - 9.1 A Hirer authorises the Owner to make reasonable enquiries concerning their/its credit position, subject to all prevailing legislative frameworks