



# PORTER HIRE

## HIRE CONTRACT TERMS AND CONDITIONS

### PERIOD:

- (a) The hire period is reckoned from the date on which the equipment leaves the Company's Store until it arrives there again inclusive. Hireage will be charged from time taken to time returned to Porter Hire Limited yard, unless a prior arrangement has been made with Porter Hire management.
- (b) The hire rate is calculated as per 8 hour day (8am-5pm) or part thereof. The company will allow a period of grace of one hour, without charge (until 9am) on any calendar day for the return of equipment after which time the hirer will be charged another full day's hire at the Company's current rate.
- (c) NO allowance what ever can be made for the time during which the machine is not in use, for any reason, unless special arrangements are made beforehand and confirmed in writing.

### MATERIALS:

- (a) The equipment hired is agreed to be as stated herein.
- (b) The hirer must satisfy himself that the equipment is safe, suitable and sufficient of the work to be done, as subsequent exchange of tools etc, will entail additional charges.
- (c) The equipment hired by the Company does not purport to be new stock, or equal to new, but when sent out, all items are understood to be in good order for normal foot load working at the stated capacity under any ordinary conditions.
- (d) The Company will not be responsible for any delays, accidents or damages of any kind, direct or indirect, which arise through defect or breakdowns of material hired.
- (e) All items of equipment supplied at the Hirer's request additionally to those enumerated will be charged for at the Company's standard hire rates.
- (f) The cost of reconditioning items blunted by use or otherwise rendered unfit for further service, without repairs, by the Hirer, such as concrete breaker steels, and the like, will be charged by the Company.

### OPERATION:

- (a) Competent drivers or operators must be given charge of plant or tools while in the hirer's possession and the hirer must be responsible for all cleaning, lubrication and maintenance of adjustment, and for any damage due to overloading mistakes, or neglect in handling, etc, during the hire period.
- (b) The hirer must keep the plant in proper working order at his own expense, and pay all costs for replacement or repair required due to fire, theft, accident, and loss or otherwise during the hire period.
- (c) The hirer must ensure the driver, or operator, has a current driver's licence with the appropriate class for the plant hired.
- (d) I further acknowledge that by signing this hire agreement the hirer has confirmed that the hirer and/or its employees have or have obtained from Porter Hire Ltd sufficient knowledge to safely operate the equipment hired.

### TRANSPORT:

- (a) The hirer shall pay carriage to and from the Company's premises and is responsible for damages in transit.
- (b) Delivery and collection by the Company shall be to and from footpath, unless previously arranged.

### FUEL, OIL, ETC:

To be checked every day before starting up. The hirer shall provide all petrol, fuel, oil, lubricating oil, cleaning and other materials and labour required for the operations of the whole equipment, and only fuel and lubrication oils approved by the Company shall be used for the same during the hire period.

### BREAKDOWNS:

The hirer must notify the company immediately of any mechanical breakdown and the date of receipt of such notifications shall be dated from which the hire charges shall be suspended.

### PROPERTY RIGHTS:

The hirer undertakes to keep the equipment in his own possession and control, and free from all legal processes, and that no mortgage, bills of sale, or any legal instrument or private agreement whatever shall be executed whereby any other person or firm other than Porter Hire Ltd shall acquire any lien or right whatsoever in connections with the equipment hired.

### TERMS:

- (a) All accounts are due for payment by the 20<sup>th</sup> of the month following invoice.
- (b) Accounts unpaid 10 days after due date may incur a 2% late payment fee.
- (c) Accounts unpaid 45 days from the due date may have credit facilities withdrawn and Porter Hire Ltd reserve the right to recall machinery on hire.
- (d) Accounts unpaid after 60 days from due date may have credit facilities withdrawn, machinery on hire will be recalled, and necessary steps taken to recover the debt, without prejudice to their rights to recover all amounts due for hire, reconditioning of equipment, if any, and the costs for transport to their store.
- (e) Accounts will be subjected to a credit limit.
- (f) If any account is in dispute the undisputed portion of the account shall be payable in accordance with normal terms of trade. Payment of the disputed portion may be withheld providing full details
- (g) Third party costs: The hirer shall pay or reimburse Porter Hire Ltd all costs and/or expenses incurred in instructing a solicitor and/or debt collection agency to recover any amounts over due for payment and such costs and expenses shall bear interest plus GST as provided for in Para. 8 clause (b) hereof from the date upon which they are paid or incurred by Porter Hire Ltd and including the date upon which the buyer shall pay or reimburse Porter Hire Ltd.

### INSURANCE:

Insurance is at hirers risk except where is agreed with the owner, when a surcharge of 10% of the hire charge will be made. This 10% cover does not include panel and glass damage. Evidence of insurance by way of cover note must be received by the owner before hire commences. The hirer is responsible for the \$5,000.00 excess on insurance claims, along with the down time incurred while the machine is under repair, this will be calculated until such time as the machine is fully operational.

### CONDITIONS:

- (a) All traffic infringement notices (ie traffic tickets) that are incurred by company, representative or operator while on hire, are to be paid for by the customers. There are **NO EXCEPTIONS**.
- (b) The Company reserves the right to inspect the plant at any time, and to terminate the hire forthwith if the plant is not being used and, maintained as provided above, or if the agreed conditions and terms of payment are not strictly complied with by the hirer.
- (c) The company undertakes no liabilities what ever in respect of third party or similar risks or for personal injury, or for consequential damage of any kind.
- (d) The hirer shall keep the equipment under his own control, and employ it solely in his work and will not permit it or any part thereof to be used by any other party for any other work.
- (e) On termination of the hire the Hirer shall deliver up the equipment, complete with accessories, clean and in good order as delivered. FAIR WEAR AND TEAR EXPECTED, to the company.
- (f) Unless agreed in writing to the contrary, the acceptance by the Hirer of any goods on hire from the Company shall in itself constitute an acceptance of the above term and conditions, and the charges on the accompanying hire agreement form, or acknowledgement of order.
- (g) In respect of the H&S Act 1992 Section 16 and any legislation replacing this act – The hirer having control of the equipment is deemed to be the person who controls a place of work for the purpose of this act, and as such must take all practical steps to ensure that people on or near the equipment are not harmed(refer section16).