

Equip Hire - Master Hire Agreement

Access | Forklifts | Telehandlers | KL&S Enterprises Pty Ltd t/as Equip Hire | ABN 21 676 209 395

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This is a blank copy to read before you hire. When you hire, Equip Hire sends you the copy to sign with your details filled in.

This Equipment Hire Agreement applies to all equipment, plant, machinery, attachments and accessories hired from Equip Hire by the Customer, whether now or in the future, and whether the hire is paid upfront, COD, by card, EFT, invoice, approved credit account or any other approved payment method. By accepting it, or by accepting any individual hire as set out below, the Customer agrees to be legally bound.

1 Definitions

Equip Hire / Owner means KL&S Enterprises Pty Ltd (ABN 21 676 209 395) trading as Equip Hire, of 770-776 Richmond Road, Berkshire Park 2765 NSW.

Customer means the person, individual, company, trust, partnership, sole trader, business or other legal entity named in any Credit Account Application, Equipment Hire Agreement, Hire Schedule, quote, invoice, sales order, purchase order, delivery docket or written confirmation, and includes any director, officer, employee, agent, site contact, project manager, authorised representative or other person who signs, accepts, orders, collects, takes possession of, uses, directs the use of, requests delivery of, or otherwise deals with the Equipment on behalf of that person or entity.

Equipment means all plant, machinery, attachments and accessories hired or supplied by Equip Hire, including scissor lifts, boom lifts, forklifts, telehandlers, tracked and rough-terrain scissor lifts, and other elevated work platforms.

Hire Confirmation means each Hire Confirmation, Hire Schedule, Equipment Hire Confirmation, quotation, invoice, sales order, delivery docket or other written confirmation issued or accepted for a specific hire - including those issued through Equip Hire's Zoho system.

Hire Period means the period from when the Customer takes possession (or the agreed start) until the Equipment is properly off-hired and available for collection or returned to Equip Hire.

1.6 Who Is Bound - Companies, Trusts, Businesses & Individuals

- 1.6** Any person who signs, accepts, orders, pays for, requests delivery of, collects, takes possession of, uses, directs the use of, or otherwise deals with the Equipment on behalf of a company, trust, partnership, sole trader, business or other legal entity warrants that they are authorised to bind that Customer to this Equipment Hire Agreement and the relevant Hire Confirmation, quote, invoice, sales order, delivery docket or written confirmation.
- 1.7** If a person represents that they are acting on behalf of a Customer, Equip Hire may rely on that representation. The Customer is bound by the acts, omissions, communications, purchase orders, payments, delivery requests, possession, use and acceptance of its directors, officers, employees, agents, contractors, site contacts, project managers and authorised representatives.
- 1.8** If a person signs, accepts, orders, requests delivery of, collects, takes possession of or uses Equipment while claiming to act on behalf of a Customer, but does not have authority to bind that Customer, that person may be personally liable to Equip Hire for all amounts, obligations, loss, damage, costs and liabilities arising from the hire.
- 1.9** Individuals. If the Customer is an individual, that individual is personally responsible for all obligations under the Equipment Hire Agreement, Hire Confirmation, quote, invoice, sales order, delivery docket or written confirmation, including payment, safe use, damage, loss, theft, cleaning, fuel, charging, recovery, fines, tolls, infringements, late return, debt recovery and legal costs.

- 1.10** Trusts & trading names. If the Customer is a trustee, the Customer enters into the hire both personally and in its capacity as trustee of the relevant trust. If the Customer trades under a business name, the legal entity or individual operating that business name remains responsible for all obligations.
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2 Application to All Present & Future Hires

- 2.1** This Agreement governs every hire of Equipment between Equip Hire and the Customer, whether now or in the future, and regardless of payment method (upfront, COD, card, EFT, invoice or approved credit account).
- 2.2** Once signed or accepted, this Agreement continues to apply to all future hires without needing to be signed again, unless Equip Hire issues a later written agreement replacing it.

3 How Each Specific Hire Is Confirmed

- 3.1** Each specific hire may be confirmed by a Hire Schedule, quote, invoice, sales order, delivery docket, email, SMS, purchase order, payment request or other written confirmation issued or accepted by Equip Hire. A quote does not need to be issued first. If Equip Hire issues an invoice directly, the invoice records the commercial details of the specific hire and forms part of this Equipment Hire Agreement.
- 3.2** Equip Hire may confirm a hire by quote, invoice, sales order, delivery docket, email, SMS, purchase order confirmation, payment request or other written confirmation. A quote is not required for a hire to become binding. Where Equip Hire issues an invoice directly, that invoice may operate as the commercial hire confirmation for the relevant hire.
- 3.3** Equip Hire uses Zoho to issue quotes, sales orders and invoices. Where a Zoho quote, sales order or invoice lists the Equipment, hire dates, site address, rates, charges, delivery, collection or customer collect/return notes, those details are the commercial details for that specific hire and need not be repeated in any separate document.
- 3.4** If there is any inconsistency, the Hire Confirmation (including the Zoho quote, invoice or sales order) governs the specific hire details, and this Agreement governs all general terms, liability, risk and enforcement.

4 Acceptance of Hire - How a Hire Becomes Binding

The Customer is bound by this Equipment Hire Agreement and the relevant hire confirmation if the Customer does any of the following:

4.1

- Signs this Equipment Hire Agreement;
- Signs a Hire Schedule or Hire Confirmation;
- Accepts a quote;
- Receives or accepts an invoice;
- Issues a purchase order;
- Pays any amount towards the hire;
- Requests delivery of Equipment;
- Allows Equipment to be delivered to site;
- Collects the Equipment;
- Takes possession of the Equipment;
- Uses the Equipment;
- Continues to hold the Equipment after receiving the confirmation; or
- Confirms acceptance by email, SMS or other written communication.

- 4.2** A handwritten signature is not required for a specific hire to become binding where the Customer has accepted the hire by communication, payment, delivery request, possession, use or other conduct consistent with acceptance.

5 Authority to Bind

- 5.1** Clauses 1.6 to 1.10 apply to every hire. By dealing with the Equipment on behalf of a Customer, a person warrants their authority, and the Customer is bound by that person's conduct. A person acting without authority may be personally liable.
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6 Payment

- 6.1** The Customer must pay all hire charges, delivery charges, collection charges, fuel charges, charging-related costs, cleaning charges, damage charges, decal replacement charges, recovery costs, waiting time, failed delivery or failed collection costs, tolls, fines, infringements, late return charges, minimum hire charges, rate changes, missing accessory charges, debt recovery costs, legal costs and any other amounts payable under this Equipment Hire Agreement, any Hire Schedule, quote, invoice, sales order, delivery docket or written confirmation issued by Equip Hire.
- 6.2** COD & upfront hires. Unless on an approved credit account, all charges (including any deposit, bond or estimated total) are payable in advance or on delivery. Equip Hire need not deliver or release Equipment until payment is received.
- 6.3** Credit account hires. Where Equip Hire has approved a credit account in writing, invoices are payable on the approved terms. Equip Hire may suspend or withdraw credit at any time, after which hires revert to COD or upfront.
- 6.4** Payment applies regardless of method. Payment obligations apply whether the Customer is on COD, upfront payment, card payment, EFT, approved credit account or any other payment arrangement.
- 6.5** Failure to pay by the due date does not release the Customer from any obligation under this Equipment Hire Agreement, any Hire Schedule, quote, invoice or sales order.
- 6.6** Overdue amounts. Overdue amounts may incur interest and the Customer must pay all costs of recovery (clause 22). Time for payment is of the essence. The Customer may not set off, deduct or withhold any amount.

7 The Invoice / Zoho Document as Hire Confirmation

- 7.1** An Equip Hire invoice, quote or sales order (including in Zoho) forms part of the hire confirmation for the Equipment listed and is governed by this Agreement. By accepting it, paying any amount, issuing a purchase order, requesting delivery, collecting the Equipment, taking possession or using the Equipment, the Customer accepts this Agreement and agrees to pay all amounts charged in connection with the hire.
- 7.2** Where the invoice, quote or sales order lists Equipment, hire dates, site address, rates, charges, delivery, collection or customer collect/return notes, those details form the commercial details for the specific hire.

The Customer acknowledges and agrees that the following practical hire responsibilities apply to each hire, whether the hire is confirmed by Hire Schedule, quote, invoice, sales order, delivery docket, email, SMS, purchase order, payment, delivery, possession or use:

8.1 Fuel

- > All diesel and petrol Equipment must be returned with a full tank unless otherwise agreed in writing. If Equipment is not returned full, Equip Hire may charge the Customer for fuel, refuelling labour, travel, downtime and any related administrative costs at the rates stated in the Hire Schedule, quote, invoice, sales order or Equip Hire's current charges.

8.2 Charging of Electric Equipment

- > The Customer is responsible for keeping electric Equipment adequately charged during the Hire Period. Electric Equipment must be placed on charge where reasonably possible before collection or return. If Equipment is returned flat, cannot be collected, cannot be moved, suffers avoidable downtime, requires a call-out, or requires recovery because the Customer failed to charge it, Equip Hire may charge the Customer for downtime, call-out, labour, recovery, additional hire time and related costs.

8.3 Cleaning

- > Equipment must be returned clean and in substantially the same condition as supplied, fair wear and tear excepted. If Equipment is returned dirty, covered in mud, paint, concrete, dust, debris, adhesive, rubbish or other contaminants, Equip Hire may charge cleaning fees, labour, disposal costs and any related downtime.

8.4 Branding, Decals & Identification

- > The Customer must not remove, cover, damage, alter, deface or tamper with Equip Hire branding, stickers, decals, asset labels, safety labels, warning labels, compliance plates, QR codes, GPS devices, trackers or identification marks. Equip Hire may charge for replacement decals, rebranding, relabelling, lost identification, labour and downtime.

8.5 Off-Hire

- > Hire charges continue until the Equipment is properly off-hired with Equip Hire and is available for collection or returned to Equip Hire. Off-hire must be confirmed directly with Equip Hire. Ceasing to use the Equipment, leaving it on site, telling a third party, sending an unclear message, or assuming Equip Hire knows the job is finished does not end the hire. If the Equipment is not accessible, clean, safe to collect or ready at the agreed time, hire and additional charges may continue.

8.6 Access, Waiting Time & Failed Collection

- > The Customer must ensure safe, clear and lawful access for delivery, operation, inspection and collection. If access is blocked, gates are locked, the site contact is unavailable, the Equipment is not ready, the site is unsafe, the ground is unsuitable, the Equipment is not charged, or collection/delivery is delayed by the Customer or site conditions, Equip Hire may charge waiting time, return trip fees, additional transport, labour, recovery and continued hire charges.

8.7 Damage, Loss, Theft & Misuse

- > The Customer is responsible for all damage, loss, theft, tyre damage, track damage, punctures, battery damage, charger damage, control damage, platform damage, hydraulic damage, misuse, overloading, impact damage, unauthorised use, unsafe use and failure to follow manufacturer or Equip Hire instructions during the Hire Period, except to the extent caused directly by Equip Hire's negligence. How damage, loss and theft are charged, and the conditions of Equip Hire's insurance that the Customer must keep to, are set out in clause 18.

8.8 Fines, Tolls, Infringements & Government Charges

- > The Customer is responsible for all tolls, fines, infringements, penalties, parking charges, traffic offences, government charges, site charges and similar costs arising during or connected with the Hire Period. Equip Hire may also charge an administration fee for processing, nominating, transferring or managing those charges.

8.9 Minimum Hire & Rate Changes

- > Minimum hire periods apply as stated in the Hire Schedule, quote, invoice, sales order or written confirmation. If the hire period is extended, shortened, changed, delayed, off-hired late, returned late or altered from the original booking, Equip Hire may revise the rate, charge the applicable minimum hire, charge additional hire, or apply the correct rate for the actual hire period.

8.10 Limitation of Liability

To the maximum extent permitted by law, Equip Hire is not liable for loss of income, project delays, liquidated damages, business interruption, delay costs, loss of opportunity, consequential loss or indirect loss arising from Equipment breakdown, delivery delays, collection delays, weather events, site conditions, flat batteries, unsuitable access, unavailable operators, customer misuse, customer site issues, third party delays or events outside Equip Hire's reasonable control. The Customer acknowledges that hire Equipment is supplied on a temporary hire basis and uninterrupted operation is not guaranteed.

Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable law.

9 Safe Use & Operator Responsibility

- 9.1** The Customer is solely responsible for ensuring that the Equipment is used safely, lawfully and only by persons who are competent, trained, instructed and, where required by law, properly licensed, ticketed or authorised to operate that type of Equipment.
- 9.2** Equip Hire does not provide site supervision, operator verification, licensing checks, safe work method statements, risk assessments, traffic management, exclusion zones, spotters, fall protection assessment or operational approval unless expressly agreed in writing.

10 Licences, Permits & Site Safety

- 10.1** The Customer must ensure all required licences, high risk work licences, operator tickets, permits, inductions, safe work method statements, traffic management plans, exclusion zones, fall protection, spotters and other safety controls are in place before the Equipment is used.

11 Pre-Start & Machine Safety Checks

- 11.1** Before each use, the Customer must ensure a competent person completes all required pre-start, pre-operational, visual, functional, safety and machine checks. These checks must include, where applicable, controls, brakes, emergency stops, guardrails, tyres, tracks, leaks, batteries, fuel, warning alarms, platform controls, ground controls, safety devices, logbook requirements and any manufacturer-required checks.
- 11.2** The Equipment must not be used unless all required checks have been completed and the Equipment is confirmed safe for use.

12 Faults & Defects

- 12.1** The Customer must immediately stop using the Equipment and notify Equip Hire if any fault, defect, warning light, alarm, unsafe condition, damage, missing part or abnormal operation is identified.
- 12.2** The Customer must not arrange repairs without Equip Hire's written consent. Breakdown from misuse, overloading, failure to charge or operator error is the Customer's responsibility.

13 Power Lines & Electrical Hazards

The Equipment must not be used near overhead power lines, electrical conductors, live services, underground services or other electrical hazards unless the Customer has identified the hazard and obtained all required authority approvals, permits, isolations, exclusion zones, spotters and safety controls required by law, site rules and the relevant electrical network operator.

- 13.1** The Customer is solely responsible for identifying overhead and underground services and maintaining all legally required safe approach distances.
- 13.2** Where there is any doubt about power lines or electrical hazards, the Equipment must not be used until the Customer has obtained competent advice and all required controls are in place.

14 Site & Ground Conditions

- 14.1** The Customer is responsible for confirming that the site, access route, operating area and ground conditions are suitable, stable and safe for the Equipment, including gradients, slab rating, ground bearing capacity, ramps, pits, voids, trenches, underground services, soft ground, wind conditions, overhead obstructions and surrounding traffic or pedestrians.

15 Equipment Suitability

- 15.1** The Customer is responsible for confirming that the Equipment selected is suitable for the Customer's intended task, height, reach, access, ground conditions, load, environment and site restrictions.
- 15.2** Equip Hire may provide general information about Equipment specifications, but the Customer remains responsible for determining whether the Equipment is suitable for the Customer's specific work and site conditions.

16 No Responsibility for the Customer's Site Operation

- 16.1** Equip Hire is not responsible for the Customer's work method, site conditions, operator conduct, licensing, competency, supervision, traffic management, exclusion zones, power line clearance, permits, SWMS, inductions, ground conditions or whether the Equipment is suitable for the Customer's particular task, except where Equip Hire has expressly provided written advice for that specific hire.

17 Delivery, Collection & Off-Hire

- 17.1** Risk in the Equipment passes to the Customer on delivery or collection by the Customer. The Customer must ensure safe, lawful and adequate access for delivery and collection.
- 17.2** Hire charges continue until the Equipment is properly off-hired with Equip Hire and is available for collection or returned to Equip Hire, clean, accessible, safe to collect and in acceptable condition. To off-hire, the Customer must contact Equip Hire directly and obtain an off-hire number / confirmation.
- 17.3** Ceasing to use the Equipment, leaving it on site, telling another contractor, or assuming Equip Hire knows the job is finished does not end the hire.

18 Damage, Loss, Theft & Insurance

- 18.1** No damage waiver. Equip Hire does not offer, and this Agreement does not contain, any damage waiver, excess reduction or other term that removes or limits the Customer's liability for loss of, theft of or damage to the Equipment. No quote, invoice, label, message, conversation or employee can create one. A damage waiver could only be offered in a separate written agreement signed by Equip Hire after its insurer has approved it in writing.
- 18.2** Responsibility during the hire. From the start of the Hire Period until the Equipment is returned to, or collected by, Equip Hire, the Customer is responsible for loss of, theft of and damage to the Equipment, except for fair wear and tear, defects existing at the start of the hire, and loss to the extent caused or contributed to by Equip Hire, its employees or a defect in the Equipment.
- 18.3** Equip Hire's insurance. Equip Hire insures its fleet for its own benefit. That insurance does not insure the Customer and does not reduce the Customer's responsibility. The Customer should hold its own insurance for hired plant and public liability.
- 18.4** Insurer recovery rights. If Equip Hire's insurer pays for a loss the Customer is responsible for, the insurer may recover that amount from the Customer. Nothing in this Agreement waives or restricts those rights, and the Customer must co-operate with any recovery.
- 18.5** Direct resolution (no insurance claim). Where Equip Hire does not claim, the Customer must pay Equip Hire's reasonable, evidenced costs of:
- (a)** assessment, repair, parts, labour, freight and recovery of the damaged Equipment;
 - (b)** where repair is not economic, an equivalent replacement of similar age and condition, less any salvage, with no charge for betterment;
 - (c)** net lost hire under clause 18.7; and reasonable, evidenced incident administration.
- 18.6** Claim charge where Equip Hire claims on its insurance. The Customer must pay the actual excess Equip Hire's insurer applies to the Customer-responsible loss (E), plus Equip Hire's evidenced claims-handling costs for that incident (C) up to a further amount equal to E. The claim charge is E + the lesser of E and C: up to twice the actual excess, and only where those costs are shown. It is charged instead of, not as well as, incident administration under 18.5(c). If the insurer applies no excess, there is no claim charge. For reference, the excesses under Equip Hire's current policy are:

Excess under Equip Hire's current policy Amount

Damage to or loss of the Equipment (standard)	1% of the Equipment's sum insured, minimum \$1,000
Added where the operator is under 21	\$800
Added where the operator is 21 to 24, or 25 or over with under 2 years' experience	\$600
Liability to others (property damage, injury, registered items)	\$1,000 (other excesses apply to some claim types)

The excess actually applied is the one the insurer assesses for the event; where one event involves more than one section, the insurer usually applies the largest, not the total. The invoice will show E, C with its evidence, each other cost and every credit.

- 18.7** Lost hire. The Customer must pay Equip Hire's net lost hire for the reasonable time needed to repair or replace damaged Equipment, supported by booking or utilisation records and reduced by costs saved and any substitute hire. Ordinary hire charges and lost hire are never charged for the same days.
- 18.8** No double recovery. Amounts Equip Hire receives for the same loss from its insurer, a bond, salvage, a warranty or any other source are credited. Equip Hire will not keep more than its actual loss; any amount the insurer is entitled to recover is dealt with between the insurer and the Customer.
- 18.9** Non-return. If the Equipment is not returned or made available for collection at the end of the Hire Period, hire continues and Equip Hire will contact the Customer. If it is still not returned within 48 hours after Equip Hire's written demand, Equip Hire may take reasonable steps to locate and recover it, and may report it to police where it reasonably believes it has been stolen or unlawfully kept. The Customer must pay reasonable recovery costs and, if the Equipment is not recovered, its equivalent replacement value under clause 18.5(b). Equip Hire's insurance may not cover theft or keeping of the Equipment by the Customer.
- 18.10** Possession and operators. The Equipment must stay in the Customer's control and be operated only by the Customer's own trained, competent and, where the law requires, licensed workers. The Customer must not sub-hire, lend or part with the Equipment, or let another business operate it, without Equip Hire's written consent.
- 18.11** Conditions of hire. The Equipment must not be: operated by a person affected by alcohol or drugs; used when unsafe or damaged; loaded beyond its rated capacity or used against the manufacturer's instructions or for a purpose it is not designed for; used underground, on a barge or floating platform, or in tidal or flood water; moved from the site named in the Hire Confirmation without Equip Hire's written consent; or left unattended with the keys in it. These are Equip Hire's own conditions; a breach may also affect Equip Hire's insurance.
- 18.12** Operator declaration. Before the hire the Customer must tell Equip Hire the age band and experience of each operator. If an operator differs from the declaration, the claim charge uses the operator's true age and experience.
- 18.13** If something happens. The Customer must stop using damaged Equipment and make it safe; tell Equip Hire within 24 hours with photographs and give a written report within 48 hours; report theft or malicious damage to police and give Equip Hire the event number; keep damaged parts; not repair the Equipment, admit liability or offer payment to anyone without Equip Hire's written consent; and help Equip Hire and its insurer. Equip Hire may notify its insurer of any incident, even if it is later resolved directly, and may share this Agreement and incident details with its insurer and broker.
- 18.14** Invoices and disputes. Damage, lost hire and claim charge invoices are itemised, with the evidence available on request, and are payable within 14 days. An estimate may be issued first and is adjusted to the final cost. The Customer may dispute an invoice by writing to hire@equiphire.com.au within 14 days; Equip Hire will respond with the supporting records.

19 Indemnity

- 19.1** The Customer indemnifies Equip Hire against all claims, loss, damage, injury, death, penalties, costs and expenses arising from the hire, delivery, possession, use, operation, storage or return of the Equipment, except to the extent caused by Equip Hire's negligence.

20 PPSA / Security Interest & Title

- 20.1** This Agreement creates a security interest in the Equipment under the Personal Property Securities Act 2009 (Cth) (PPSA). Equip Hire may register its interest and the Customer must do all things reasonably required to perfect it. To the extent permitted, the Customer waives its right to receive notices and statements under the PPSA.
- 20.2** The Equipment remains the property of Equip Hire at all times. The Customer obtains possession only, never ownership, and must not sell, sub-hire, lend, encumber or part with possession or control without written consent (see clause 18.10).

21 Default & Enforcement

- 21.1** The Customer is in default if it fails to pay on time, breaches this Agreement, or becomes insolvent. On default, Equip Hire may suspend or refuse further hire, recover the Equipment and recover all amounts owing. The Customer permits Equip Hire to enter premises under the Customer's control where the Equipment is located, at reasonable times and with notice where practicable, to inspect or recover it, and indemnifies Equip Hire for doing so except to the extent of Equip Hire's negligence.

22 Debt Recovery & Legal Costs

- 22.1** The Customer must pay all debt-recovery, commission, mercantile-agent and legal costs (on a full indemnity basis) incurred by Equip Hire in recovering amounts owing or enforcing this Agreement.

23 Suspension, Refusal & Termination

- 23.1** Equip Hire may refuse, suspend or cancel any hire or quote at its discretion, including for safety, unsuitable site conditions, non-payment, or withdrawal of credit. This Agreement continues to govern all hires until replaced in writing by Equip Hire. Clauses concerning payment, liability, indemnity, PPSA and recovery survive termination.

24 Governing Law

- 24.1** This Agreement is governed by the laws of New South Wales, Australia. The Customer submits to the jurisdiction of the courts and tribunals of New South Wales in relation to any dispute, debt recovery, enforcement action or claim arising from the hire, use, payment for, loss of, damage to or recovery of the Equipment.

25 Electronic Communication & Signing

- 25.1** This Agreement, any Hire Schedule, quote, invoice, sales order, delivery docket or other hire confirmation may be signed, accepted, issued or communicated electronically. The Customer agrees that electronic signatures, email acceptance, SMS acceptance, purchase orders, payment, delivery requests, possession and use may be relied on as evidence of acceptance, to the extent permitted by the Electronic Transactions Act 2000 (NSW).

26 General

- 26.1** If any clause is unenforceable, it is severed and the remainder continues. Equip Hire's failure to enforce any term is not a waiver. This Agreement, together with each Hire Confirmation, is the entire agreement between the parties for the hire of Equipment.

By signing or accepting this Agreement (including by conduct under clause 4), the Customer confirms it has read, understood and agrees to be bound by it for all present and future hires.

By ticking the single box at the end of this list, I confirm I have read, understood and accept all 20 acknowledgements below:

- I understand this Equipment Hire Agreement applies to future hires.
- I understand future hires may be confirmed by a Hire Schedule, quote, invoice, sales order, email, SMS, purchase order, delivery docket, payment, delivery, possession or use.

- I understand signing may not be required for every future hire if I accept the hire by communication, payment, delivery request, possession or use.
- I confirm I am the Customer or am authorised to sign, accept or act on behalf of the Customer.
- I understand that if I sign, accept, order, request delivery, collect, take possession of or use Equipment on behalf of a company, business, trust, partnership or other entity, that entity may be bound by my actions.
- I understand that if I claim to act for a Customer without authority, I may be personally liable to Equip Hire.
- If I am hiring as an individual, I understand I am personally responsible for all hire obligations, charges, damage, loss and costs.
- I understand that safe use of the Equipment is the Customer's responsibility.
- I understand all required licences, tickets, permits, SWMS, inductions and site safety controls are the Customer's responsibility.
- I understand pre-start and machine safety checks must be completed before each use by a competent person.
- I understand the Equipment must not be used if unsafe, damaged, defective or unsuitable.
- I understand the Equipment must not be used near power lines or electrical hazards unless all required approvals, isolations, exclusion zones and safety controls are in place.
- I understand Equip Hire is not responsible for my work method, operator competency, site supervision, ground conditions, power line clearance or whether the Equipment is suitable for my specific task.
- I understand I remain responsible for the Equipment until it is properly off-hired and collected or returned.
- I understand I am responsible for fuel, charging, cleaning, decal damage, off-hire, site access, waiting time, damage, loss, theft, fines, tolls, infringements, minimum hire charges, rate changes and all other charges connected with the hire.
- I understand Equip Hire may charge additional amounts after the hire ends if Equipment is returned dirty, damaged, low on fuel, flat, inaccessible, late, misused, missing accessories or otherwise not returned as required.
- I understand Equip Hire is not liable for project delays, lost income, business interruption, liquidated damages or consequential loss to the maximum extent permitted by law.
- I understand Equip Hire offers no damage waiver, that I am responsible for loss of, theft of and damage to the Equipment during the hire (clause 18.2), and that Equip Hire's insurer may recover from me what it pays.
- I understand that if Equip Hire claims on its insurance I pay the actual excess plus evidenced claims-handling costs up to one further excess (clause 18.6), plus the other costs in clause 18, with every credit shown and no double recovery.
- I understand the Equipment must not be sub-hired, lent or operated by another business, and that I must report any incident within 24 hours (clauses 18.10 and 18.13).

Signature: on the details and signature page at the end of this document.

27 Execution

Signature: on the details and signature page at the end of this document.

Even without a signature above, the Customer is bound by this Agreement and each Hire Confirmation by accepting a quote or invoice, issuing a purchase order, paying, requesting delivery, taking possession or using the Equipment.

28 Customer Signing

Signature: on the details and signature page at the end of this document.

By signing this document, you confirm you are authorised to accept these terms on behalf of the customer.

Details and signature

Full name of the person signing

Your position or capacity

Business or entity name

ABN

Email for the signed copy

Mobile

Youngest person who will operate the
equipment (25 or older / 21 to 24 / Under
21)

Least experienced operator on this type
of equipment (2 years or more / Less
than 2 years)

Signature

Full name

Position or capacity

Date
