



Kanes Hire Pty Ltd
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ABN 96 001 683 781

Contact Name:.....Phone No. (If different from above).....

Email address (If different from above).....

Take copy of the Customers Driver's License.	Has copy been taken? Yes (circle)	Take copy of the Customers Credit Card.	Has copy been taken? Yes (circle)
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Site Delivery Details	
When would the customer like to have the equipment delivered?	
Day:	Date: Estimated time of arrival:
Is it possible to deliver the equipment before the due date? Yes / No If yes, When?	
Type of Site:	Site Name:
Street Number:	Street Name:
Suburb:	Nearest Cross Street:
<i>Special Instructions:</i>	
<i>This Form has been completed by:</i>	
<i>Date:</i>	
<i>Contract Number:</i>	

Hire Agreement Conditions

1 Definitions

- (a) The "Owner" is Kaness Hire Pty Ltd A.C.N. 001 683 781, A.B.N. 96 001 683 781
- (b) The "Hirer" refers to the person, firm or corporation hiring Plant from the Owner.
- (c) The "Plant" means all equipment, including tools, accessories, consumables and parts supplied to the Hirer.
- (d) "Depot" and "Premises" means the location from which the Hirer collected the Plant from the Owner at its place of business.

2 Calculation of Hire Period

Hire is charged for the time the Plant is out of the possession of the Owner at the Hirer's request (inclusive of weekends and public holidays), not only the time the Plant is used.

3 Minimum Hire Period

The hiring rate is based upon the Plant being hired for the minimum hire period as per the Hirer's pricing schedule. If used in excess, an additional hiring charge shall be applied.

4 Calculation of Hire Charges

Hiring shall commence from the time the Plant is collected by the Hirer from the Owner's premises, until returned to the said premises. In the event of the Hirer failing to return the Plant to the Owner's premises by 8.00 am the following day, the Hirer will be charged an additional amount, as per the Hirer's pricing schedule. Should the Owner agree with the Hirer to deliver and collect the Plant, hire charges shall commence from the time the Plant leaves the Owner's premises until the Owner is notified by the Hirer that the Plant is available for collection, at which time the Owner will give an "OFF-HIRE" number as verification that such notification has been received. The notification shall be given by the Hirer in time for the Plant to be picked up and returned to the Owner's premises by 5.00pm on the day of cessation of hire. However, in the event of insufficient notice being given the Hirer will be held responsible for the safekeeping of the Plant until collection and may be charged an extra hire, at and within the Owner's absolute discretion.

5 Equipment Breakdown

Providing the Hirer notifies the Owner immediately of any Plant breakdown, hiring charges will not be made payable during the time the Plant is not working, unless such condition is due to negligence or misuse on the part of, or attributable to, the Hirer. Such notification does not absolve the Hirer from its requirements to safeguard the Plant and in the event of a breakdown the Hirer shall not repair, or attempt to repair the Plant without the prior consent of the Owner. There is no liability for expenditure, damage, loss or inconvenience caused by the Hirer arising out of any breakdown of the Plant other than arising as a direct result of the negligence of the Owner.

6 Hirer's Responsibilities - The Hirer shall:

(a) Suitability for purpose

Prior to the use of the Plant, satisfy itself as to the condition and suitability of the Plant hired for the purpose required.

(b) Use of Plant

Use of Plant in a skilful and proper manner and only for the purpose and within the capacity for which it was designed, acknowledging that the Owner can give no warranty as to the said capacity.

(c) Licensed operators –

Ensure that the Plant is operated by a suitably certified or licensed operator (whether supplied by the Hirer at its cost, or employed and provided by the Owner) who will work entirely in accordance with the direction of the Hirer or its authorised representative.

(d) Maintenance of Plant

At its own expense, service, clean, fuel, lubricate and maintain the Plant in good and substantial repair and condition, except for prearranged major servicing which will be carried out by the Owner during normal working hours.

(e) Tyre damage

Accept full responsibility for all punctured, deflated or damaged tyres.

(f) Cleaning of plant

Clean the plant properly and thoroughly upon completion of the hire or be charged at and within the absolute discretion of the Owner a cleaning fee as per the Hirer's pricing schedule for any cleaning required to be performed by the Owner or its representative/s.

Hire Agreement Conditions

(g) Safekeeping of Plant

Accept full responsibility for the safekeeping of the Plant, and except as specified hereafter, indemnify the Owner for all loss, theft or damage to the Plant however caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence, failure or omission of the Hirer

(h) Indemnity for loss

Accept full responsibility for, and indemnify the Owner against all claims in respect of any injury to persons, or loss or damage to property arising out of the delivery, servicing, storage, possession or use of the Plant during the hire period however arising, whether from negligence of the Hirer or Owner or otherwise and without limiting the foregoing whether or not the Plant was being operated by a servant of the Owner or any other person whose acts the Owner might be held to be responsible in connection with the operation of the Plant.

(i) No lien over plant

Not to be entitled to claim any lien over the Plant nor sell, transfer, mortgage, charge or encumber in any way the Plant nor, without the Owner's prior written consent, part with possession of the Plant nor assign the benefit of the hire agreement nor remove the Plant or allow it to be removed from the State from which it was hired.

(j) Interference with Plant

Not alter, make additions to, deface or erase any identifying mark, plate or number on or in the Plant or in any other manner interfere with the Plant.

(k) Payment

Pay to the Owner all hire and related charges and other costs as stipulated herein in accordance with the Owner's Payment Terms.

Pay the Owner any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the customer to pay any Charges when due.

(l) Collection costs for plant

Accept responsibility and fully reimburse the Owner for the cost of freight and other charges to retrieve Plant for any reason.

7 Termination

Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this hire agreement:

(a) At any time by giving to the Hirer 24 hours notice of its intention to so terminate, such termination to be effective as of the expiry of the said 24 hours.

(b) Without notice if the Hirer shall commit any breach of the hire agreement, do or admit to be done any act or thing whereby the Owner's rights in the Plant may be prejudiced, or have a winding up petition presented against it or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment of compromise for the benefit of its creditors or its business is placed under official management or if it ceases to carry on business.

Upon termination of this hire agreement the Owner shall be entitled to take possession of the Plant and for this purpose the Hirer irrevocably appoints the Owner as its agent and authorises the Owner to enter on any land or premises owned by or under the control of the Hirer upon which the Plant is then situated and remove the plant and agrees to indemnify the Owner in respect of any claims, damages and expenses arising out of any action taken under this condition.

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8 Theft, loss or damage

The hirer is responsible for the theft, loss and damage to Plant and/or its attached tools and accessories whilst on hire and the costs of replacement or repairs to such will be charged to the Hirer.

9 Owners liability

Hire Agreement Conditions

Certain conditions and warranties may be implied into the hire agreement by the Federal and State legislation and these conditions are to be read subject to such legislation but no other conditions or warranties shall be implied in these conditions of hire. However the Owner and Hirer agree that in the event of the Hirer suffering any loss, damage or claim howsoever arising as a result of hiring the Plant, including without limitation in respect of delay or inconvenience arising out of any breakdown, failure or defect in plant, the liability of the Owner is limited to the repair or replacement of the Plant and is not to include economic or consequential damages of any nature whatsoever.

10 Authority

The person signing the document for and on behalf of the Hirer hereby covenants with the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Owner to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person so signing this agreement failing to have such power and authority.

11 Time for Payment

Payment in full for all hiring charges and any other amounts payable in accordance with these conditions of hire is required 30 days from the date of invoice. No claims for credit will be recognised after 14 days from the date of invoice.

12 Change to hire rates

The Owner reserves the right to revise the Schedule of Hire Rates and related charges without notice.

13 Motor vehicle use

In the case of the hire of a motor vehicle the Hirer shall insure and warrants to the Owner that the driver of the motor vehicle is aged over the 21 years, holds a current motor vehicle driving licence valid in the State of hire for the class required by law to drive the motor vehicle, has not been convicted of any offence relating to the driving of a motor vehicle under the influence of drugs or with more than the legally prescribed level of alcohol content and has not been refused any motor vehicle insurance. The Hirer shall forthwith pay all fines, penalties and other charges arising out of the use of the motor vehicle and shall reimburse the Owner where it has made such payment. The Hirer shall return all motor vehicles with a full tank of fuel or pay the Owner the cost of filling same.

14 Interest on late payment

The Owner shall be entitled to charge interest on all amounts not paid by the Hirer by the due date at the rate per annum equal to 1% plus the Westpac commercial overdraft interest rate on accommodation in excess of \$100,000.00.

15 Authority to complete credit card dockets and cheques

In the event that the Owner makes a precondition of any hire that payment of hire charges and any other amount in accordance with these conditions of hire is to be made by way of lodgement of blank cheque from the Hirer or alternatively the placement of a signed but incomplete credit card docket then the Hirer authorises and directs the representatives of the Owner to complete the cheque or credit card docket by filling in the amount of money owing for the period of hire pursuant to the terms stated in the conditions of hire agreement. Provided that the sum calculated and detailed on the cheque or credit card docket is in accordance with the terms and conditions of hire then the Hirer agrees that it will not dispute such sum or seek to cancel the payment of such sum.