

Notice to Customers

Printed below are our company's Conditions of Hire which are also printed on the rear of all of our Hire Agreement Dockets which customers are required to sign when hiring equipment. Customers who are not already familiar with these Conditions should read and understand them before hiring any equipment. When you sign one of our Hire Agreement Dockets you are agreeing to be bound by these Conditions as is clearly stated on the docket where you sign. If you do not fully understand any aspects of these Conditions our shop staff will be pleased to explain in detail anything you need to know.

Conditions of Hire

The Person or Company hiring the machinery (hereinafter called the Hirer) hereby agrees with Hire Here Ltd (hereinafter called the Owner), that the machinery hired to them by the owner shall be hired subject to the following conditions.

- 1 During the continuance of the hire period the Hirer shall make good to the Owner on a reinstatement as new basis all loss, theft, destruction of or irreparable damage to the machinery from whatever cause arising and whether or not such loss etc results from the negligence of the hirer.
- 2 Notwithstanding the terms of condition (1) the Hirer shall return such machinery to the Owners in as good a condition as on date of issue of agreement, normal wear and tear accepted.
- 3 In the event of loss, theft, destruction of or any damage to the machinery there shall be no effect on the continuance of the hiring contract or of the Hirer's liability for payment of hire charges prevailing at the time of such loss etc. until there is full compensation for the loss etc. caused to the machinery.
- 4 Hirer uses all machinery and accessories completely at his own risk.
- 5 Hirer to be satisfied that machinery is in good working order on signing this agreement.
- 6 Hirer to be responsible for all transport charges, and cleaning charges.
- 7 The Hirer hereby authorises the Owner (upon production of this document) to enter upon any premises wherein the Owner reasonably believes any Plant, or any part thereof, to be and if, and insofar as, the Owner in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.
- 8 Hirer shall be responsible for all machinery and accessories while same are on hire to him.
- 9 The Owner shall not be liable for any consequential expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of the late delivery, non-delivery, unsuitability, or repossession of the Plant or any part thereof, or any breakdown or stoppage of same.
- 10 The Hirer's responsibility to commence when machinery leaves our premises and cannot be concluded until returned thereto and an official receipt of the Owner issued against them. Termination of a hire agreement by telephone shall not be acceptable.
- 11 The Hirer shall be responsible for loading and unloading the Plant at the address specified by the Hirer, and likewise at the Owner's premises when transported by the Hirer, or his agent, and any person supplied by the Owner shall be deemed to be an employee of the Hirer at such times.
- 12 The person signing the contract warrants that he has authority of the Hirer to make this contract on the Hirer's behalf. The said person hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so.
- 13 Should any term in this contract be held to be invalid such invalidation will not affect the validity of the remaining terms.
- 14 The Hirer shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the hire delivery, use, misuse, non-use, repossession, collection, return or non-return of the plant or part thereof whether or not such a claim results from the negligence, omission, default or any other act of the Hirer and in respect of all costs and charges in connection therewith whether arising under statute or common law.
- 15 Interest will be charged on all overdue accounts at the rate of 1½% per month.
- 16 RESERVATION OF TITLE: The ownership of the goods to be delivered by the Seller will only be transferred to the Purchaser when full payment for the goods is made to the Seller. The Seller and the Purchaser agree that if the Purchaser should make a new object or objects, from the material the Seller will be given Ownership of same as surety of the full payment of what the Purchaser owes to the Seller.