

# Terms & Conditions



2024 update

*The following are the terms and conditions of our rental policy, by agreeing to the below you are in a legally binding contract until the conclusion of the hire period.*

*Agree to the storing of your Victorian Drivers License and car registration details throughout the duration of hire.*

*Agree to the storing of your credit/debit card details throughout the duration of the hire.*

## Conditions

Hire charges shall commence from the time the plant is collected by the hirer from the owner's premises, until returned to said premises. Should the owner agree with the hirer to deliver and collect the plant, hire charges shall commence from the time the plant leaves the owners premises until the owner is notified by the hirer the plant is available for collection.

In the event of the hirer failing to return the plant to the owner's premises within the contracted time frame (unless prior arrangements have been made), the hirer will be charged for the first 4 overdue hours (\$40 per hour) then full day rate.

The hirer shall pay the owner's hire charges from the time the equipment leaves the owner's premises until the time of return of the equipment to the owner in a fully operational condition unless agreed upon differently and confirmed in writing by the owner. The equipment has been inspected by the hirer and accepted in good working order and condition. The hirer is responsible for the care and safety of the equipment throughout the duration of hire. The hirer agrees to pay the owner for any equipment lost or stolen while on hire at rates invoiced by owner, and repairs to equipment damaged while on hire as invoiced by the owner.

The hirer shall:

- a) Determine the condition and suitability of the plant hired for the purpose required, and selected the correct plant for the job.

- b) Use the plant in a skillful 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) Ensure that the plant is operated by a suitably certified operator (whether supplied by the hirer, or employed and provided by the owner), who will work entirely in accordance with the direction of the hirer.
- d) At its own expense – clean, fuel and maintain the plant in good and substantial repair and condition (reasonable wear and tear expected – unless caused by negligence or misuse on the part of or attributable to the Hirer) – except for prearranged major servicing which will be carried out by the owner during normal working hours.
- e) Accept full responsibility for all flat and/or damaged tyres.
- f) Clean the plant upon completion of the hire period or be charged a cleaning fee at the rate of \$40 for any cleaning required by the owner.
- g) Accept full responsibility for the safe keeping of the plant, and except as specified hereafter, indemnify the owner of all loss, theft or damage to the plant however caused.
- h) Accept full responsibility for, and indemnify the owner against all claims in respect of any injury to persons, or damage to property arising out of the use of the Plant during the hire period however arising, whether from negligence of the hirer or owner or otherwise.
- i) Not be entitled to a lien over the plant, nor without the owner's prior written consent part with possession of the plant or assign the benefit of the hire agreement, nor remove the plant or allow it to be removed from the state.
- j) Not alter, make any 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) Hirer accepts the full replacement or reinstatement costs (whichever is applicable) for the loss, theft or damage to the owner's plant.
- l) Pay to the owner all hire charges and other costs.

By agreeing to hire, you are taking full responsibility that all machines are secured to trailers in the correct manner for the term of the hire. It is your responsibility to ensure that all trailers are correctly attached to your vehicle and secure loads in compliance to all Vic Roads load regulations. Trailers must be attached to tow vehicle when loading and unloading machines. Storing machines on trailers, whilst unattached to tow vehicle is not recommended. If your tow bar rating is less than the required rating, you will not be allowed to take machine. If taking machines on your own trailers, you accept full responsibility for any damage, and its method of tie down. The hirer agrees to return machines refueled and is aware that they will be charged on supplied credit card for any refueling. Damaged or flat tyres will also be charged to the hirer, as well as cleaning charges.

No Equipment stand downs will be offered due to the weather conditions of the day.

All hires must be paid for with a valid credit/debit card, which will be recorded in lieu of deposit, and used for ongoing hire costs, including fuel, late fees and damage found after return, with

receipts emailed/posted. All **overdue accounts that exceed trading terms will be passed on to debt recovery with additional charges passed onto the hirer.**

- *Please return full of fuel or charges will apply*
- *Unwashed plant charges \$40 will be apply*

