

# WAYCOOL EARTHWERX

28 Banning Avenue Brinsmead Qld 4870 Ph 0408 654 973 ABN: 36514201735 BN#BN20751515

## NOTICE TO HIRERS

***Our insurer has agreed to extend our Contractors Plant & machinery policy (not the Public Liability policy) to cover you, subject to the terms and conditions in the policy. A copy of the policy is available for your perusal.***

***Principally, it is your obligation to ensure that the plant is, at all times, operated in a prudent manner and in compliance with all manufactures' operation guidelines and instructions, Workplace Health and Safety regulations and in compliance with all statues. The policy also contains specials conditions for younglinexperienced operators. It is vital you comply to these conditions.***

***If you do not comply to these conditions, you may be held responsible for any loss or damage and our insurers may seek recovery of any losses from you. Alternatively, should a claim be paid but with additional excess or other monetary penalty due to your non-compliance, we will hold you responsible for such additional sums.***

***In the event of a claim you will be responsible for any excess applicable to the policy. Please take note of additional theft excesses which may apply should adequate security precautions not be taken by you or your employees.***

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## DRY HIRE CONDITIONS

**“The plant” is the equipment described overleaf, including tools, accessories and spare parts described therewith. “The Owner” means Waycool Earthwerx or persons acting on their behalf. “The hirer” means the person or company named overleaf.**

**Hire Charges shall commence from the time the Plant is collected by the Hirer from the Owners premises until returned to the said premises, but if the Owner agrees to make delivery and collection, hire charges will commence from the time the Plant leaves the Owners premises until the Plant is returned to the Owners premises. In the event of the Hirer requesting the Owner to transport the plant to or from the Owners premises the Hirer shall pay the Owner charges and expenses incurred by the Owner in delivering, installing and/or collecting the Plant in addition to the hire charges**

**Hire rates are based on the following periods of hire and hours of usage.**

- (a) A day of 8 hours use over a period of 24 hrs**
- (b) A week of 40 hrs use over a period of 5 days**
- (c) A month of 160hrs over a period of 4 weeks**

**If the Hirer uses the Plant outside the hrs shown above they will be liable to pay the Owner for excess on a pro rata basis at the discretion of the Owner.**

**In the event of any failure of the hired plant, of any nature whatsoever, the Hirer shall immediately notify the Owner.**

**The Hirer shall:**

- (a) Supply the necessary operator and pay their wages.**
- (b) Use the plant in a skilful and proper manner and only for the purposes and within the capacity for which it was designed.**
- (c) At their expenses service, clean and maintain the Plant, in good and substantial repair and condition, reasonable wear and tear excepted, and supply all fuel, oil, and grease necessary for operation, service and maintenance of the Plant.**
- (d) Clean the Plant on completion of the hire period or be charged with a cleaning fee and repainting fee if necessary for any cleaning or repainting required by the Owner**
- (e) Accept full responsibility for the safe keeping of the Plant and shall indemnify the Owner for all loss of, or damage to the Plant however caused.**
- (f) Accept full responsibility for and indemnify the Owner against all claims in of respect of any injury to persons or damage to property however caused, arising out of the use of the Plant during the hire period.**
- (g) Return the Plant in a serviced condition as to be ready to be returned to work: Refueled, greased and levels checked etc.**
- (h) Pay all hire charges and other charges as stated on the invoice within 7 days of acceptance.**

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If the Hirer requires the Owner to make delivery of the Plant, the Owner hereby undertakes that it will use its best endeavors to have the Plant delivered by the said time but the Owner will not be liable to the Hirer for the late delivery, non-delivery or any loss or damage occasioned to the Hirer for such late or non-delivery.

The Hirer shall not in any way part with possession of the Plant, nor assign this hire contract, nor remove the Plant from the State without prior consent of the Owner.

Without prejudice to any other remedies the Owner may have against the Hirer, and notwithstanding the period of hire overleaf, this hire contract may be terminated by the Owner.

- (a) Upon giving to the Hirer two days written notice of termination at any time during the period of hire.
- (b) Without notice if the Hirer shall have winding-up petition presented against it, or be wound up or go into voluntary liquidation or if a receiver of its assets or any of them is appointed or if it makes an assignment or if it ceases to carry on business.
- (c) Without notice if the Hirer shall commit any breach of this contract.

Upon termination the Owner shall be entitled without notice to take possession of the Plant, for which purpose the Hirer hereby irrevocably appoints the Owner as its agent for collection and licenses the Owner to enter any land or premises of the Hirer or under their control upon which the Plant is situated at the time of the termination.

The Owner shall not be responsible or liable to the Hirer, whether on the grounds of breach of contract, contractual duty or on the grounds of negligence for any loss of defects in or malfunction, breakdown or failure of performance of the Plant, and the Hirer exonerates and releases the Owner from all claims and demands in respect thereof.

The Hirer shall be responsible for loss or damage to the Plant from any cause whatsoever apart from fair wear and tear. The Hirer shall be subject to the terms and conditions of the Owners machinery insurance policy, a copy is available for inspection on request. In the event of a claim being made under this insurance the Hirer is responsible for the payment of the policy excess applicable at the time. **HIRE CHARGES WILL CONTINUE UNTIL THE PLANT IS REPAIRED** to the Owners satisfaction or the claim is settled in some other way.

The Owner reserves the right at any time without notice to revise the hire rate charges.

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It is hereby agreed that any individual signing this agreement as a representative or agent for the company which he/she is employed, herewith known as the Hirer, shall thereby make said company liable for full payment of all rental charges or any other costs that might be incurred against any equipment hire by the Owner and accepts on the Hirer's behalf the terms and conditions of this contract.

On termination of hire for any reason whatsoever, should the Owner be unable to gain access to the plant for any reason hire will continue at the agreed rate until access is available.

The Hirer on request by the Owner shall advise him of the current location of the Plant and grant access to it.

The machine has been fitted with an anti-theft locating device for precautionary measures.

A \$50.00 Cleaning fee will be incurred if the machine is returned in unsatisfactory condition.

Diesel will be charged at current value plus 25 cents per litre if tanks are bought back unfilled.

Insurance excesses are:

**MATERIAL DAMAGE:**

Minimum \$500 (Plant)

Minimum \$1,000 (Trailer)

**THEFT: \$2,500 Minimum each and every loss per unit**

**AGE/EXPERIENCE: Doubled if an operator is under 25 yrs**

**or has less than 2000hrs experience on similar machine.**

Copy of Insurance Policy is available for hirers perusal.

Liability insurance is not included as it is the responsibility of the hirer.

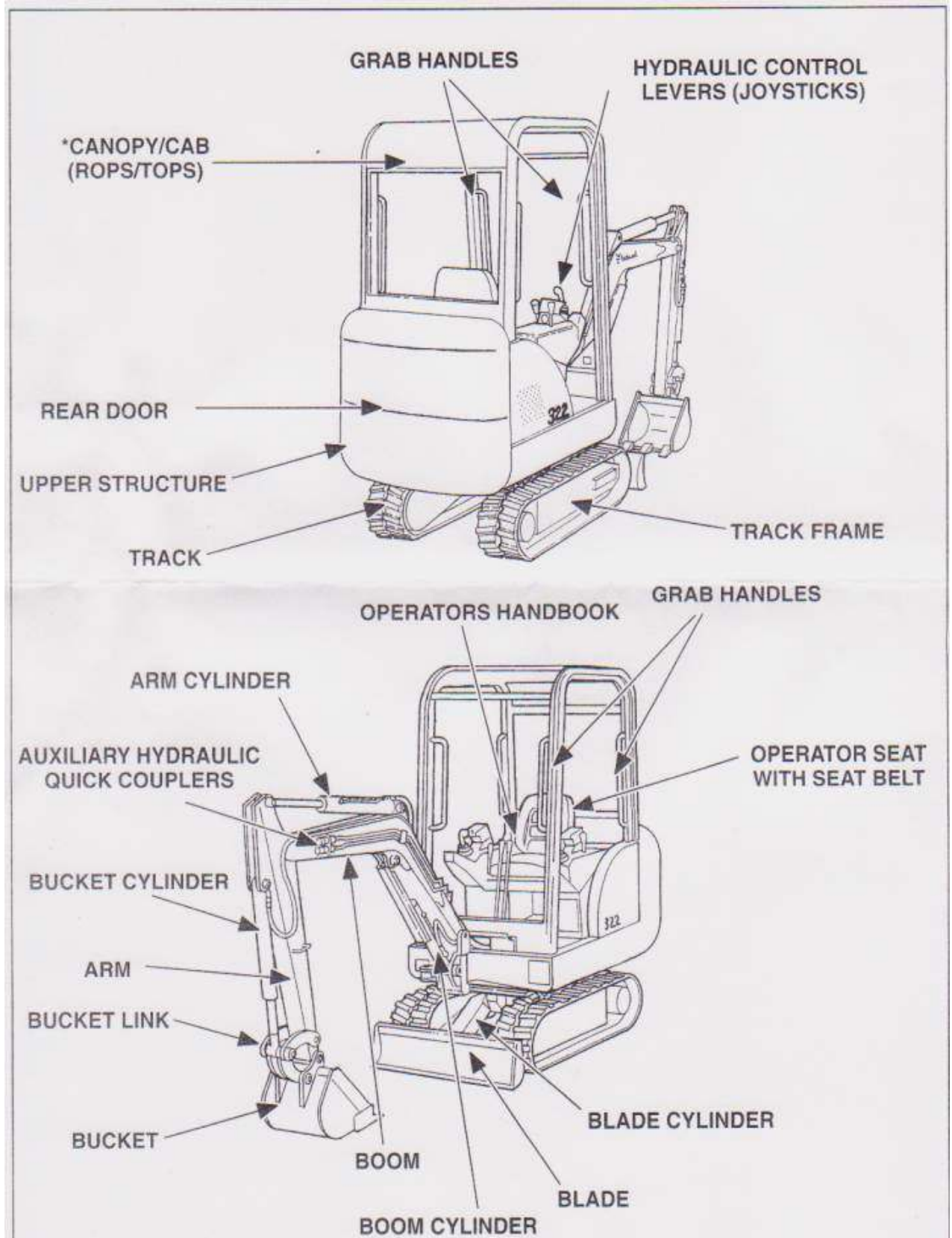
**SEATBELT IS TO BE WORN AT ALL TIME WHILST OPERATING THE MACHINE**

**TRAILER IS TO BE SECURED TO VEHICLE AT ALL TIMES WHILST LOADING OR UNLOADING MACHINE**

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## DRY HIRE CONDITIONS

**Equipment supplied:**

	Supplied	Initial	Returned	Initial
• Excavator/trailer combo				
• 990 mud bucket				
• 450 trench bucket				
• 300 trench bucket				
• 220 trench bucket				
• Ripper				
• 20L Jerry can				
• Grease gun				
• Blade extensions				
• Fuel Level in Machine				
• Fuel level in Jerry Can				
• Hrs on Machine				
• Time of Hire				
•				
•				
•				
•				
• Vehicle Rego Number				
• Drivers Licence				
• Personal details				

**Signed for and on behalf of WAYCOOL EARTHWERX**

**Dated**

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**I hereby confirm that I have read fully, understand and accept the Conditions as stated herein.**

**Signed for and on behalf of:**

**Dated**

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