

Hire Agreement

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Client Details					
Company Name:				Date:	/ /
ABN					
Address:					
City / Town:		State:		Postcode:	
Contact Name:			Order #:		
Contact Mobile:			Contact Office:		

Hire Details					
Site Address:					
City / Town:		State:		Postcode:	
Equipment Hire	Service Schedule:		Min. Hours	Rate	
	Basic Service By MCA				
Float Required:			Float Charge:	\$ one / each way	
Hire Commences:			Expected Off Hire:		
Damages:	<i>Please read terms and conditions of hire</i>				

Hire Acceptance:			
Signature:		Position:	
Print Name:		Date:	/ /

Hire Checklist

- Please place an X in the appropriate box. If not applicable to the hired equipment please place N/A in both boxes.

Responsibility	MCA	Client
Mobilisation/Demobilisation/Assembly/Disassembly Costs		
Cranage/Tyre Handler (If required)		
Fuel - Machine to be returned with same fuel level as hire commencement		
Replacement Ground Engaging Tools - Normal wear & tear only		
Machine Inspection at commencement of hire (photos to be saved)		
Tyre/Track Inspection at Commencement of hire (photos to be saved)		
Operator to be fully ticketed to operate machine		
Operator Pre-start checklist to be complete every day prior to work commencing		
Monitoring of Pre-start checklist being completed		
Use of workshop facilities for servicing and repairs		
Daily Servicing including, greasing, water, oil and coolants		
Pre-start Check sheet are to be forwarded to MCA weekly.		
250 Hour servicing including part, labour and oils		
Major Servicing 500/1000 hour including parts and labour		
Minor repairs up to \$500		
Modification for site conformance		
Major repairs or Breakdowns (caused from mechanical not operator error)		
Track/Tyre wear and tear		
Track/Tyre damage repair and replacement		
Body/ Blade /Bucket/ Ripper damage		
Panel/ Glass Damage and replacement		
Machine Cleaning		
Machine Inspection on completion of hire		
Tyre Track Inspection on completion of hire		
Insurance - Fire and Theft		
Insurance - Impact damage		
Insurance - Public Liability (covering plant operation)		
Hours to be reported weekly/monthly		

Hire Acceptance:

Signature:		Position:	
Print Name:		Date:	/ /

Terms and Conditions of Hire

1. Hire Agreement between YOU and US

These terms of hire, together with:

- a) any credit application You completed and submit to Us;
 - b) any Guarantee, Indemnity and Charge You completed and submitted to Us;
 - c) each Hire Schedule provided to You by Us, whether signed or not; and
 - d) any Special Terms specific to the type of Equipment You have hired attached to Your Hire Schedule,
- Make up the Hire Agreement between You and Us. The provision or acceptance of a Hire Schedule shall not form a separate agreement between You and Us, but shall constitute part of this Hire Agreement. It is important that You read and understand all of the terms and conditions of the Hire Agreement before hiring from Us. If you have any questions please ask.

2. Definitions

'Equipment' means any of Our equipment, including but not limited to vehicles, cranes, heavy earth moving, winders, drilling platforms, any associated or attached tools. 'LTD Waiver' means loss, theft and damage waiver that limits your liability in certain circumstances.

'PPSR' means personal propriety security register

3. Our Hire Commitment to You

We agree to hire You the Equipment and will;

- a) Provide the Equipment to You in good working order; and
- b) Allow you to exclusively use the Equipment during the hire period.

4. The Hire Period

4.1 The hire period commences when, either;

- a) You take possession of the Equipment OR
 - b) If You request delivery and collection of the Equipment, the time We deliver the Equipment to the address You provide Us in the Hire Schedule, whichever occurs first.
- 4.2 The hire period is for an indefinite term and ends when the Equipment is back in Our custody and possession.

4.3 The hire period includes weekends and public holidays

4.4 The hire period can only be changed if You request a variation and We agree to that variation in writing.

5.0 How We Calculate Your Hire Charges

5.1 You will pay Us for the hire of the Equipment at the hire charge rates set out in the Hire Schedule

5.2 The Hire Schedule will specify the type of rate which will apply to You and the method of calculation

5.3 Hire rates are based on the following periods of hire and hours of usage;

- a) A day of 12 hours use over a continuous 24 hour period.
- b) A week of 84 hours use over a continuous 7 day period
- c) A month of 160 hours over a continuous 4 week period.

Usage in excess of these over the invoicing period will be charged pro-rata.

5.4 We reserve the right to charge for a minimum period of hire for certain types of

Equipment, but We will advise You of any minimum hire periods before You commence the hire.

6.0 Other Charges

In addition to hire charges, You agree that You will be require to pay:

- a) For any consumables, fuel or trade materials We supply to You;
- b) If you require Us to deliver, collect or install the Equipment, the cost of delivery, collection or installation, as detailed in the Hire Schedule
- c) If You do not return the Equipment in clean and good working condition, charges for the cleaning and repair of the Equipment
- d) Any other applicable levies, fines, penalties and any other government charges arising out of Your use of the Equipment

7.0 Payment

7.1 You must pay all fees, charges and costs that become due and payable under this Hire Agreement within 14 days of the date of invoice.

7.2 If You do not pay the invoice in full by the payment due date, We reserve the right to charge, in addition to any other costs recoverable under this Hire Agreement

7.3 10% interest will be calculated monthly, on the total overdue amount.

7.4 any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs) incurred by Us in recovering any unpaid amounts under this Hire Agreement.

8.0 Your obligation to Us

8.1 This Hire Agreement is personal to You and so You must not allow nor authorise any other person or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed by Us in writing.

8.2 It is important to take care of the Equipment during the hire period. You must;

- a) Clean, fuel, lubricate and keep the Equipment in good condition and in accordance with the manufacturer's and Our instructions at Your own cost;
- b) Not in any way alter, modify, tamper with, damage or repair the Equipment without Our prior written consent; and
- c) Not deface, remove, vary or erase any identifying marks, plates, number, notices or safety information, on the Equipment.

8.3 At all times during the Hire period, You must store the Equipment safely and securely and protected from theft, seizure, loss or damage

8.4 You will allow Us to enter Your premises and inspect the Equipment from time to time during the hiring period. You can also request to conduct a joint inspection of the Equipment with Us at the end of the hire period.

8.5 You must not remove the Equipment from the State or Territory in which you hired it without Our written consent.

8.6 Any electrical Equipment provided by Us will be tested and tagged before it is hired to You, but You are responsible for arranging the re-testing and re-tagging of any electrical Equipment in accordance with the manufacturer's instructions and the applicable Australian Standards and

Regulatory Authority requirements at Your cost.

8.7 If, at Your request, We supply an operator to operate the Equipment ('Operator'):

- a) The Operator will be under Your direction and control during the Hire Period and will comply with Your reasonable directions;
- b) We will not, while the Operator is working under Your direction and control, seek to direct or supervise any of the work undertaken by the Operator;
- c) We will not be liable to You for any acts or omissions of the Operator where they are acting under your direction and control during the hire period
- d) You will not allow any other person to operate the equipment without Our prior written consent.

9.0 Remember We Own the Equipment

9.1 You acknowledge that We own the Equipment and in all circumstances We retain title to the Equipment (even if You go into liquidation or become bankrupt during the Hire Period). Your rights to use the Equipment are as a bailee only.

9.2 You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with the Equipment in any way.

10. PPSA

10.1 You consent to Us affecting and maintaining a registration on the register in relation to any security interest contemplated or constituted by this Hire Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment and You agree to sign any documents and provide all assistance and information to Us required to facilitate the registration and maintenance of any security interest. We may at any time register a financing statement or financing change statement in respect of a security interest. You waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Equipment.

10.2 For the purpose of section 20(2) of the PPS Act, the collateral is Equipment including any Equipment which is described in any Hire Schedule provided by Us to You from time to time. This Hire Agreement is a security agreement for the purpose of the PPS Act.

10.3 You agree to notify US in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.

11. Responsibility for the Equipment

You are responsible for the Equipment for the Hire Period.

12. Return of Equipment

12.1 You must return the Equipment to Us in the same clean condition and good working order it was in when You received it, ordinary fair wear and tear excluded. If You do not properly clean the Equipment, We will charge You a cleaning cost.

12.2 It is Your responsibility to return the Equipment in good working condition to the

Terms and Conditions of Hire

MCA Engineering Branch You hired it from during normal business hours.

12.3 If You have requested, and We have agreed, to collect the Equipment from You, You must ensure it is kept safe and secure until the time of collection.

13. What To Do If The Equipment Breaks down

13.1 In the event that the Equipment breaks down or becomes unsafe to use during the Hire Period You must:

- a)** Immediately stop using the Equipment and notify Us;
- b)** Take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
- c)** Take all steps necessary to prevent further damage to the Equipment itself; and
- d)** Not repair or attempt to repair the Equipment without Our written consent.

13.2 Except if clause 14.1 applies, upon receiving notice from You under clause 12.1 We will;

- a)** Take all steps necessary to repair the equipment or provide suitable substitute Equipment as soon as reasonably possible after being notified by You; and
- b)** Not impose a hire charge for that portion of the Hire Period for which the Equipment was broken down or unsafe, nor the costs associated with any repair or replacement of the Equipment.

14. What To Do If The Equipment is Lost, Stolen Or Damaged,

14.1 If the Equipment has broken down or become unsafe to use as a result of Your negligence or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Hire Period, You will be liable for;

- a)** any costs incurred by Us to recover and repair or replace the Equipment and
- b)** the hire charges for that portion of the Hire Period during which the Equipment is being recovered and repaired or replaced, except where You have paid an LTD Waiver fee, in which case Your liability is subject to clause 15 below.

14.2 Provided that You pay the costs and charges described in clause 14.1, We will return the Equipment to You once it has been repaired or replaced, and You will continue to pay the hire charges for the remainder of the Hire Period

15. Loss Theft Damage Waiver

15.1 Loss Theft Damage Waiver (LTD Waiver) is not insurance, but is an agreement by Us to limit Your liability in certain circumstances for loss, theft, damage to Our Equipment to an amount called the LTD Waiver fee The LTD Waiver fee is explained below.

15.2 An LTD Waiver Fee will be automatically charged to You in addition to Your hire charges and is set out in Your Hire Schedule.

15.3 You are not required to pay the LTD Waiver Fee if You produce a certificate of currency for an appropriate policy of insurance that covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the full new replacement value of the equipment.

15.4 Where You have paid the LTD Waiver Fee, We will waiver Our right to claim against

You for loss, theft or damage to the Equipment if;

- a)** You have promptly reported the incident to the police and provide Us with a written police report;
- b)** You have co-operated with Us and provided Us with the details of the incident, including any written or photographic evidence We require;
- c)** the loss, theft or damage does not fall into one or more of the circumstances set out in clause 15.6 and
- d)** You have paid Us the LTD Waiver fee.

15.5 Even if You have paid the LTD Waiver Fee, We will not waive Our rights to claim against You for loss, theft or damage to the Equipment and LTD Waiver will not apply if the loss, theft or damage;

- a)** has arisen as a result of Your breach of a clause of this Hire Agreement;
- b)** has been caused by Your negligent act or omission;
- c)** has arisen as a result of Your use of the Equipment in violation of any laws;
- d)** has been caused by Your failure to use the Equipment for its intended purpose or in accordance with Our instructions or the Manufacturer's instructions;
- e)** occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- f)** has been caused by a lack of lubrication or a failure to properly service or maintain of Equipment.
- g)** has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance
- h)** has been caused by the overloading of the Equipment or any components thereof;
- i)** is to motors or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical Equipment;
- j)** is caused by vandalism;
- k)** is to tyres of tubes OR
- l)** is to glass

16. When This Hire Agreement Terminates

16.1 Either party may terminate this Hire Agreement and any Hire Period immediately by giving notice to the other party, if;

- a)** that other party breaches any terms of the Hire Agreement and fails to remedy the breach within 14 days of written notification of the breach or;
- b)** that other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business

16.2 We may terminate the Hire Agreement and any Hire Period for any other reason on 24 hours notice.

16.3 These rights of termination are in addition to any other rights either party has under the Hire Agreement and does not exclude any right or remedy under law or equity

17. Entire Agreement

The Hire Agreement as defined in clause 1, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the hire of the Equipment unless agreed in writing by the parties.

18. Signing the Hire Agreement

18.1 The person signing any documentation which forms part of the Hire Agreement for and on behalf of You hereby warrants that he or she has Your authority to enter into the Hire Agreement on Your behalf and grant the security interests in connection with it and s empowered to bind You to the Hire Agreement and each security interest granted in connection with it.

18.2 The person signing this Hire Agreement indemnifies Us against all losses, costs and claims incurred by Us arising out of the person so signing the Hire Agreement not in fact having such power and/or authority.

**Signed for and on behalf of
MCA Engineering Pty Ltd**

.....
Signed

.....
Date

**I hereby confirm that I have read,
understand and accept the
conditions as stated herein**

.....
Signed

.....
Behalf of

.....
Date