



Mandurah Excavator Hire
113 Bortolo Drive
Greenfields 6210
0439 167 329

bookings@mandurahexcavatorhire.com.au

This Agreement is made on the/....../.....

Between : Peel Property Solutions Pty Ltd ; ta Mandurah Excavator Hire

Of : 113 Bortolo Drive, Greenfields WA, 6210

And (Hirer)

Address:
.....

Email:

Tel No:

Executed as an Agreement

For and on behalf Hire (" The Owner')

Authorised Persons : Mr Kale Mladenovic / Mr James Mudd

Signature: Date:/....../.....

Hirer Name:

Hirer D/L No:

Hirer Signature: Date:/....../.....

Plant & Equipment Supplied: JCB 18Z-1 & 3 buckets with plant trailer.

Additional Attachments:

Hire Fee: \$.....

Hire period:/....../.....

Terms And conditions

Use, operations and Maintenance

Recitals

- R1. The owner is the proprietor of the plant and equipment ("equipment") listed in this schedule to this Agreement ("Schedule").
- R2. The hirer will hire the equipment specified in the schedule form.

Operative Part

- 1. The hiring of the equipment will commence from the commencement date specified in the schedule and continue for the term specified in the schedule. The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.
The hirer agrees to return the goods to the address of the owner on or before the end of the hire period outlined in the schedule.
The owner will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of the reason.

Payment For Rentals

- 2. The hirer agrees to pay the owner the hire fee specified in the schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.
The Hire fee must be paid to the owner prior to or on the commencement date of the hire period.
- 3. The hirer agrees that the use of the equipment carries with it the danger and risk of injury and the hirer agrees to accept all dangers and risks. The equipment shall not be used by anyone other than the hirer without the expressed permission of the owner.
 - 3.3 The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.
 - 3.4 The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
 - 3.5 The hirer shall ensure the equipment is returned to the owner clean of soil and any other foreign matter and any spray tanks and spray equipment shall be thoroughly cleaned. Fuel tanks on any equipment shall be full of fuel when the equipment is returned to the owner. In the event these requirements are not complied with the hirer shall pay the owner the reasonable cost of compliance with these requirements.

Hirer's Warranties

- 4. The hirer warrants that:
 - 1.1 the equipment will be used in accordance with the conditions outlined in the schedule;
 - 1.2 the particulars in the schedule are correct in every respect and are not misleading in any way including, without limitations by omissions;
 - 1.3 the hirer holds a valid current driving license, operating license or permit valid for the type of equipment hired;
 - 1.4 the equipment will not be used for any illegal purpose;
 - 1.5 the hirer vehicle is suitable for towing the equipment;
 - 1.6 the hirer will not, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
 - 1.7 the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer purpose.

Indemnity

- 5. To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

Loss, Damage or breakdown of plant and equipment

- 6. The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss of damage occurred (fair wear and tear expected) during the hire period.
- 6.1 If there is a breakdown or failure of the equipment then the hirer shall return the equipment to the owner at the hirer's expense and the hirer shall not attempt to repair the equipment.

Insurance

- 7. The owner will maintain current insurance policies in respect of the equipment to its full insurable value.

Liability

- 8. The hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or death of persons and any damage to property howsoever arising from the hirer 's possession, use, maintenance, repair or storage of the equipment

Disclaimer

- 9. To the extent permitted by law the owner disclaimers all liability for and does not give any warranties to the hire as to the condition of the equipment.

Title of Goods

- 10. The hirer acknowledges that the owner retains title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer does not have any right to pledge the owner's credit in connection with the goods and agrees not to do so.
- 10.1 The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of the equipment.

Repossession

- 11. The owner may retake possession of the equipment is the hirer breaches any provision of the agreement, notwithstanding anything else herein contained.
- 11.1 If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

Completion of the hire period

- 12. The hire period is completed when the equipment has been returned to the owner;
 - 1.1 in the same condition as when it was hired; and
 - 1.2 on or by the date and time outlined in the schedule.

Non- Merger

- 13. The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

Severance

- 14. If any provision of this agreement is wholly or part invalid, unenforceable, illegal, void or voidable, this agreement must be constructed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance

Governing Law

- 15. The agreement is governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction if the courts exercising jurisdiction there in connection with matters concerning this Agreement.

Interpretation

- 16. In this Agreement, unless the context otherwise requires:
 - 16.1 A reference to the singular includes the plural and vice versa;
 - 16.2 A reference to pay any party to this Agreement includes the party's executors, administration, successors or permitted assigns, and where applicable, its savants and agents.
 - 16.3 A reference to an individual shall include corporations and vice versa; and
 - 16.4 If a word or expression is defined, its other grammatical forms have a corresponding meaning

If this Agreement, headings are for convenience only and do not affect.

If Not returned or returned in not the condition they where hired out the following charges will accrue:

- 17.1 R clips \$50.00 per clips
- 17.2 Straps \$20.00 per strap
- 17.3 Light adaptors \$20.00

By Signing the below, you agree to the above terms and conditions. Please ensure you have read and understand them

Names Sign..... Date .../.../.....