

TERMS & CONDITIONS OF HIRE

These terms and conditions of hire are subject to change, any updates will be made readily available in store as well as online at www.ablehire.com.au.

USE OF EQUIPMENT:

The hirer must at all times use the equipment in a responsible and safe manner and must not tamper or damage the equipment. The hirer agrees and accepts that the use of equipment carries danger and risks.

Other than reasonable wear and tear, the equipment should be returned in a clean and maintained condition, at the hirer's expense. If hiring a motor vehicle, the hirer must hold a suitable licence and not operate the vehicle under the influence of drugs and/or alcohol. All recommended and legal load capacity limits must be followed.

CLEANING:

Before returning the equipment, the hirer must properly clean the equipment at his/her own expense. If the hirer fails to do so, the cost of cleaning the equipment may be deducted from the deposit.

DELIVERY CHARGES:

The hirer shall be responsible for all delivery charges as agreed at the time of hire, except when the period of hire is determined and the equipment is returned to the owner due to a breakdown or failure caused by reasonable wear and tear and not by the hirer's negligence or misuse or any other reason whatsoever.

DAMAGE TO EQUIPMENT:

The hirer agrees to not attempt to repair any damage to equipment and will contact Able Hire if damage or breakdown occurs. The hirer shall be responsible for any loss of or damage to the equipment for any reason whatsoever except loss of damage which is caused by reasonable wear and tear. It is agreed that upon the completion of the period of hire the whole or any part of the cost of replacement of or repair to the equipment may be deducted from the deposit.

DAMAGE TO PROPERTY OR PERSON:

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.

PERIOD OF HIRE:

The period of hire shall commence from the commencement date and time as shown on the hire contract or the time the equipment is delivered to the hirer whichever is the latter and will cease when it is returned to the owner or, if he/she notifies the owner that the equipment is available for return at a particular place, when it is picked up by the owner from such place provided that the owner shall cause the equipment to be so picked up within five (5) days after receipt of such notification.

The period of hire may be extended if the hirer requests for an extension and is approved by Able Hire. In this case we require 24 hours notice.

The hirer agrees to Able Hire's use of equipment data during the hire period, including but not limited to; equipment hours log, kms and GPS tracking. Removal of any GPS tracking device or tampering with equipment data devices is an immediate breach of the hire contract and replacement fees will be payable.

HIRING CHARGES:

In hiring equipment from Able Hire you agree to the charges outlined in the contract you receive upon hiring the equipment. Should you return the equipment sooner or later than this contract states hire fees will be adjusted accordingly provided you have given 24 hours notice.

In hiring this equipment you agree to pay any for any consumables supplies, such as fuel, sandpaper or other trade materials.

All vehicles must be returned with the same amount of fuel as when the hire started to avoid additional charges.

BREAKDOWN:

In the event of a breakdown or failure of the equipment the hirer shall return the equipment to Able Hire and on no account repair or attempt to repair the equipment without the prior consent of an Able Hire representative. In the event that such breakdown or failure is caused by reasonable wear and tear and not by the hirer's negligence, misuse or any other reason then the period of hire shall be determined upon such return of the equipment to the owner. In no event shall Able Hire be responsible for any expenditure damages and/or loss incurred by the hirer arising out of any breakdown or failure of the equipment whether caused by fair wear and tear, negligence on the part of the owner or any other reason whatsoever.

No hire fees or charges will be amended due to the breakdown of equipment unless the hirer notifies Able Hire of the incident within 1 hour of its occurrence.

PAYMENTS:

A deposit amount, greater than the expected cost of your hire, will be payable at the beginning of the hire. The difference between your final hire cost (including any additional charges such as consumables) and the deposit will be collected/refunded at the end of the hire.

Any equipment hire longer than 5 days may be subject to monthly billing. The customer agrees to monthly invoicing and payment of the hire by credit card provided at the beginning of the hire. Any declined payments may result in equipment being repossessed and the hire terminated.

TERMINATION OF HIRE:

Able Hire may at any time terminate the hire contract and repossess the equipment in any of the following events:

1. If the hirer fails to pay any hiring charges within two days of the due dates
2. If the hirer shall do or permit any act or thing whereby the owner's rights in the equipment may be prejudiced
3. If the hirer should become or be made insolvent or bankrupt or make any arrangement or composition

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with his creditors or in the case of a hirer being a limited company, should an order be made or a resolution passed for the winding up of such company

d. If the hirer commits any breach of this agreement – for the purpose or repossessing the equipment, the owner may enter into or upon any premises where the equipment may be, without prejudice to the rights of the owner to recover from the hirer any monies due hereunder or any damages for breach hereof and the hirer indemnifies the owner in respect of any claims, damages or expenses arising out of any action taken under this clause.

This agreement may not be transferred or assigned to any other party without the consent of the owner.

DAMAGE WAIVER:

Provided the hirer signs the agreement where indicated on the hire contract Able Hire will waive its right to claim from the hirer for any damage sustained or loss incurred to the equipment in excess of 10% of the list price then current of the equipment, or \$400, which is caused by flood, fire, storm and tempest, earthquake, collision, accident or theft provided however, in the instance of theft of the equipment the hirer has promptly reported the theft to the police and produces satisfactory evidence of this to the owner. Provided however that such waiver will not be applicable in the following instance;

1. Misuse, abuse or improper operations or servicing by the hirer
2. Misappropriation or conversion by the hirer, his service, employees or agents
3. Breach of any condition of this agreement, or in contravention of any Act of Parliament or regulation, by-law or

ordinance passed whether by Commonwealth, State or by Local Government authority

d. Loss or damage to any tools, accessories or ancillary equipment such as but not limited to air lines, tyres, tubes, drill, bits.

e. Loss or damage while being transported, used, located, loaded or unloaded over water in any manner whatsoever.

f. Loss or damage occurring in doubtful circumstances.

g. Loss or damage to motors or other electrical appliances or devices caused by overloading or artificial current, including use of under rated extension leads on electrical powered tools and machines

h. Loss or damage where the machine was not secured behind locked gates or buildings.

Damage waiver does not cover the cost to recover the equipment or vehicle, and is payable by the hirer.

30 DAY CREDIT ACCOUNTS:

1. Eligibility: All customers wishing to hold a 30-day account must hold a valid ABN and first establish a few hires with us before going on account to establish a hire history.

Please request and return your completed credit application and pending approval customers may become an account

holder with us.

2. Payment Terms: Terms are strictly net 30 days from statement, with statements including invoices emailed at the end of every month and invoices at the end of every hire if you require.

3. Credit Limits: If you wish to set your own credit limit please advise Able Hire via email (and approved by management), otherwise a limit will be set for you based on your business' needs and credit history with Able Hire. If you need to alter this amount at any time, please advise our team.

4. Overdue Accounts: If you fail to pay your account within the 30 days from statement issue Able Hire may refuse to allow any further hires until the account is paid. Additionally any equipment or vehicle still out on hire may have servicing ceased or the equipment repossessed. Any overdue debts referred to a collection agency or person will incur additional debt collection fees, in addition to the outstanding amount.

5. Account Information: By signing up for an account you are stating the information is true and correct. Please advise in writing of any information that requires updating or any details you require on your invoices such as job sites, contact or purchase order numbers.