

LIFTRITE Hire and Sales

CONDITIONS OF HIRE

INSPECTION AND WARRANTY

1. The Hirer acknowledges that he/she has inspected the goods and
 - a) is satisfied that the goods are in clean condition and in good and substantial order, repair and condition.
 - b) is aware of the proper use for which the goods are designed.
2. Notwithstanding anything herein contained the Hirer hereby acknowledges that no warranty or condition express or implied is given by the Owner as to the condition of the goods or as to the suitability or fitness of the goods for any purpose.

CHARGES AND TERMS

3. The Hirer will pay hire charges at the rate and in the manner specified from the commencement date of the hire until
 - a) the goods are returned by the Hirer to the premises of the Owner, or
 - b) the Hirer notifies the Owner's hire controller that the goods are ready for collection, verbally and confirmed in writing.
4. In the event of the Hirer requesting the Owner to transport the goods to or from the Owner's premises the Hirer shall pay the Owner all charges and expenses incurred by the Owner in delivering, installing and / or collecting the goods in addition to the hire charge.
5. Hire charges, delivery and collection charges or other charges where applicable are payable on strictly net cash 7 days basis, unless otherwise specified, including loss, damage and cleaning.
6. Hire rates stated are based on the following periods of hire and hours of usage.
 - a) a day of 8 hours use over a continuous 24 hour period.
 - b) a week of 40 hours over a continuous 7 day period.If the Hirer uses the goods outside the periods or hours shown above he will be liable to pay the Owner for the excess on a pro rata hourly or daily basis.
7. Unless otherwise stated the words "the Hirer" includes servants, agents or contractors of the Hirer.
8. Insurance is the Hirer's responsibility.

MAINTENANCE AND BREAKDOWN

9. The Hirer will use the goods in a skilful and proper manner and for the purposes for which such goods were designed and that he will comply of his own expenses with all notices, directions and legal requirements of all government authorities Act of Parliament and regulations in any way relating to the goods at his / her expense.
10. The Hirer will
 - a) keep and maintain the goods in a clean condition and good substantial working order and repair.
 - b) supply all oil and grease necessary for daily service and maintenance.
 - c) supply, at his own expense, all fuel necessary for operation of the goods.
 - d) give the Owner access to the goods for maintenance at any reasonable time and without the Owner giving prior notice in that regard.

11. In the event of breakdown and failure of the goods, the Hirer will not have any repairs affected thereto by any person other than an employee of the Owner or such person as the owner may nominate.
12. In the event of a breakdown or failure which in the opinion of the Owner is caused by fair wear and tear the Owner will
 - a) at his own expense restore the goods to working order as quickly as reasonably possible.
13. We will provide Technical Services onsite during the hours of 7.30am to 5.00pm Monday to Friday excluding Public Holidays. A seven (7) day, twenty four (24) hour service is available at all locations. **Any after hours service** will be charged at the applicable ruling penalty rates for **after hours service**. There is no charge for any parts that have to be replaced due to fair wear and tear during any **after hours service**.

LOSS, DAMAGE AND CLEANING

14. If upon return of the goods to the Owner they are found not to be in clean condition and / or not in good and substantial order and repair (fair wear and tear excepted) the Hirer shall pay to the Owner the cost and expenses of restoring the goods to clean condition and / or good and substantial order and repair.
15. The Hirer accepts full responsibility to compensate the Owner for the value of goods or parts thereof which may be lost or stolen from the time of commencement of the hire or delivery, whichever is earlier, until the goods are returned to the Owner's premises or collected by him. This right shall not be prejudiced by or prejudice any other right under this agreement.

REMOVAL AND RETURNS

16. The Hirer shall not remove the goods from the job site stated without the written consent of the Owner except for the purpose of returning the goods to the Owner's premises.
17. Notwithstanding anything herein contained it is expressly understood by the Hirer that the onus rest with him to ensure that the goods are returned to the Owner's premises or that the goods are collected by him. This notice must be sent in writing, facsimile or email to the owner.

INDEMNITY

18. The Hirer hereby indemnifies and holds indemnified the Owner from and against all claims actions suits demands cost and expenses, including all legal costs and expenses, in any way arising out of the use of the goods between the commencement of the hire and the return of the goods to the Owner whether caused by negligence of the Hirer, his servants or agents or by the negligence of any person whatsoever or arising out of the condition of the goods or the use to which they are put or otherwise whatsoever.

TERMINATION AND BREACH OF AGREEMENT

19. If the Hirer makes default in the observance or performance of any of the above terms and conditions the Owner may without notice to the Hirer determine the hiring and take possession of the goods. For that purpose the Hirer hereby authorises the Owner, its servants and agents to enter upon any premises in the occupation of the Hirer to search such premises and to remove the goods there-from.
20. Notwithstanding anything herein contained the Owner shall not be liable to the Hirer or any other person for any loss or damage to any person or property occasioned by the use and operation of the goods whether such loss or damage is occasioned by a defect in or wear of the goods or otherwise.