



9a Calula Drive (P.O. Box 9685) Mt Gambier Sth Aust 5290

Ph (08) 87252385 Fax (08) 87252844 ABN: 35 540 281 786

www.philtronics.com.au sales@philtronics.com.au

Terms & conditions of hire

1. OFFER:

The hirer by this signature agrees to hire the goods, accessories or equipment ("the goods") described herein from Philtronic Pty Ltd, or its permitted assigns ("the owner") for the hire period and to pay the total hire fee payable and observe the conditions terms and covenants contained in the Agreement to Hire hereof.

2. RENTAL PERIOD

The hire period shall commence from the date of acceptance of goods to the hirer until the goods are returned or repossessed by the owner. The owner may terminate the hire period after receiving proper confirmation of the theft or destruction of the goods.

The hirer shall return the goods to the owner on the date due back specified on the agreement hereof or on such earlier date as the owner may require under clause 7 hereof.

3. ACCEPTANCE

The owner may accept this offer by delivering the goods to the hirer.

4. TOTAL HIRE FEE PAYABLE

The total hire fee payable shall be the aggregate of:

- (i) the hire charge for the use of the goods calculated in accordance with the relevant writings and figures set forth on the front hereof under "HIRE FEE PAYABLE".
- (ii) a sum equal to the value of the goods, accessories and equipment lost or stolen during the rental period.
- (iii) The owners expenses both legal and incidental.
- (iv) Accumulated interest on all amounts due but unpaid.

The total hire fee payable shall be due to owner from the hirer either on demand by the owner or at the end of the hire period whichever is sooner. The hirer will on demand pay to the owner interest on a daily basis calculated at the rate of .06% per day on all amounts due but unpaid.

5. HIRERS RESPONSIBILITY FOR LOSS OR DAMAGE TO GOODS

- (i) the hirer covenants with the owner that the goods will at the end of the hire period or upon the date of repossession be in good condition free from all damage or defects of any kind whatsoever except for ordinary wear and tear.
 - (ii) the hirer agrees the owner may charge hirers credit card for the owners loss expenses and costs in respect of all such damage and defects which amount shall be recoverable from the hirer on liquidated demand.
 - (iii) the hirer shall accept full and total responsibility for goods on hire and all risk remains with the hirer.
- The owner acknowledges that no unit or item of goods hired are covered by the owner by insurance whilst on hire and the hirer covenants to insure goods in the name of the hirer and the owner jointly whilst on hire.

6. HIRERS OTHER OBLIGATIONS

That the hirer shall:

- (i) not allow or permit the goods on hire to be used by any person
 - (a) other than himself or members of his family
- (b) members of his band, incorporated company, unincorporated association or acknowledged servants, agents or employees PROVIDED ALWAYS that the owner has received notice from the hirer of the names of persons inclusive of the list above mentioned and the location where the goods are to be used.
- (ii) pay to the owner for the owners use such deposit on account of total hire fee payable or otherwise as the owner may require and shall cause any cheque for such deposit to be met immediately on presentation.
- (iii) not allow the goods to be repaired nor allow or create any lien over the goods nor part with possession of the goods.
- (iv) Take reasonable care of the goods and not abuse or misuse them in any way whatsoever.



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7. REPOSSESSION

The owner may repossess the goods and the hirer shall on being so required by the owner forthwith return the goods to the owner if:

- (i) the hirer is in breach of any term or condition hereof or has made any misrepresentation to the owner, or
- (ii) the goods are damaged in any way.

8. LEGAL PROCEEDINGS

In any legal proceedings between the owner and the hirer a certificate signed by a director of the owner shall be evidence of the truth of the facts stated herein including:

- (a) hire period.
- (b) the facts constituting any breach by the hirer, and
- (c) the cost to the owner of making good damage or loss.

That the hirer and owner acknowledge that this agreement shall be binding upon the parties subject always to the laws from time to time in force in the State of South Australia and/or Victoria.

9. The hirer authorises any person taking possession of equipment at the owner's premises or elsewhere from the owners for transport of such equipment to the hirer or for transport of such equipment as the hirer shall direct, to act as the hirer's agent and accordingly such person's signature on all documents as required by the owner, shall constitute an acceptance of those documents and terms and conditions by the hirer and the hirer undertakes to be bound by all such documents and terms and conditions signed by any person taking possession of equipment on his behalf, and in particular without limiting the generality hereof, the hirer authorises any carrier or courier or any other person collecting equipment on the hirer's behalf to execute on the hirer's behalf all documents required by the owner to be executed by the hirer prior to delivery of equipment to the hirer or his agent, whether such person be an employee or agent or independent contractor authorised to collect equipment on the hirer's behalf.

Warning: Misuse of this equipment is dangerous, Persons using this equipment do so at their own risk,
The hirer shall be responsible for any loss or damage occasioned by the use of the equipment.
Reference should be made to the standard terms and conditions of hire set out on the Hire Agreement.

**REMINDER: THE EQUIPMENT HIRED AS SIGNED FOR IN THE HIRE AGREEMENT OF THIS DOCUMENT
IS NOT COVERED BY INSURANCE AGAINST FIRE, THEFT, BURGLARY OR ACCIDENTAL DAMAGE AND AS SUCH THE
RESPONSIBILITY FOR LOSS OR DAMAGE OF THE EQUIPMENT LIES WITH THE HIRER.**