

PERIOD:

- (a) It is agreed that each Hire is for a period of ONE DAY ONLY or such other term as set out in the agreement to hire.
- (b) The hire period is reckoned from the date on which the equipment leaves CHC's depot until it arrives there again, inclusive.
- (c) The hire rate is calculated as per 8 hour day (7.30am-5pm) or part thereof. CHC will allow a period of grace of one hour, without charge (until 8am) on any calendar day for the return of equipment after which time the hirer will be charged another full days hire at the hire rate.
- (d) No allowance whatever can be made for time during which the machine is not in use, for any reason, unless special arrangements are made beforehand and confirmed in writing.

MATERIAL:

- (a) The equipment hired is agreed to be stated herein.
- (b) The Hirer must satisfy himself that the equipment is suitable and sufficient for the work to be done; as subsequent exchange of equipment, will entail additional charges.
- (c) The equipment hired by CHC does not purport to be new or equal to new, but when sent out, all items are understood to be in good order for normal full load, working at the stated capacity, under ordinary conditions.
- (d) CHC will not be responsible for any delay, accident or damage of any kind, direct or indirect, which may arise through defects or breakdowns of material hired.
- (e) All items of equipment supplied at the Hirer's request additional to those enumerated, will be charged for the CHC standard hire rates.
- (f) The cost of reconditioning items blunted by use or otherwise rendered unfit for further service will be charged to the hirer.

OPERATION:

- (a) Competent drivers or operators must be given charge of the equipment while in the Hirer's possession, and the Hirer is responsible for all cleaning, lubrication and maintenance adjustments, and for any damage occurring due to overloading, mistakes, or neglect in handling etc. during the hire period.
- (b) The Hirer must keep the plant in proper working order at his own expense, and pay for all costs for replacements or repair required due to fire, theft, accident, loss or otherwise during the hire period.
- (c) Only competent drivers or operators must be given charge of the equipment while in the Hirer's possession, and at no time shall spreading be permitted with trailers unless authorised in writing by CHC. Tipping of trailers and trucks shall only be permitted on level ground. No truck may be idled for a period exceeding five minutes continuous. Where glassing of bores takes place the rectifying of the condition is to the Hirers account.

ROAD USER CHARGES (RUC) & C.O.F: The Hirer shall be responsible for all RUC charges, display of RUC labels or overloading fines in relation to the operation of the equipment. The Hirer shall be responsible for obtaining and displaying C.O.F's.

TRANSPORT:

- (a) The Hirer shall pay carriage to and from CHC premises and is responsible for damages in transit.
- (b) Delivery and collection by CHC shall be to and from front footpath.

FUEL, OIL, ETC: (to be checked every day before starting up) The Hirer shall provide all petrol, fuel, oil, lubricating oil, cleaning and other materials and labour required for the operation of the equipment and only fuel and lubricating oils approved by CHC shall be used during the Hire Period.

BREAKDOWNS: The Hirer must notify CHC in writing immediately of any mechanical breakdown. The date of receipt of such notification shall be the date from which the hire charges shall be suspended. The Hirer is responsible to continue to pay hire charges where intentional, reckless or abuse of the vehicle has taken place until the vehicle is in its prior condition.

PROPERTY RIGHTS:

The Hirer undertakes to keep the equipment in his own possession and control, and free from all legal processes and that no mortgage, deed, bill of sale, or any other legal instrument or private arrangement whatever shall be executed whereby any other person or firm other than CHC shall acquire any lien or rights whatsoever in connection with the equipment hired.

TERMS:

- (a) The charges for the hire of the equipment is as stated herein and excludes GST.
- (b) Charges for hire are strictly net cash, unless otherwise previously arranged by CHC.
- (c) In default of the above terms of trade, CHC reserve the right to terminate the hire period forthwith, and to take any steps necessary to recover possession of the equipment without prejudice to their rights to recover all amounts due for the hire, reconditioning of the equipment, if any, and cost for transport to their depot.
- (d) Further, the Hirer, shall pay to CHC any costs incurred in recovering any outstanding debt from the Hirer.

CONDITIONS:

- (a) CHC reserve the right to inspect the equipment at any time, and to terminate the hire forthwith if the equipment is not being properly used and maintained as provided above, or if the agreed conditions and terms of payment are not strictly complied with by the Hirer.
- (b) CHC accepts no liability whatever in respect of a third party or similar risks or for personal injury, or for consequential damage of any kind.
- (c) The Hirer shall keep the equipment hired under his own control, and employ it solely in his own work, and will not permit it or any part thereof to be used by any other party for any other work.
- (d) On termination of the hire, the Hirer shall deliver up the equipment, complete with all accessories, clean and in good order as delivered **FAIR WEAR AND TEAR ACCEPTED**, to CHC.
- (e) Unless agreed in writing to the contrary, the acceptance by the Hirer of any goods on hire from CHC shall in itself constitute an acceptance of the above terms and conditions, and of the charges stated in the Hire Agreement Form or Credit Application.

DAMAGE: The hirer is responsible for all loss, theft or damage to the equipment whatsoever including without limitation:

- (a) Damage due to abuse, misuse, negligence or incorrect use of the equipment
- (b) Mysterious disappearance
- (c) Theft through the hirer failing to take elementary precautions to protect the equipment
- (d) Hoist damage due to the hirer failing to take elementary precautions to protect the equipment
- (e) Panel and glass damage

In the event of any loss, theft or damage to the equipment, the hirer shall pay the full replacement cost of the equipment or CHC's insurance excess (up to a maximum of \$2500+GST. CHC may lodge a claim with its insurer if the replacement cost of the equipment is more than the insurance excess and, in addition to the insurance excess, the hirer will pay any shortfall between the insurance proceeds received and the cost to CHC in replacing the equipment with like goods.