

# Hire Contract Conditions

New Life Restoration Australia Pty. Ltd.,  
AGILE AIR CON Hire  
ABN: 61 623 038 200  
Head Office Unit 3/33 Miller St Murarrie QLD 4172

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by New Life Restoration (NLR) and the Customer in writing. NLR agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment the Customer must complete and sign (or otherwise accept in a manner approved by NLR) this document and such other documents as NLR may require.

Invoices, once payment has been processed, are not a separate contract but form a part of this hire agreement between NLR and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. NLR may in its absolute discretion decline to hire Equipment to the Customer at any time.

These Hire Contract Conditions may be changed by NLR from time to time by NLR giving notice of the amendment to the Customer. Notice is deemed given (whether or not actually received) when NLR does any of the following:

- (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
- (b) publishes the amended terms on any of its websites (whether [nlr.com.au](http://nlr.com.au), [dashequipmenthire.com.au](http://dashequipmenthire.com.au), [agileequipmenthire.com.au](http://agileequipmenthire.com.au), or elsewhere); or
- (c) displays the amended terms at premises from which NLR conducts hire operations.

Changes to these hire Contract Conditions will only apply to agreements entered into after said change occurs.

## **1. Interpretation of Words in this Contract;**

**Commencement** – The date when the Customer takes possession of the Equipment.

**Equipment** – Means any kind of equipment, vehicles or tools including but not limited to the following kinds of goods or goods suitable for the following kinds of uses: cleaning; cooling and/or heating; entertainment; waste management; landscaping and gardening; plumbing; fencing and covering; lifting; access; air and air compression; pumping and fluid management; welding; compaction; concrete & masonry; flooring; earthmoving; floor care and cleaning, generation and power distribution; ground equipment and shoring; ladders and scaffolding; propping; lighting; materials handling; offshore pumps; safety equipment; storage; site accommodation including portable buildings and portable toilets; traffic management including road barriers; signage; vehicles including trucks, vans and trailers, and includes tools and parts and accessories for any of the foregoing.

**Hire Charge** – The amounts shown on the invoice payable by the Customer to hire the Equipment.

**Hire Period** – Means from Commencement until the end of the period shown on the invoice. The Hire Period may only be extended for one or more definite periods and in each case, this can only be done if acceptable to both parties. NLR may issue and require the Customer to pay via an additional invoice for any extension of the Hire Period.

**Remote Area** – Any location which is more than 50 kilometres from the NLR branch from where the Equipment is hired.

## **2. NLR Obligations**

### **NLR will:**

- 2.1 Allow the Customer to take and use the Equipment for the Hire Period;
- 2.2 Provide the Equipment to the Customer clean and in good working order;

## **3. Obligations of the customer**

### **The Customer must:**

- 3.1 Deliver the Equipment to NLR when it is due back;
- 3.2 Return the Equipment to NLR clean and in good repair;
- 3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by NLR, or posted with or on the Equipment;
- 3.5 Indemnify NLR for all injury and/or damage caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;
- 3.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorized;
- 3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;
- 3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with relevant legislation relating to the Equipment and its safe operation;
- 3.9 Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify NLR in respect of any injury and/or damage caused by items

falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer;

3.10 Operate the Equipment with an adequate motor vehicle and/or power source;

3.11 Report and provide full details to NLR of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.

#### **The Customer Must Not**

3.12 Tamper with, damage or repair the Equipment;

3.13 Lose or part with possession of the Equipment;

3.14 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;

#### **4. Exclusion of Warranties and Liabilities.**

4.1 Where the Australian Consumer Law applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.

4.2 Where the Australian Consumer Law applies and the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, NLR liability in respect of any guarantee is limited to the replacement or repair of the goods, or the cost of having the goods repaired or replaced.

4.3 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply, NLR makes no representations and gives no warranties other than those set out in these Hire Contract Conditions, and will not be liable to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Customer.

#### **5. Remote Hire**

Where the Equipment is at any time hired by the Customer to be located in the Remote Area, the following clauses will also apply, in addition to the obligations of the Customer under Clause 3 and elsewhere in these Hire Contract Conditions;

(a) The Customer will pay an additional charge for any delivery, servicing and repair of the Equipment, and for any other attendance at the Remote Area by NLR ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometre rate travelled by NLR staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred by NLR and its staff in connection with travel to and from the Remote Area;

(b) Multiple items of Equipment hire by a Customer on the one site will only be charged for one call out fee.

#### **6. Disputes**

6.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to NLR in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.

6.2 If a dispute arises relating to this Contract, the hiring or the use of the Equipment

(except in regard to payments due to NLR), the parties agree to negotiate to settle the dispute with the assistance of an independent arbitrator before litigation.

## **7. Privacy**

NLR will comply with the Australian Privacy Principles in all dealings with Customers. A copy of the NLR Privacy Statement is available upon request or by visiting.

[www.nlr.com.au](http://www.nlr.com.au)

## **8. Governing Law**

8.1 This Hire Contract is a payment claim under the Building and Construction Industry Security of Payment Act 1999 NSW, the Building and Construction Industry Security of Payment Act 2002 VIC, the Building and Construction Industry Payments Act 2004 QLD, the Building and Construction Industry Security of Payment Act 2009 SA, the Construction Contracts Act 2004 WA, the Building and Construction Industry (Security of Payment) Act 2009 ACT, the Building and Construction Industry Security of Payment Act 2009 TAS, and/or the Construction Contracts (Security of Payments) Act 2009 NT.

8.2 Except where NLR in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, NLR and the Customer agree that this Contract is governed by the law of the state of Queensland, and the parties submit to the jurisdiction of the courts of that State.

## **9. General**

9.1 The total charges are an estimate based on the estimated rental period provided by the customer.

9.2. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact NLR immediately.

9.3. Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.

9.4. The Customer is responsible at its cost for care of all Equipment in its possession, including daily checking of all fluids (fuel, oil, water, battery levels etc.) and general tightening of any loose nuts, bolts, belts or fittings and lubrication of all grease points.

9.5. The customer agrees that payment of the invoice is an implicit agreement that the Customer has received, read, understands and agrees to the charges on said invoice, as well as to the terms of this Hire Contract Conditions document.

9.6. Any physical damage to the equipment caused by the customer will be charged to the customer. Theft of the equipment will result in charge of the replacement cost of the equipment to the credit card supplied or through debt collection proceedings.

9.7. The Customer agrees not to use the Equipment for the purposes of air filtration of asbestos, or on a site containing airborne asbestos fibres or dust. The customer agrees that failure to follow this instruction will incur extra charges to decontaminate the equipment and to restore the equipment by a certified professional, to replace all filters and pre-filters, and hire costs for time out-of-commission.

**NOTES TO THE CUSTOMER:**

Ozone machines can be deadly, and care must be taken when operating one. The instruction manual must be followed, and you must follow all relevant WHS laws. Signs must be used throughout the property to ensure people are aware an ozone treatment is taking place. Ozone can be corrosive and cause damage to certain materials. Correct PPE should be worn while using an ozone machine, and machines can only be used in unoccupied spaces. Moreover, sites that use ozone machines must remain evacuated for a number of hours (designated by the instruction manual) post-ozone generation, in order to allow the ozone to deteriorate.

Upon entering our self-serve hire facility in Sydney, you must follow all reasonable precautions to ensure you are safe when picking up your allocated equipment

I have read, understood, and agreed to the above Hire Contract Conditions document.

Customer Signature

\_\_\_\_\_  
Customer Name Printed

\_\_\_\_\_  
Date