

**HIRE AGREEMENT**

**SCHEDULE**

TERM	MEANING
<b>you or your</b>	Name of Hirer: Address: Phone: Email:
<b>Goods</b>	[insert description of goods, including any registration or identification number.]
<b>Commencement Date</b>	[insert]
<b>Hire Period</b>	The Hire Period will commence on the Commencement Date and continue for [insert timeframe] thereafter.
<b>Hire Fee</b>	The Hire Fee is \$[insert] (excl. GST).
<b>Bond</b>	\$[insert] (excl. GST)  OR [Not applicable]
<b>Payment Terms</b>	You agree to pay us: <ul style="list-style-type: none"> <li>• the Bond (if applicable) on or before the Commencement Date;</li> <li>• the Hire Fee in one upfront payment on or before the Commencement Date; and</li> <li>• any other amount due and payable under this Agreement, by the payment date set out in our invoice.</li> </ul>

**EXECUTION**

EXECUTED for and on behalf of [name] \_\_\_\_\_  
(ABN [if applicable]) \_\_\_\_\_ by a duly  
authorised representative:

EXECUTED for and on behalf of [name] \_\_\_\_\_  
(ABN [if applicable]) \_\_\_\_\_ by a duly  
authorised representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

These terms and conditions are between [provider name]

ABN [insert ABN] \_\_\_\_\_ (we, us or our) and you, the person or entity requesting the hire of the Goods, together the Parties and each a Party. These terms and conditions, and any attachment to it, form the entire agreement under which we will lease the Goods to you (together, the Agreement).

### 1. ACCEPTANCE

- 1.1 You accept this Agreement by:
- (a) signing and returning this Agreement;
  - (b) sending an email accepting this Agreement; or
  - (c) instructing us to proceed with the lease of the Goods or making any payment of the Hire Fee.

### 2. HIRE OF GOODS

We agree to lease the Goods to you for the Hire Period, and in accordance with this Agreement.

### 3. HIRE FEE AND PAYMENT

- 3.1 You agree to pay us the Hire Fee, and any other amounts due and payable under this Agreement, in accordance with the Payment Terms. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated).
- 3.2 Unless otherwise agreed between the Parties, any Bond (if applicable) must be paid before we commence the lease of the Goods.
- 3.3 If any amounts are unpaid 7 days after the payment date, we may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum (calculated daily and compounding monthly) or we may immediately cease leasing the Goods and enter any premises where the Goods are located, and recover or repossess the Goods (and you agree to provide any access to any premises (free from harm or risk to health or safety), items and consents required to enable us to do so).

### 4. YOUR OBLIGATIONS AND WARRANTIES

#### General

- 4.1 You represent, warrant, acknowledge and agree that:
- (a) you will cooperate with us, and provide us with all information and access necessary to enable us to provide the Goods, in a timely manner;
  - (b) you are responsible for obtaining all necessary licences and insurances in order to use the Goods; and
  - (c) you will keep the Goods under your custody and control at all times, and you will not sublease, rent, sell, or otherwise transfer the Goods to any other person.

#### Bond

- 4.2 You agree that the Bond (if applicable) will be used as a security by us throughout the Term for the performance of any of your obligations, and satisfaction of any of your liabilities, under this Agreement.

#### Condition of Goods

- 4.3 You are responsible for determining whether the Goods will be suitable, fit for purpose, and in compliance with their description.
- 4.4 Unless you notify us in writing within 24 hours of the Commencement Date, demonstrating that the Goods do not comply with any description detailing the condition of the Goods, you agree that the Goods have been delivered in good condition, clean, free from damage or defect, fit for purpose and in accordance with this Agreement (**Original Condition**).

- 4.5 If you provide us with a notice under clause 4.4, you may agree to accept the Goods in the condition provided, which will then be deemed to be the Original Condition.

#### Return of Goods

- 4.6 You agree to return the Goods to us in the Original Condition, at the return location and by the time (notified by us to you), or sooner if required under this Agreement).

#### Loss or Damage to Goods

- 4.7 During the Term, you agree to:
- (a) protect and keep the Goods in the Original Condition, subject to any fair wear or tear; and
  - (b) prevent the Goods from being subject to any loss, theft, damage, vandalism or destruction and notify us immediately if the Goods are stolen, lost, destroyed or damaged.
- 4.8 You agree that you are responsible for the costs of any repairs or replacement of the Goods that are necessary as a result of loss, theft, damage, vandalism, misuse or neglect to the Goods during the Term. Where we undertake the repairs or replacement on your behalf, you agree to pay us the costs of the repairs or replacement, as a debt due and immediately payable.

### 5. TITLE AND RISK

- 5.1 If:
- (a) we are responsible for delivering the Goods to you, we will use reasonable endeavours to deliver the Goods to the address nominated by you, by the delivery time (as notified by us to you); or
  - (b) you are responsible for collecting the Goods from us, we will use reasonable endeavours to make available the Goods, and you agree to collect the Goods, at the collection location by the collection time (as notified by us to you).
- 5.2 Risk in the Goods will pass to you once the Goods are in your custody or control. You will be solely responsible for the Goods until they are returned to us and are in our full custody and control.
- 5.3 Title in the Goods will remain with us, and you take the Goods as a bare bailee only.

### 6. SECURITY INTEREST

You agree that this Agreement and your obligations under this Agreement create a registrable security interest in favour of us, and you consent to the security interest (and any other registrable interest created in connection with this Agreement) being registered on any relevant securities register (and you must do all things to enable us to do so).

### 7. LIABILITY, INDEMNITY AND EXCLUSIONS

#### 7.1 Australian Consumer Law

- (a) Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Goods which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL.
- (b) You agree that our Liability for the Goods is governed solely by the ACL and this Agreement.
- (c) Subject to your Statutory Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all

materials, work, goods and services (including the Goods) are provided to you without warranties, representations and guarantees of any kind.

7.2 **Exclusions:** Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):

- (a) your acts or omissions;
- (b) any use or application of the Goods by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
- (c) your breach of this Agreement or any law; and
- (d) any event outside of our reasonable control.

7.3 **Limitations:** Despite anything to the contrary, to the maximum extent permitted by law:

- (a) neither Party will be liable for Consequential Loss; and
- (b) our maximum aggregate Liability in relation to the lease of the Goods or this Agreement will be limited to us resupplying the Goods to you or, in our sole discretion, to us repaying you the amount of the Hire Fee paid by you to us in respect of the lease of the Goods to which the Liability relates.

7.4 **Indemnity:** Despite anything to the contrary, to the maximum extent permitted by law, you are liable for and agree to indemnify us and hold us harmless, in respect of any Liability that we may suffer, incur or are otherwise liable for as a result of, or in connection with:

- (a) any loss (including theft) of, or damage to, the Goods during the Term;
- (b) any failure to return the Goods in accordance with this Agreement (including returning the Goods in their Original Condition); and
- (c) breach of this Agreement or any laws by you.

## 8. TERMINATION

8.1 This Agreement will apply for the Term, unless terminated earlier in accordance with its terms.

8.2 Either Party may terminate this Agreement if the other Party breaches a material term of this Agreement, and that breach has not been remedied within 10 business days of being notified by the relevant Party.

8.3 On termination or expiry of this Agreement:

- (a) we will cease leasing the Goods to you; and
- (b) you agree to provide us with unfettered access to any premises where the Goods are located, free from harm or risk to health or safety, to allow us to immediately recover or repossess the Goods: and
- (c) you are to pay for any Hire Fee due and payable prior to termination, and all other amounts due and payable under this Agreement.

8.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.

## 9. GENERAL

9.1 **Disputes and governing law:** If a dispute arises, the Parties will agree to meet in good faith to seek to resolve the dispute, before proceeding to any dispute resolution process. This won't prevent a Party from seeking urgent equitable relief. This Agreement is governed by the laws of [insert provider's state].

9.2 **GST:** If and when applicable, GST payable on the Hire Fee will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the Hire Fee.

9.3 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be

read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

9.4 **Survival:** Clauses 3, 5, 6, and 7 will survive the termination or expiry of this Agreement.

## 10. INTERPRETATION & DEFINITIONS

10.1 In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule (if applicable), this Agreement and:

**Consequential Loss** includes any consequential loss, indirect loss real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

**Schedule** means the schedule attached to this Agreement.

**Term** means the period commencing on the date this Agreement is accepted in accordance with its terms and will continue until the Goods are returned to us in accordance with this Agreement.