

CONDITIONS OF HIRE

1. All equipment supplied on hire remains the property of Southern Cross Party Hire PTY LTD, hereinafter referred to as the Owner.
2. The Hirer agrees to clean and stack the hired equipment in a position accessible for pickup by a motor vehicle and to notify the owner by giving 24 hours notice when the equipment is ready to be picked up. The **Hirer** shall be responsible for notifying the Owner that the Goods are available for collection and/or make arrangements satisfactory to the Owner for the hire equipment to be delivered to the Owner.
3. The Hirer agrees to pay for all goods lost, destroyed, stolen damaged, fire damaged or not returned to the Owner **when demanded by the Owner**. Without limiting the generality of the foregoing, the Hirer agrees to pay for all goods lost, destroyed, stolen, damaged, fire damaged or not returned to the Owner. The Hirer also agrees to pay the current replacement cost of the Hire Equipment plus all hire charges until such time as the goods are either returned or replaced.
4. The Hirer agrees to pay hiring charges as set out in the owner's current rate schedule (which the Hirer acknowledges receiving a copy of) from the time of delivery of goods to the time of pick up and also agrees to pay for dismantling, cartage, cleaning and repair charges which is to be determined at the sole discretion of the Owner. A certificate signed by an officer of the Owner stating the amount due and payable by the Hirer shall be prima facie evidence thereof.
5. The Owner reserves the right to vary or withdraw (whether before or after acceptance) any quotation given by it in order to correct any error or omission affecting the Hire price quoted therein or its calculation, or generally.
6. The Owner shall be entitled to vary the Hire charges at any time prior to delivery if the cost to the Owner of performing the contract is increased by reason of any cause whatsoever beyond the control of the Owner including any increase in labour, freight costs, delivery of goods outside normal working hours or to an address other than originally specified by the Hirer.
7. The cost of delivery of the Hire Equipment and first weeks hire are to be paid C.O.D otherwise terms of payment are net cash on presentation of a Tax Invoice from the Owner.
8. Daily Rates are based on an 8hr working day; weekly rates are based on a 7-day, 40hr week.
9. Minimum period of Hire will be specified or as agreed to by the Owner in writing. One days hire will terminate 24 hours after delivery of the Hire Equipment. Additional Hire will be charged at the at the sole discretion of the Owner at either the scheduled hourly rate or alternatively at one sixth of the daily rate per hour
10. Equipment on Hire is not to be removed from the job address or rehired by the hirer without the prior written consent of the Owner.
11. In the event of the Hirers default in payment of charges, return of the Hire Equipment and/or any other term of this contract the Owner and its agent shall have the right to terminate the Hire Agreement and irrevocable authorises the Owner to enter the Hirer's premises **or any other premises where the hired goods are located** to recover the Hire Equipment. The Hirer agrees to grant access to the Owners equipment upon reasonable notice.
12. Subject to any contrary statutory provision that may apply to this transaction, no warranties are given by the owner in respect of the condition of the equipment hired or its fitness for any particular purpose and the Hirer shall indemnify and keep indemnified the Owner in respect of all claims suit or demands arising out of the use of the hired equipment during the period of Hire.
13. In the event that this contract comes within the ambit of the Trade Practices Act 1974 and that Equipment hired is found to be not fit for the purpose or for unmerchantable quality, then liability shall be limited to the replacement or repair of the Equipment.
14. The Owner shall not effect any insurance whatsoever on the Hire Equipment. Insurance and risk of all hired equipment shall be the sole responsibility of the Hirer.
15. If the Hirer or his/her agents are not available on site when the goods are delivered or picked up, the Owner reserves the right to unload or pick up the equipment and the Hirer agrees to accept the Owner's report as confirmation of delivery and/or as evidence of loss or damage.
16. The Hirer agrees to allow or obtain authorisation to allow the Owner to place on the Hirer's site signs indicating that the hired equipment is the property of the owner and the Hirer shall not obliterate, deface or cover up same during the duration of the Hire Agreement.
17. The Owner will not be deemed to have waived any of its rights under the contract unless such waiver is in writing an signed by an officer of the Owner.
18. If any part of the contract is or becomes unenforceable, void or voidable that provision shall be severed from the contract so that the validity and enforceability of the remaining provisions of the contract will not be effected.
19. Each contract will be governed by the law of Queensland and the parties submit to the jurisdiction of the Court of that State.