



## HIRE CONTRACT TERMS & CONDITIONS

The Hire Contract Terms & Conidiations listed in this document apply to the exclusion of any other conditions unless agreed between Altrax and the Customer in advance of hire start date. Altrax agrees to hire Equipment to the Customer based on the terms and conditions in this document.

### 1. DEFINITIONS

**Customer** - means the hirer

**Equipment** – any equipment that Altrax supply to the customer including but not limited to conveyors, conveyor accessories and beam lifts.

**Hire Charge/s** – rates and charges payable by the customer for the hire of the equipment.

### 2. ALTRAX COMMITMENT TO YOU

Altrax must:

- 2.1 Provide the hire equipment to the customer in good working order;
- 2.2 Allow exclusively the customer to use the equipment for the hire period agreed upon.
- 2.3 Service and maintain equipment in accordance with manufacturers recommendations.

### 3. CUSTOMER OBLIGATIONS TO ALTRAX

The customer must:

- 3.1 Agree that they are the person operating the equipment and have appropriate skills or will only authorise suitably competent employees or operators.
- 3.2 Agree that they will be held responsible for person/s who utilise or take delivery of the equipment while in the hire period.
- 3.3 Agree to use and move the equipment in a skilful and proper manner and in line with the manufactures guide or instructions whether supplied by Altrax or not and in strict accordance with the law.
- 3.4 Use the equipment solely for the purpose and within the capacity for which it is designed.
- 3.5 Prior to taking possession satisfy itself that the equipment is suitable for its purpose and in good safe working order.
- 3.6 Not make any alterations, modifications or repairs to the equipment without prior written consent from Altrax.
- 3.7 Operate and move all equipment in correlation with Australian OH&S standards
- 3.8 Not be affected by drugs or alcohol while operating equipment.
- 3.9 Not remove equipment from the state or Territory in which it was hired unless agreed with Altrax.
- 3.10 Store the equipment safely, securely and out of the elements while in the hire period.
- 3.11 Not hire or sell Altrax equipment to any third party outside of this contract.
- 3.12 Give Altrax access to the equipment for inspection at any reasonable time without Altrax giving prior notice.
- 3.13 Notify Altrax straight away if any equipment is involved in an accident of any kind or if it has been lost, stolen or damaged and may continue to pay hire fees/costs until written notification has been received.
- 3.14 Agrees to stop using equipment immediately if the equipment becomes unsafe or in a state of disrepair and notify Altrax straight away.

### 4. ACCOUNTS & PAYMENTS

- 4.1 All invoices for payment made by Altrax are made under the Building Construction Industry Security Payments Act 2002 Victoria.



- 4.2 Customer must pay the replacement cost, as determined by Altrax, for any lost, stolen or damaged accessory.
- 4.3 The customer must pay all hire charges at the rate and by the due date specified in the hire contract.
- 4.4 Altrax will pay any refund due to the Customer within 14 days of the termination.
- 4.5 If a Customer chooses to use a purchase order number on this contract it is for their convenience and identification only. Absence of a purchase order number shall not constitute grounds for non-payment of rental charges, invoices, claims or other.
- 4.6 All charges are based on time that the equipment is in the Customers possession not the time it is used.
- 4.7 One week is five (5) consecutive days including weekends and holidays.
- 4.8 By agreeing to this Hire Agreement the Customer authorises Altrax to charge any amounts owing by the Customer to any credit card or account details of which are provided to Altrax.

## 5. TERMINATION OF HIRE & RETURN OF EQUIPMENT

- 5.1 Equipment must be returned during Altrax business hours.
- 5.2 Equipment must be returned to Altrax on the agreed due date.
- 5.3 If equipment is not returned by the due date a late fee may be charged to the Customer.
- 5.4 Equipment is to be delivered to Altrax at the Customer's own expense unless otherwise organised with Altrax.
- 5.5 Equipment must be returned in good working order and in a clean condition.
- 5.6 If we are collecting equipment, as per the agreed contract, from the customer location the customer must keep it safe until we can pick it up.
- 5.7 Either party may terminate the Rental Agreement if Altrax or the Customer commit a material breach of the Rental Agreement.
- 5.8 Altrax may terminate the Hire Agreement and any Hire Period for any reason upon 24 hours' notice.

## 6. LOSS, THEFT, DAMAGE WAIVER

- 6.1 Altrax will not be held liable for any loss sustained by the Customer.
- 6.2 The Customer will be liable for the entire cost of replacement of equipment if lost or stolen while in their possession.
- 6.3 The customer will be liable for the entire cost of repair to the equipment if damaged while in their possession.
- 6.4 Waiver does not apply to loss or theft.

## 7. INDEMNITY AND EXCLUSION OF WARRANTIES AND LIABILITIES

- 7.1 Indemnify Altrax for all injury or damage to persons or property or loss of productivity caused or contributed by the Customer in relation to the Equipment, its operation, storage or possession.
- 7.2 The Customer must possess adequate insurance to cover all liabilities and loss incurred as a result of the use of the Equipment supplied by Altrax.
- 7.3 Indemnify Altrax against any or all claims, proceedings, costs including attorney's fees and costs that relate to Customers hire or purchase of equipment from Altrax.
- 7.4 The Customer warrants that it has made its own independent inspection and has not relied on any representations of the Customer.