

TERMS OF HIRE

1. The period of hiring shall commence on the Commencing date shown overleaf and shall (subject to the provisions of Clause 3 hereof) continue until the equipment is returned to the firm's depot.
2. The hirer agrees:
 - a. To return the goods described overleaf to the Firm at the expiry of the Term or upon sooner determination of the period of hire pursuant to Clause 3 hereof in the same order and condition in which they were delivered fair wear and tear only excepted;
 - b. To pay the Rental stated overleaf in the manner there stated and in addition an amount for each day or part thereof during which the goods are retained by the hirer after the expiry of the Term or sooner determination equal to one seventh of the weekly rental;
 - c. To pay interest at the rate of 12.3% per annum on any monies payable hereunder which shall from time to time be due but remain unpaid;
 - d. To pay all stamp duties payable at any time in respect of this agreement;
 - e. To repay to the Firm forthwith any money it may expend to remedy any default by the hirer hereunder;
 - f. To pay the Delivery and Pick up charges at the commencement of the Term;
 - g. Not to remove the goods from the address shown overleaf as the proposed situation of them without prior approval in writing from the Firm;To indemnify the firm in respect of loss of the goods.
3. In the event of the hirer defaulting in the payment of monies due hereunder or if the hirer is otherwise in breach hereof or execution or distress is levied against the property of the hirer then and in any such event the hiring shall forthwith determine and the firm may without notice seize the goods and for that purpose may enter any premises where the Firm believes the goods are situated as the act of the hirer.
4. The Hirer is responsible for the theft, loss and damage to units whilst on hire and the costs of replacement or repairs to such unit will be charged to the Hirer. Where LOSS AND DAMAGE COVER charges have been charged to the hirer, the owner agrees upon prompt submission of a written Police Report, to waive its right to claim for loss and damage to the unit caused by fire, storm, collision, accident, theft or burglary, providing adequate precautions have been taken to safeguard the unit. Such waiving of rights is subject to payment by the Hirer of an excess of:-
 - a. In the event of loss of the Unit: \$500.00 per unit or 10% of the new replacement cost of the Unit (whichever is the greater)
 - b. In the event of damage of the Unit:
\$500.00 per unit or 10% or the cost of repairs to the unit (whichever is the greater)Expressly excluded from the above LOSS AND DAMAGE COVER are loss or damage as defined below:
 - a. Damage due to misuse or abuse of Unit.
 - b. Mysterious disappearance of the Unit.
 - c. Loss or damage in contravention of the conditions of this hire agreement.
 - d. Loss or damage from use in violation of any statutory laws and regulations.
 - e. Damage caused by exposure to any corrosive substance, e.g. caustic cyanide, salt water, acid, etc.
 - f. Theft of the Unit unless reasonably locked and secured.
 - g. Loss or damage during transport, except where transported by the Owner.
 - h. Loss or damage to items on which the LOSS AND DAMAGE COVER premium is not charged.
 - i. Any loss or damage caused by negligence of the hirer.