



TERMS OF HIRE

1 July 2024 Edition

1. HIRE AGREEMENT

- (a) In accordance with the terms and conditions outlined in this agreement, Rapid Plant Hire agrees to rent the Equipment to the Customer for the Hire Period, and the Customer agrees to hire the Equipment and pay the Rental Charges and any other applicable fees.
- (b) During the Hire Period and any mutually agreed-upon extension under these terms, the Customer is permitted to use the Equipment.

2. HIRE CHARGES

- (a) The cost to the Customer of hiring the Equipment will include the following charges:
- (b) Hire Fees as specified on www.rapidplanthire.com.au or as otherwise informed from time to time by Rapid Plant Hire;
- (c) any fees, charges, penalties, fines, demands, or expenses that may be levied by any authority in relation to this Agreement or the Customer's rental of the Equipment;
- (d) Any costs and expenses reasonably incurred by the Hirer in enforcing this Agreement;
- (e) All expenses related to collecting past-due bills and collection fees as specified in clause 18; (v) equipment damage other than normal wear and tear as defined by clause 4(c)(i)–(viii); and (vi) transportation costs to and from Rapid Plant Hire's location.

3. PAYMENT OF HIRE CHARGES

- (a) The Customer agrees to pay all invoices issued by Rapid Plant Hire as and when they fall due.

4. DAMAGE WAIVER

- (a) Upon paying the damage waiver, Rapid Plant Hire will reduce the customer's excess from \$10,000 to \$500 for repairs or replacement of the equipment as a result of loss or damage experienced during its usage under this agreement. This limitation is subject to all other provisions of this agreement.
- (b) This clause does not give the customer any inherent or direct compensation from Rapid Plant Hire for any liability the customer may have to any third party resulting from using the equipment.
- (c) This clause will not apply to loss or damage sustained to the equipment which arises from:
 - i. breach of any statute or other law or regulations in connection with the use of the equipment by the Customer;
 - ii. breach of this agreement where the breach results in increased risk of damage to the equipment;
 - iii. misuse, abuse, wilful and/or malicious acts in connection with the use of the equipment;
 - iv. negligent and/or reckless use and/or overloading of the equipment;
 - v. lack of lubrication or non-adherence to other normal maintenance requirements that are required by or could reasonably be expected of the Customer for use of the equipment under this agreement;
 - vi. disregard for instructions given to the Customer by Rapid Plant Hire in respect of the proper use of the equipment, or in contradiction of the manufacturer's instructions if supplied with the equipment at the commencement of hire;
 - vii. unexplained disappearance of the equipment;
 - viii. theft, loss or damage by whatever cause to tools and/or accessories supplied with the equipment;
 - ix. theft of the equipment in circumstances where the Customer has failed to take reasonable care to protect the equipment from theft. This includes, but is not limited to:
 - 1) circumstances in which the customer neglects to use site security to keep the equipment, such as secured sheds,

8. CUSTOMER WARRANTIES

- buildings, and yards, or other places with restricted access for the public;
- 2) circumstances in which the customer's negligent usage or storage of the equipment results in theft of the equipment either directly or indirectly; and
- 3) Any additional instances in which the customer's irresponsible conduct or omission causes the equipment to be stolen, whether or not the theft could have been predicted given the circumstances.

5. DELIVERY OF EQUIPMENT

- (a) The equipment must be picked up by the customer at Rapid Plant Hire's main office, unless the customer requests delivery.
- (b) Unless otherwise stated, Rapid Plant Hire agrees to deliver the equipment exclusively to the kerb alignment next to the customer-provided address in the event that the customer requests delivery of the equipment under this subclause (a). The delivery vehicle may only enter that address, the job area, or private property at the driver's sole discretion, and the customer agrees to assume all risk and liability for any loss or damage resulting from the entry of the vehicle, whether or not it was caused by negligence.

6. HIRE PERIOD

- (a) Hire charges shall commence from either:
 - i. the time the Equipment is collected by the Customer from Rapid Plant Hire's primary place of business; or
 - ii. the time the Equipment leaves Rapid Plant Hire's premises if the Equipment is delivered to the Customer by Rapid Plant Hire at the Customer's request (pursuant to clause 4 hereof); (iii) as the case may be.
 - iv. Hire charges shall cease from either:
 - v. The time the Equipment is returned to Rapid Plant Hire [subject to subclause 8.3(b)]; or
 - vi. In the event of any Equipment not being returned to Rapid Plant Hire by the Customer before 7:30am the day following the expiration of the Hire Period, then the Customer shall be deemed to have re-hired the Equipment for a further period of one day;
 - vii. As the case may be.

7. RAPID PLANT HIRE WARRANTIES AND OBLIGATIONS

- (a) Rapid Plant Hire shall:
 - i. Provide the Equipment to the Customer at Rapid Plant Hire's location or, upon request in accordance with this paragraph 4, send the Equipment to the Customer's designated location along with a full tank of diesel fuel and oils; and
 - ii. Be in charge of all necessary repairs and replacements for the equipment that result from normal wear and tear; however, if these are related to or caused by the customer's negligence or misuse, the customer will be liable for paying for them.
- (b) With the exception of any terms or warranties that may be implied in this agreement by the Trade Practices Act or other laws, there is no warranty, condition, description, or representation—express or implied—as to the condition, quality, or suitability of the equipment for the use for which it is being rented out.

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- (a) The Customer warrants to Rapid Plant Hire that:
- All information provided by the Customer to Rapid Plant Hire is correct and is not misleading in anyway including, without limitation, by omission;
 - The customer will use the equipment as intended and in the correct manner, having the necessary skills to drive or operate it;
 - The Customer certifies that in choosing the Equipment, it did not rely on any statements made by or on behalf of Rapid Plant Hire and that it matches its description, is in merchantable condition, and is appropriate for the Customer's needs;

9. CUSTOMER OBLIGATIONS

9.1 The Customer will:

- Maintain and operate the equipment skillfully and workman like, cleaning it on their own expense and generally seeing to it that it stays in good shape and condition (with the exception of normal wear and tear) and supplies all fuels required for operation.
- Not use the Equipment for any illegal purpose;
- Complete daily pre-start inspections of the Equipment and complete the inspection log book;
- At the expiration of the Hire Period, return the Equipment to Rapid Plant Hire in the same condition it was supplied (**including free from any mud, dirt, paint, plaster, damage etc) together with a full tank of fuel;**
- Be responsible for the safe keeping of the Equipment and tools or accessories supplied therewith and indemnify Rapid Plant Hire for any loss suffered in this regard through misuse, theft or otherwise as detailed in clause 4;
- Test and tag electrical items on long term (4 week +) hire when due;
- Pay the Rental Charges and any other related costs to Rapid Plant Hire at the agreed rates as and when requested by Rapid Plant Hire;
- Pay on request the relative delivery and collection charges, fuel charges, repair charges, cleaning charges and sundry charges;
- Retain Rapid Plant Hire harmless from any harm or loss experienced by anyone using the equipment due to abuse or other causes.
- Supply the operator and pay the operator's wages.
- Be responsible for and indemnify Rapid Plant Hire against all loss of the Equipment during the hire howsoever caused (other than directly due to fair wear and tear), including loss of fuel or any item on or in the machine from theft and damage pursuant to clause 4. It is recommended the machine be stored in a safe area onsite overnight away from public view where possible;
- Prior to the use of the Equipment, determine the condition and suitability of the Equipment hired for the purpose required;
- Before beginning any excavation work, make sure a Dial Before You Dig (<http://1100.com.au/>) has been finished and that the operator is aware of all services. Rapid Plant Rental disclaims any liability for harm done to property, whether it be public or private. The insurance provided by Rapid Plant Hire does not cover this.
- Ensure that everyone utilizing the equipment is informed of the safety instructions provided, either online www.rapidplanthire.com.au or with the equipment itself;
- Attach any safety signs that came with the equipment, keep them up to date, draw attention to them from anyone using it, and make sure the equipment user can clearly read them;
- Ensure that all safety and operating instructions and notices are observed and not defaced or removed from the Equipment;
- Ensure that all operators of the Equipment wear suitable clothing and any protective equipment required or recommended by the manufacturers safety and operating instructions or as recommended by the owner;
- Not use the equipment for work, nor cause, permit, allow, or employ someone to use it for work in an occupation that the Workplace Health and Safety Act specifies, unless the customer or that person is the bearer of a valid certificate of competency, authorization, or authority to operate the equipment issued for that occupation under the Act;
- Notify Rapid Plant Hire right away of any damage, loss, malfunction, or mechanical problem with any equipment; after that, the hire period

14. TERMINATION

will end unless the breakdown was caused by the customer's misuse or negligence;

- and
- During the hire period, make the equipment available for inspection, maintenance, or servicing by Rapid Plant Hire, its representatives, or its subcontractors.

9.2 The Customer will:

- be liable for any breach of this Agreement committed by the Customer's servants or agents;

9.3 If the Customer breaches clause 9.1(d), then:

- The Customer will be liable for any cleaning, re-fuelling and sundry charges; and
 - If the Equipment is returned in an unsatisfactory condition the item of Equipment will remain on hire and the Customer must continue to pay hire charges until the Equipment is returned to Rapid Plant Hire in a satisfactory condition to be re-hired; or until Rapid Plant Hire can return the Equipment to a satisfactory condition to be re-hired.

10. CANCELLATION

If the Customer wishes to cancel a booking, the Customer must pay the following cancellation fees at Rapid Plant Hire's discretion:

- 7 days or more prior to hire – no charge
7 days to 48 hours prior to hire – 25% of hire fee
24 to 48 hours prior to hire – 50% of hire fee
24 to 0 hours prior to hire – 100% of hire fee

11. TITLE TO EQUIPMENT

- The Customer acknowledges that Rapid Plant Hire retains title to the Equipment and that the Customer's right to possess the Equipment is as a mere bailee only; and (b) The Customer agrees not to;
 - selling, transferring, assigning, subleasing, lending, pledging, mortgage (including the registration of a security interest under the Personal Property Securities Act 2009), renting, leasing, or otherwise dealing with the Equipment to any individual or entity; or
 - attempt, offer or purport to do any of the things listed in subclause (i); or
 - remove the Equipment from the State of Tasmania; or
 - conceal or alter the Equipment in any way or make any addition or alteration to, or repair of, the Equipment.

12. MAXIMUM HIRE OF USE

- The Customer agrees that during the Hire Period, the maximum use for the Equipment is;
- Per day: 8 hours use with no more than 200 kilometres; and
- Per week: no more than 40 hours use and no more than 1000 kilometres.
- In the event that the Customer is in excess of the hours and kilometres specified in clause (a) above, the Customer will be charged for the additional time and/or kilometres as applicable.

13. LIABILITY

- To the extent permitted by law, Rapid Plant Hire excludes all warranties, conditions, rights and remedies to which the Customer would otherwise be entitled; and
- The Customer indemnifies and releases Rapid Plant Hire from all claims and demands regarding any loss or damage to person, property, business, or other direct or indirect suffering or sustained by the Customer and arising from defects in or malfunction, breakdown, or failure of performance of the Equipment. Rapid Plant Hire shall not be liable to the Customer for any loss or damage, whether on the ground of negligence or breach of contractual duty.

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- (a) Subject to subclauses (b) and (c) hereof, this Agreement will terminate upon the expiration of the Hire Period or when Rapid Plant Hire recovers possession of the Equipment, whichever is the later.
- (b) Despite anything to the contrary in this agreement, Rapid Plant Hire may end it at any time by providing the Customer with written or verbal notice. This termination will take effect right away.
- (c) For the purpose of regaining possession of the Equipment, the Customer hereby irrevocably grants Rapid Plant Hire and its agents permission to enter any land or premises owned by the Customer or under its control. This authorization will be granted in the event that the Customer breaches this Agreement, files for bankruptcy, is declared bankrupt, or, in the event that the Customer is a company, faces a winding up petition, is wound up, or enters voluntary liquidation.
- (d) This Agreement will terminate as above, but the Customer will remain liable for any prior breaches and will reimburse Rapid Plant Hire for any costs, claims, and damages resulting from any action taken under this Agreement. This also applies to Rapid Plant Hire taking possession of the Equipment.

15. INSURANCE

- (a) The parties acknowledge that public liability insurance on the Equipment is included in respect of Rapid Plant Hire equipment but not the hirer being negligent in the agreed Hire Charges
- (b) Theft cover will not be provided pursuant to Clause 4(c)(viii);
- (c) In the event that the Equipment is damaged by the Customer pursuant to Clause 4(c)(i)-(ix), then the following insurance excess fees will be charged to the Customer per item of Equipment;
 - i. Standard Excess: \$10,000
 - ii. Theft Excess in respect to any theft or attempted theft claim: \$10,000

16. INDEMNITY

- (a) Unless there is deliberate misconduct on the part of Rapid Plant Hire or its servants or agents acting in the course of their employment, the Customer agrees to release, hold harmless, and indemnify Rapid Plant Hire from and against all liabilities, actions, claims, damages, losses, costs, and expenses of any kind that may accrue against or be suffered by Rapid Plant Hire arising out of or in any way connected with the hiring of the Equipment.

17. ADVERTISING

- (a) It will be allowed for Rapid Plant Hire to attach any identification marks, signs, or advertising devices on the equipment as it sees fit.

18. GST

- (a) All prices in this Agreement and quoted on www.rapidplanthire.com.au are GST exclusive unless otherwise advised.

19. LATE PAYMENTS

- (b) Invoices not paid by the Customer by the due date may incur a late fee of up to 20%, invoiced monthly.
- (c) Invoices not paid by the Customer by the due date may be deducted from customer supplied credit card held on Rapid Plant Hire system.
- (d) Invoices not paid by the Customer may be forwarded on to collection agencies where applicable costs will be added to the invoice.

20. ADDITIONAL RATES

- (a) Rapid Plant Hire reserves the right to revise hire rates and related charges without notice including Clause 20 (c)
- (b) Plant Risk assessments are noted at www.rapidplanthire.com.au or as otherwise advised by Hire from time to time.
- (c) Additional rates (delivery, cleaning, repairs etc.) are noted at www.rapidplanthire.com.au or as otherwise advised by Rapid Plant Hire from time to time.

- (d) After-hours access to Rapid Plant Hire's yard is by appointment and fees may apply.

21. COLLECTION OF INFORMATION

- (a) The client accepts that Rapid Plant Hire may request information about the client's creditworthiness and payment history from and give it to third parties.
- (b) The client consents to Rapid Plant Hire using any personal data it may have about them for any reason.
- (c) Rapid Plant Hire notifies the Client that the following is typically how personal data is gathered:
 - i. For the principal reasons of upholding a customer file, delivering and providing goods and services, accounting, billing, collecting debt, identifying and/or reclaiming Quick Plant Rental
 - ii. Equipment, credit reference checks, and credit listing; and For the secondary purposes of marketing activities, marketing planning, product development, customer and market research and product recalls.
- (d) For the primary and secondary purposes listed in this subclause (c) or as otherwise allowed by law, Rapid Plant Hire's agents, distributors, contractors, and affiliated companies may receive access to a customer's personal information.

22. DEFINITIONS

- (a) **"Agreement"** means this Hire Agreement and the Particulars of Hire Agreement;
- (b) **"Customer"** means (unless agreed otherwise by Rapid Plant Hire) the person or entity who signs this Agreement including its servants or agents;
- (c) **"Equipment"** means the plant or equipment hired by the Customer and as identified in the Particulars of Hire Agreement;
- (d) **"GST"** means the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (GST Act) or any amendment or replacement Act.
- (e) **"Hire Charges"** means the agreed charges for the Hire Period in accordance with Clause 2.
- (f) **"Hire Period"** means the period commencing under clause 6(a) and ceasing under Clause 6(b);
- (g) **"Insurer"** means Rapid Plant Hire's nominated insurer from time to time;
- (h) **"Rapid Plant Hire"** means Rapid Plant Hire ABN 482 417 980;
- (i) **"Particulars of Hire Agreement"** means the particulars attached hereto.

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WE CHARGE FOR TIME OUT, NOT TIME USED.

1 DAY = 24 HOURS, (8 HOURS USE)

LATE RETURNS ARE CHARGED AS FOLLOWS: UP TO 2 HOURS LATE = HALF OF THE DAILY RATE.

AFTER 2 HOURS LATE = 1 EXTRA DAY'S CHARGE.

I AGREE TO PAY ANY ADDITIONAL CHARGES FOR FUEL, DAMAGES OR CLEANING THAT IS REQUIRED TO THE EQUIPMENT UPON ITS RETURN. I HAVE READ AND UNDERSTOOD THE ABOVE CONDITIONS OR AS PROVIDED WITH THIS AGREEMENT.

I HAVE READ AND AGREED TO ALL RAPID PLANT HIRE'S TERMS AND CONDITIONS.

Driver's License No:.....

Customers Address:.....

Hour Odometer Start:.....

Hour Odometer End:.....

Customers Signature.....

Customer Print Name

Date:.....