

Short Term Hire Agreement

Company Details

Trading Name:

.....

Registered Name (if different to above):

.....

.....

.....

A.B.N:

Invoice Address:

.....

.....

.....

Telephone:

Website:

Details of Accounts Payable

Name:

Telephone:

Email:

.....

Credit Card Details

Card Number:

Card Holder Name:

Card Type: (please circle)
 Visa / Mastercard

Equipment Hire Details

Name of User:

Mobile:

Email:

Equipment Required: (description)

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Rental Period: (equipment will be delivered by 5pm on the prior business day)

.....

Delivery Method: (please circle)
 Hold for collection / Please deliver

Delivery Address:

.....

Courier Account Details: (if you wish to use your own freight account)

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Purchase Order / Job Number:

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Any Additional Notes:

.....

.....

Expiry Date:

CCV:

NOTE: A 2% surcharge applies to all credit card transactions

Company and/or Personal Guarantee

I/we certify that we have read the hire and/ or sales terms and conditions and understand they are the basis of the trading relationship with ECO Environmental Holdings Pty Ltd.

Full Name:

Date:

Signature:

Hire Terms & Conditions

'ECO' means ECO Environmental Holdings Pty Ltd, the owner of the hired

goods. 'Customer' means the individual or organization hiring the equipment

'Equipment' means the goods as described in the Order Confirmation/Tax Invoice issued by ECO

The Hire Terms and Conditions are additional to the standard ECO Sales Terms and Conditions

1. Hire Period

The hire period commences on the date outlined on the Order Confirmation raised by ECO for the hire transaction. The hire period is terminated when the equipment is received in its entirety by ECO, in an operational and clean condition from the customer.

2. Hire Rate

The hire rate is the cost of hire per unit detailed on the Order Confirmation/Tax Invoice, calculated at a daily / weekly / monthly charge.

3. Late Returns

Where equipment is returned outside of the nominated hire period, the extended period will be charged at the daily hire rate until the equipment is received in its entirety by ECO, in an operational and clean condition from the customer.

4. Damage Charges/Missing Equipment

If ECO determines the equipment to have been lost or damaged during the hire period or during transit, the customer agrees to replace the lost or damaged equipment, at full replacement cost, regardless of the equipment age. An invoice for the lost or damaged equipment will be issued to the customer by ECO, and shall be paid by the customer within 7 days of the invoice date - even where this period is outside the normal 30 day trading terms.

5. Delivery and Return of Hire Equipment

Where requested, ECO will arrange the delivery of hire equipment according to the customers instructions, at the customers risk and at the customers expense. This includes damage to, or loss of, hire equipment during transit.

6. Customers Covenants

The customer agrees with ECO that:

- a. The equipment shall remain the property of ECO unless otherwise agreed.
- b. The customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- c. The customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or allow any other person/persons do so.
- d. The customer shall notify ECO immediately if any judgment or order is levied against the customer or the property of the customer or if a petition is presented for the liquidation of the customer or a receiver is appointed or a scheme or arrangement is proposed.
- e. The customer shall permit ECO or its agents or servants to enter the premises where the equipment is located at all reasonable times in order to inspect the equipment and carry out repairs to that equipment.
- f. The customer requires and will use the equipment for business purposes only.
- g. The customer accepts full responsibility to guard the equipment against and be solely responsible for the theft, damage or negligence until it has been returned to ECO. In respect of theft, damage, or loss of equipment, the customer agrees to replace the equipment at full replacement value as notified by ECO.
- h. The customer shall obtain adequate public liability insurance to cover both ECO and the customer against possible equipment malfunction or failure during hire period.
- i. ECO shall be indemnified for any loss or damage arising out of the use of the goods and as a result of the hirer's acts or omissions, be they intentional, negligent or accidental.
- j. The customer shall immediately notify ECO in the event of the breakdown of the goods and shall not cause any repairs or other such work to be done on the goods without the consent of ECO.

- k. The customer shall be solely responsible for any loss or damage arising out of the goods and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, or unauthorized acts of agents of the hirer or acts of the hirer's employees, such acts occurring otherwise than in the course of his or her employment.
- l. The customer is responsible for establishing competency of personnel operating or interpreting readings from the equipment
- m. Calibration/accuracy checks are performed on all hire equipment and applicable calibration information is provided by ECO. The purpose of such calibrations is to test equipment functionality only. Where possible, the manufacturers recommended standard of calibration is performed as outlined in the equipment operational manual. Calibration to any Australian and/or international standard is not performed by ECO. It is the responsibility of the customer to ensure appropriate calibration before and during use. In no event will ECO be held responsible for the validity of the instrument readings.

7. Warranty

ECO warrants that each item of equipment hired is fit for the purpose for which it was designed. The customer acknowledges that it has not relied upon any statement by ECO in respect of the customer's purpose for the utilization of the equipment and that ECO is not responsible or liable for the failure of the equipment to perform for the purposes required by the customer, nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.

8. Early Cessation

Notwithstanding the hire period, ECO expressly reserves the right to early cessation which may be exercised on demand and at the absolute discretion of ECO. In the event that ECO so demands the customer shall immediately return the equipment to ECO. The applicable hire rate shall be adjusted and payable on a pro rata basis.

9. Sundry

The above conditions constitute the entire agreement between ECO and the customer with respect to the equipment and shall not be amended except in writing signed by both parties and the customer acknowledges and agrees that all other warranties, or the suitability of the equipment for any particular use or purpose whether implied or statutory, are hereby excluded.