

Easy Hire Tools - Terms and Condition of Hire

April 2023 Edition

Page | 1

These Terms and Conditions of Hire apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Easy Hire Tools and the Customer in writing. Easy Hire Tools agrees to hire Equipment to the Customer on the terms set out in this document. In Signing the Hire Contacts the Customer is agreeing to all conditions within this document and the Hire Contacts. Easy Hire Tools may in its absolute discretion decline to hire Equipment to the Customer at any time without giving any reason.

These Terms and Conditions of Hire are subject to change from time to time by Easy Hire Tools. Notice is deemed given when Easy Hire Tools does any of the following; (a) publishes the amended Terms and Conditions of Hire on its website www.easyhiretools.com.au; or (b) displays the amended Terms and Conditions of Hire at premises from which Easy Hire Tools conducts operations.

1. Definitions

- 1.1. Definition of words within this document, as well as Easy Hire Tools Hire Contacts.
- 1.2. Customer. Individual, corporation, trust, partnership, unincorporated body, government, local authority or agency, or other entity whether or not it comprises a separate legal entity, and a reference to a Customer in the document includes, successor, permitted substitutes and permitted assigns hiring the Equipment from Easy Hire Tools as set out in the Hire Contract and Conditions.
- 1.3. Hired Equipment or Equipment – Any item provided by Easy Hire Tools to the Customer, including any associated or attached items, optional extras available for hire, and or loaned items (including but not restricted to ratchet straps).
- 1.4. Total Cost - All amounts payable by the Customer from time to time as set out in the Hire Contacts.
- 1.5. Hire Period – The date when the Customer takes possession of the Equipment.

2. Hire of Easy Hire Tools Equipment

- 2.1. The hire of Equipment commences from the start date and time as specified in the Hire Contacts, and continues until the Equipment is back in the possession and control of Easy Hire Tools, and is fit for the purpose of hire again, and includes all weekends and public holidays during the period (the hire Period).
- 2.2. The Customer is entitled to use the Equipment for the Hire Period.
- 2.3. Use of the Equipment beyond the end date and time of the Hire Period must be agreed by Easy Hire Tools preceding this and will attract an increased Cost at Easy Hire Tools discretion.
- 2.4. The Customer agrees to return the Hired Equipment upon demand from Easy Hire Tools and that the Hire Contacts may be terminated at any time by Easy Hire Tools without giving any reason.
- 2.5. The Customer acknowledges that Easy Hire Tools has the right to inspect the Equipment at all times during the Hire Period and to allow this, the Customer gives Easy Hire Tools the right to enter any property where the Equipment may be located.

3. Payment for Hire

- 3.1. The Customer agrees to pay, in full, to Easy Hire Tools the Total Cost as stated in the Hire Contacts at the start of the hire period, plus any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to the Hire Agreement.
- 3.2. The Customer agrees that Easy Hire Tools may retain any deposit paid by them for the hire of Equipment to cover additional hire fees or other charges payable by the Customer under the Hire Contacts.



4. Other Charges

- 4.1. The Customer is responsible for the Payment of parking fines or any traffic violations, including penalties for any vehicles hired to the Customer where the Equipment or any part thereof is a vehicle and the parking fines, or traffic violations or penalties are incurred on the vehicle during the Hire Period, and even if the fines or penalties are received after the Hire Period.
- 4.2. In addition to the Hire Fees and charges set out in the Hire Contacts, the Customer is responsible for any physical damage to the Equipment, reasonable fees associated with any necessary cleaning on return of the Equipment, consumables, fines arising out of use of the Equipment, Parts/labour/materials required to modify Equipment at the Customer's request (if Easy Hire Tools agrees to the modification) and any operation training requested by the Customer.
- 4.3. If the Customer does not pay the Hire Fees in full by the due Date, Easy Hire Tools may: (a) charge the Customer, in addition to any other costs recoverable under this agreement, interest of 1.5% compounding monthly on the total outstanding balance. (b) charge the Customer 100% of all costs and expenses incurred by Easy Hire Tools in recovering any unpaid amounts under the Hire Contacts, along with interest of 1.5% compounding monthly.
- 4.4. If the Customer requires Easy Hire Tools to deliver the Equipment at the start of the Hire Period and/or collect the Equipment at the end of the Hire Period, Easy Hire Tools will charge the Customer an additional delivery/collection fee(s) as applicable and as set out in the Hire Contacts.

5. Cross Hire

- 5.1. The Customer must not on-hire the Equipment to any third party.

6. Customer Warranties

- 6.1. The Customer warrants that:
 - 6.1.1. the Equipment will be used in accordance with the conditions outlined in the Hire Contacts and only for the purpose for which it was intended;
 - 6.1.2. the particulars in the Hire Contacts are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - 6.1.3. it is the Customer's responsibility to ensure that the operator of the Equipment currently holds the current licences and all necessary approvals to operate the Equipment. Easy Hire Tools does not accept any responsibility or liability for operator licensing;
 - 6.1.4. the Equipment will not be used for any illegal purpose;
 - 6.1.5. the Customer vehicle is suitable for towing the Equipment if required;
 - 6.1.6. the Customer will not, without Easy Hire Tool's prior written permission, tamper with, repair or modify the Equipment in any way, or permit another to do so;
 - 6.1.7. the Customer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Customer's purpose; and
 - 6.1.8. the Customer agrees that the Equipment has been received by the Customer in clean and good working order.

7. Customer Indemnities

- 7.1. To the full extent permitted by law, the Customer releases, discharges and indemnifies Easy Hire Tools from all claims and demands by third parties upon Easy Hire Tools arising out of or consequent on the use or misuse of the Equipment during the Hire Period.
- 7.2. The Customer indemnifies Easy Hire Tools from any claims arising out of the use of the Equipment including damage to property or livestock or injury to persons.
- 7.3. Without limiting clause 7.1 of the Hire Agreement, the Customer agrees that to the full extent permitted by law, no warranties are given by Easy Hire Tools in respect of the Equipment. Any liability of Easy Hire Tools pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the Equipment or for the cost of resupplying the Equipment, at Easy Hire Tool's sole discretion.



8. Customer Responsibility

- 8.1. Easy Hire Tools gives no guarantee as to the condition, safety or suitability of the Equipment. Easy Hire Tools will rectify minor faults where possible on the job sites. In case of major breakdown, Easy Hire Tools will attempt to replace the Equipment as soon as possible. The Customer releases Easy Hire Tools from any liability for the loss caused by break down of any of the Equipment.
- 8.2. The Customer is liable for the payment of the new purchase price of any Equipment not returned to Easy Hire Tools. The Customer agrees to fully reimburse Easy Hire Tools in the event of damage or loss of the Equipment.
If the Equipment is damaged the Customer must instantly;
 - 8.2.1. stop using the Equipment
 - 8.2.2. take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment.
 - 8.2.3. notify Easy Hire Tools immediately upon becoming aware of the damage.
 - 8.2.4. The Customer accepts full responsibility for any damage caused to any underground services when using the Equipment.
 - 8.2.5. The Customer must take all necessary steps to prevent injury occurring to persons or property as a result of the condition of the Equipment.
 - 8.2.6. The Customer must take all necessary steps to prevent any further damage to the Equipment itself.
 - 8.2.7. The Customer must not repair or attempt to repair the Equipment.
 - 8.2.8. Where necessary the Customer holds a valid current driver's licence, operating licence or permit valid for the type of Equipment hired.

9. Customer Liability

- 9.1. The Customer will assume all risks and liabilities for, and in respect of, the Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Customer's possession, use, maintenance, repair, storage or transport of the Equipment.

10. Damage Waiver

- 10.1. Damage Waiver is not insurance but is an agreement between Easy Hire Tools and the customer that the Customer's liability for damage to any hired Equipment can be limited, in some circumstances only, to an amount called the Damage Waiver Excess.
 - 10.1.1. The Damage Waiver Excess is the actual repair cost of the hired equipment or 10% of the current replacement cost of the hired equipment as reasonably determined by Easy Hire Tools.
 - 10.1.2. Please note - Damage Waiver does not cover the costs of recovery of the equipment, which are always payable by the Customer.
 - 10.1.3. Damage Waiver
 - 10.1.4. The Customer understands and accepts that an additional Damage Waiver Amount will automatically be charged in addition to the Hire Fee unless:
 - 10.1.5. Customer accepts the full replacement or reinstatement costs for any loss, theft or damage to Equipment based on the then current purchase price of the Equipment.
 - 10.1.6. Prior to the Hire commencement date and In the event that written acknowledgement is received from the Customer that confirms that the Customer has current insurance policies which insure the Equipment during the Hire.
 - 10.1.7. When the Customer advises that they have a current insurance policy, they also agree that their insurance policy must remain in full force for the duration of the Hire Period.
 - 10.1.8. Where the Damage Waiver Amount has been charged to the Customer, Easy Hire Tools agrees to waive its right to claim for loss and damage to the Equipment caused by fire, storm, collision, accident, theft or burglary, provided that



the Customer has paid the Damage Waiver Excess promptly, submitted written police report to Easy Hire Tools (where necessary) on the theft within seven days of the theft allegedly occurring. In the event of Theft Waiver applying, hire fees will be charged to the Customer until the Police Report is provided to Easy Hire Tools.

10.1.9. Expressly excluded from clause 10.6 are losses and damage caused by the Customer as defined below:

- 10.1.9.1. where the Equipment is lost or stolen;
- 10.1.9.2. where the operator is not suitably licensed;
- 10.1.9.3. where the operator is affected by drugs and/or alcohol;
- 10.1.9.4. where the equipment has been willfully damaged at any time during the Hire Period;
- 10.1.9.5. Where the damage is caused by rolling or detachment while the Equipment is being driven or towed;
- 10.1.9.6. where the damage is caused while the Equipment is being driven or towed on any road that is unsealed or is not a public road;
- 10.1.9.7. where the damage is caused in any way by overloading; (h) where the damage is caused by flash flooding or general water damage;
- 10.1.9.8. where the damage is caused by a collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object whatsoever due to insufficient clearance;
- 10.1.10. loss or damage caused by the negligent act or omission of the Customer;
- 10.1.11. loss or damage caused by the misuse, abuse or overloading of the Equipment of any components thereof;
- 10.1.12. damage caused to tyres and tubes by blow out, punctures, bruises, cuts or other causes inherent in the use of the Equipment;
- 10.1.13. glass breakage;
- 10.1.14. loss or damage relating to the lack of lubrication or other normal servicing of the Equipment;
- 10.1.15. loss or damage to the Equipment whilst being loaded, unloaded, transported on or over land, water, bridges or vessels of any kind;
- 10.1.16. loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of underrated or excessive length of extension leads on electrical powered tools and machines;
- 10.1.17. damage caused by exposure to any corrosive or caustic substances;
- 10.1.18. theft of the Equipment unless reasonably locked and secured;
- 10.1.19. loss or damage to Equipment during transport, except where transported by Easy Hire Tools. This sub-clause shall not apply to trailers or trailered Equipment;
- 10.1.20. loss or damage from use in violation of any statutory laws and regulations;
- 10.1.21. loss or damage of tools, accessories, grease guns, hoses and similar, electric cords, welding cable, oxy and acetylene bottles, pneumatic tools, steels, shoring equipment, testing plugs, confined space equipment and other similar accessories; and
- 10.1.22. damage caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance.

Clause 10.6 shall not apply where Easy Hire Tools determines that one of the exclusions in Clause 10.7 applies unless the Customer is able to establish to the reasonable satisfaction of Easy Hire Tools that the exclusion does not apply. The Customer must provide Easy Hire Tools with all the information requested by Easy Hire Tools Easy Hire Tools for the purpose of establishing whether one of the exclusions in clause 10.7 applies.



The Damage Waiver Excess is equal to:

10.1.23. \$500 or (if the replacement cost is less than \$500) the replacement cost of the equipment, OR

10.1.24. \$800 for plant trailers or car trailers.

