

BETTA HIRE TERMS & CONDITONS

1. DEFINITIONS

in this agreement:

- 1.1 "Betta Hire" means Betta Hire Ballina Operating Pty Limited. (ABN 41423 382 743) trading as Betta Hire Ballina.
- 1.2 "Hirer" means the person, business or corporation specified overleaf hiring the Equipment from Betta Hire;
- 1.3 "Equipment" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer and specified overleaf.

2. INSPECTION

The Hirer has inspected the Equipment prior to taking possession of the equipment and is:

- 2.1 satisfied that the Equipment is clean, in good repair and in safe working order;
- 2.2 aware of the proper use for which the Equipment is designed and is satisfied that it is suitable for the purpose required;
- 2.3 satisfied with the instructions given in the proper and safe manner of using the Equipment and is familiar with its proper and safe use.

3. USE OF EQUIPMENT

the Hirer agrees that the equipment is to be used.

- 3.1 in a skilful and proper manner and for the purpose and within the capacity for which it was designed;
- 3.2 for legal purposes and in a legal manner and the Hirer will comply at its own expense with requirements of all government authorities and relevant legislation;
- 3.3 at the address provided by the Hirer, and the Equipment is only to be removed from this address for the purpose of returning it to Betta Hire;
- 3.4 by the Hirer or suitably competent employees or, with the approval of Betta Hire, by a suitably competent, certified or licensed operator in accordance with any manuals, operating instructions or safety advices provided with the Equipment, and the Hirer must ensure that such matters are brought to the attention of anyone operating the Equipment.

4. PERIOD OF HIRE

The period of Hire will commence from either:

- 4.1 the commencement date and time as shown overleaf; or
- 4.2 the time when the Equipment is delivered to the Hirer at the address specified overleaf whichever is the earlier; and will terminate;
- 4.3 the time when the Equipment is returned to Betta Hire; or
- 4.4 the time the Hirer notifies Betta Hire that the Equipment is ready for collection by Betta Hire. Such notification will be deemed to have been properly given only when the Hirer has received from a member of the office hire control staff of Betta Hire, an off-hire number. This period of hire will terminate on whichever is the later event of 4.3 or 4.4. **Notification by the Hirer that the Equipment is ready for collection and the receipt by the Hirer of an off-hire number will not relieve the Hirer for liability for the Equipment until it is collected by Betta Hire.** Betta Hire will collect the Equipment within 48 hours of being requested to do so by the Hirer and issuing an off-hire number to the Hirer.

5. RETURN OF EQUIPMENT AND TERMINATION

- 5.1 The Hirer must return the Equipment to Betta Hire during regular business hours.
- 5.2 All equipment returns are subject to a final inspection by the Betta Hire workshop for loss or damage.
- 5.3 Betta Hire may terminate this agreement at its sole discretion and the Hirer authorises Betta Hire and representatives to enter without notice upon such land as may be necessary to recover the Equipment.

6. HIRING CHARGES

the Hirer must pay the hire charges at the rate and in the manner specified during the hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer.

7. LATE RETURN

If the Equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for each extra hour or part thereof.

8. DELIVERY, INSTALLATION AND COLLECTION

If the Hirer requests Betta Hire to deliver, install or collect the Equipment, the Hirer agrees to pay to Betta Hire all of Betta Hire's reasonable expenses occurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to prepare the site.

9. UNLOADING AND LOADING EQUIPMENT

- 9.1 The Hirer is responsible for dismantling Equipment before it is collected by Betta Hire.
If an employee of Betta Hire assists in the loading, unloading or dismantling of the Equipment the Hirer agrees to indemnify Betta Hire for any property damage or personal injuries in relation to this assistance whether or not due to negligence. If Betta Hire is required to dismantle the Equipment before collecting it, the Hirer must pay Betta Hire's reasonable expenses of doing this.
 - 9.2 The Equipment will be delivered to a place with vehicle access, and the hirer must make it available for collection at the same place with vehicle access.
- ### 10. EQUIPMENT MAINTENANCE
- the Hirer agrees to:
- 10.1 keep and maintain the Equipment in a clean condition and good repair and working order;
 - 10.2 service the Equipment in a skilful and proper manner and to supply all oil and grease necessary for operation of the Equipment at its own expense or, if the Hirer cannot service the Equipment, contact Betta Hire to service the Equipment, in which case Betta Hire may charge reasonable expenses for this service;
 - 10.3 supply all fuel necessary for the operation of the Equipment at its own expense;
 - 10.4 repair or replace damaged tyres; and
 - 10.5 give Betta Hire access to the Equipment for inspection at any reasonable time without Betta Hire giving prior notice.

11. EQUIPMENT FAILURE

If Equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of the Equipment and to notify Betta Hire immediately. The Hirer must not attempt to repair the Equipment without the consent of Betta Hire and will immediately return the Equipment to Betta Hire's premises if required to do so by Betta Hire. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, Betta Hire agrees, in its discretion, to:

- 11.1 repair the Equipment within a reasonable time;
 - 11.2 make similar Equipment available, or
 - 11.3 adjust the rental charge.
- Betta Hire will in no circumstances be liable for any loss sustained by the Hirer.

12. ACCIDENT

The Hirer must immediately notify Betta Hire of any accident involving the equipment.

13. DAMAGE AND LOSS

- 13.1 If the Equipment is not returned in good repair and working order (fair wear and tear excepted), Betta Hire may at its absolute discretion charge the Hirer for all reasonable costs of restoring the Equipment to good repair and working order, or replacement cost for Equipment which cannot reasonably be repaired.
- 13.2 The Hirer will be liable for the cost of replacement of Equipment lost or stolen while in its possession. The Hirer agrees to advise Betta Hire immediately of loss, theft or damage.

14. CLEANING

If the Equipment is not returned in a clean condition, Betta Hire may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment.

15. NO INSURANCE

The Hirer acknowledges that the Equipment is not insured by Betta Hire while it is on hire.

16. PAYMENT

Accounts are due and payable at the end of the Hire period. Hire, delivery, installation and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. Where credit is extended terms are cash 30 days from date of statement. Payments must be finalised immediately upon return of the Equipment. Any deposit paid, or credit card provided, by the Hirer may be used by Betta Hire in payment of any hire or other charges payable under this agreement.

17. FINANCIAL COLLECTION COSTS

The Hirer must pay all costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period on an indemnity basis.

18. PURCHASE ORDER

The use of Hirer's purchase order number on this contract is for the Hirer's convenience and identification only. Absence of a purchase order number will not be grounds for non-payment of rental charges when the Hirer has had possession, or the right to possession, of the Equipment.

19. HIRER MUST NOT DEAL WITH EQUIPMENT

Betta Hire may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer must not allow any lien to be created over the Equipment nor sell, transfer, sublease, mortgage or charge the Equipment and will indemnify Betta Hire against any losses or expenses incurred as a result of its loss of possession of the Equipment for any of these reasons.

20. STAND DOWN

If the Hirer wishes to stand down an item of Equipment, he must phone Betta Hire each day on the day stand down is required and seek a stand down number from Betta Hire who will have the discretion to refuse the stand down and require the Equipment to be returned forthwith or made available for collection. Any stand down will commence from the time permission is granted to the Hirer by Betta Hire. A reduced rate of 50% of the normal daily rate may apply at the sole discretion of Betta Hire.

21. EXCLUSION OF WARRANTIES

This contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the Equipment is suited for its intended use. The Hirer warrants that it has made its own independent inspection and has not relied on any representations by Betta Hire.

22. INDEMNITY

The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the Equipment during the hire period whether or not due to the negligence of Betta Hire, its employee or agent or any other person and agrees to indemnify Betta Hire with respect to these claims.

23. CALCULATION OF CHARGES

- 23.1 Charges are based on time out not time used.
- 23.2 One day's hire is for eight hours work in twenty-four.
- 23.3 One week is seven consecutive days including weekends and holidays.
- 23.4 Extra days are charged at 1/5th of the weekly rate.
- 23.5 Payments to be made under this agreement have been calculated exclusive of any GST or duty, and the Hirer agrees to pay Betta Hire any GST or duty payable in relation to the hire of the Equipment.

24. GENERAL

- 24.1 The provisions of this contract are severable, so that the invalidity, unenforceability, or waiver of any of the provisions will not affect the remaining provisions.
- 24.2 The law relating to this agreement will be the law of the State of NSW and the parties submit to the non-exclusive jurisdiction of the NSW courts.
- 24.3 All payments to Betta Hire will be made without set-off, deduction or counterclaim.