

# Equipment Hire

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## TERMS AND CONDITIONS

### 1. USE OF EQUIPMENT

The hirer shall at all times use the equipment in a skilful and proper manner and shall at his own expense service, clean, maintain, and repair the equipment as to remain in a good and substantial condition. Reasonable wear and tear excepted.

### 2. CLEANING

Upon completion of hiring, the hirer must properly clean the equipment. It is agreed that the whole or any part of the cost incurred by the owner, arising out of failure by the hirer under this clause will be added to the hire charge.

### 3. FREIGHT

In respect of the delivery and return of the equipment it is the hirer who shall be responsible for all freight and other charges whether incurred by the owner or the hirer, except when the period of hire is determined and the equipment is returned to the owner, due to breakdown or failure caused solely by reasonable wear and tear, and not by the hirer's negligence, or misuse or any other reason whatsoever

### 4. DAMAGE TO EQUIPMENT

The hirer shall be responsible for any loss or damage to the equipment for any reason whatsoever, except loss or damage which is caused by reasonable wear and tear. It is agreed that upon the completion of the period of hire the whole or any part of the costs of replacement, or repair to the equipment will be added to the hire charge.

### 5. HIRING CHARGES

The hirer shall pay the owner the charges at the rates specified, which shall commence from the beginning of the period of hire to the date upon which the equipment is returned to the owner.

### 6. SUB-HIRER

The parties hereto expressly agree that the hirer shall retain the equipment for their own personal use and shall not part with possession of the same or otherwise sub-lease, sub-hire, or assign the benefit of this agreement to any other person or corporation without the written part consent of the owner.

### 7. BREAKDOWN

In the event of a breakdown or failure of the equipment the hirer shall return the equipment to the owner's premises forthwith and on no account repair, or attempt to repair, the equipment without the prior consent of the owner. In event that such breakdown or failure is caused by reasonable wear and tear and not by the hirer's negligence or misuse or any other reason whatsoever, then the period of hire shall be determined upon the return of the equipment to the owner.

### 8. LIABILITY

The owner shall not be liable for any loss or damage by leased equipment whether to the hirer or its property or any other person, firm, or corporation, nor shall the owner be liable for any delay or failure thereof or for any interruption of use of same or loss resulting therefrom. The owner's liability if any, for furnishing the wrong or defective equipment to the hirer is limited to a rebate of the rental charged for such equipment. The hirer hereby indemnifies the owner from liability for any and all losses, damages, infuses, claims, demands and expenses of whatsoever kind of nature arising out of the use/or condition including, without limitation, latent and other defects whether or not discoverable by the owner of the hired equipment.