

FAL EQUIPMENT HIRE AGREEMENT

1. Use, operation and maintenance

The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks. The equipment shall not be used by anyone other than the hirer without the expressed permission of the owner.

The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.

The hirer agrees to comply with all WHS laws relating to the use of the equipment and related operations.

The hirer shall ensure the equipment is returned to the owner clean of soil or any other foreign matter. In the event that these requirements are not complied with the hirer shall pay the owner the reasonable costs of compliance with these requirements.

2. Hirer's warranties

The hirer warrants that:

- 2.1 The equipment will be used in accordance with the conditions outlined in the manufacturers operating manual;
- 2.2 The hirer holds a valid current drivers licence, operating licence or permit valid for the type of equipment hired;
- 2.3 The equipment will not be used for any illegal purpose;
- 2.4 The hirer will not, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
- 2.5 The hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose

3. Indemnity

To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

4. Loss, damage or breakdown of plant and equipment

- 4.1 The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.
- 4.2 If there is a breakdown or failure of the equipment, then the hirer shall notify the owner and the hirer shall not attempt to repair the equipment

5. Insurance

The owner will maintain current insurance policies in respect of the equipment to its full insurable value.

6. Liability

The hirer 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 whatsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.

7. Disclaimer

To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

8. Title to goods

- 8.1 The hirer acknowledges that the owner retains title to the equipment.
- 8.2 The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.

9. Repossession

The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.

10. Completion of the hire period

The hire period is completed when the equipment is returned to the owner in the same condition as when it was hired and an FAL representative has signed acceptance.