

# TechBoard Short Term Hire Agreement

Tech Plas Extrusions Pty Ltd ABN 57 003 004 699



## Contract Schedule

Details – Legal name of customer (in full)		
Customer name:		ABN:
Contact name:	Phone:	Email:
Site Location:	Suburb:	Post Code:
Billing address:	Suburb:	Post Code:
Billing email address:		

Description of Equipment					
Qty	Type	Description	Comments	Weekly Unit Rate ex GST	Total Weekly Rate ex GST
				\$	\$
Other Charges are published at <a href="http://techplas.com.au/techboard-scaffolding/">http://techplas.com.au/techboard-scaffolding/</a>				Total Weekly Ex GST:	\$

**Equipment Rental Terms & Conditions**

Tech Plas Extrusions Pty Ltd (ABN 57 003 004 699) ("the Owner") hereby grants to the Customer described in the Contract Schedule ("the Customer"), and the Customer hereby agrees to hold, the Equipment described in the Contract Schedule ("the Equipment"), subject to the terms and conditions.  (I have read and accept the terms and conditions). Payments shall commence on the **Commencement Date** with subsequent payments to be made on the same date of each third month thereafter.

DELIVERY FEE \_\_\_\_\_  
(one off charge not included in direct debit)

DELIVER ADDRESS \_\_\_\_\_

**TOTAL WEEKLY FEE (Ex GST)** \_\_\_\_\_

GST \_\_\_\_\_

**TERM OF AGREEMENT** \_\_\_\_\_ (WEEKS)

**COMMENCEMENT DATE** \_\_\_\_\_ (PAYMENT STARTS)

DATE OF AGREEMENT \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

RETURN LOCATION \_\_\_\_\_

**Billing Details**

**DIRECT DEBIT**  (includes credit card option)      **PAYMENT FREQUENCY**  Weekly

**PAYMENT via EFT**

**CREDIT ACCOUNTS subject to the terms of the Tech Plas Credit Account Application**

The Customer agrees to enter into this agreement on the Terms & Condition as described overleaf (I have read and accept the terms and conditions). Other Charges may apply to this Hire Agreement and by signing this Agreement you acknowledge you that you are familiar with the Other Charges.

SIGNATURE – Of the CUSTOMER or authorised representative thereof	SIGNATURE - Of the Owner or authorised representative thereof
Name (print):	Name (print):
Title:	Title:
Date:	Date:

## Equipment Hire Terms and Conditions

### 1. TERMS

1.1 These terms apply to the hire of the Equipment and the provision of the Services by us to you under this Hire Agreement.

### 2. HIRE PAYMENTS

2.1 Subject to clause 12, you must pay the Hire Payments and as applicable the Other Charges to us for the hire of the Equipment both of which are set out in the Hire Agreement to which these Terms and Conditions apply.

### 3. TERMINATION BY YOU

3.1 You may end this Hire Agreement by returning the Equipment to us at the nominated Delivery Location. This Hire Agreement will then end on the day that all the Equipment has been accepted by us at the Return Address after all necessary inspections have been made.

3.2 If you terminate this Hire Agreement under clause 3.1 where there is an agreed Term set out in the Hire Agreement, you must pay to us the Total Term Fee less any fees you have paid to us up to the date you terminate this Hire Agreement under clause 3.1.

### 4. OWNERSHIP

4.1 We are the owners of the Equipment and you only have the right to use the Equipment in accordance with the Terms of this Hire Agreement.

4.2 You must protect our ownership of the Equipment and you agree:

(a) not to attempt to sell, hire, dispose of, encumber or deal in any way with the Equipment in a manner which is contrary to our ownership;

(b) to only use the Equipment in accordance with the law and any operating instructions, manuals and our directions;

(c) to keep the Equipment in clean and in good order and repair.

4.3 Risk in the Equipment will pass to you on delivery to you and you will be responsible for the Equipment and will at all times maintain comprehensive insurance to cover risk of damage to or loss of the Equipment.

### 5. LOOKING AFTER OUR EQUIPMENT

5.1 You agree at all time to maintain the Equipment in good order and follow any maintenance instructions we provide to you.

### 6. LOCATION OF EQUIPMENT USE

6.1 You must not move the Equipment from the Delivery Location, or the Site Location where you have taken delivery at another location prior to installation at the Site Location. If you wish to move and use the Equipment at another location you must seek out written consent for the removal of the Equipment to the new location and we will update the Site Location for this Hire Agreement.

### 7. DELIVERY LOCATION

7.1 We will Deliver the Equipment to you at the Delivery Location which is set out in the Hire Agreement.

7.2 We will not be liable to you for any failure to deliver or any delay in delivery of the Equipment to the Delivery Location for whatever reason including any part delivery.

### 8. RETURN OF EQUIPMENT

8.1 You must arrange to return the Equipment to the Return Location during normal business hours and ensure that you receive a written acknowledgement of the return of all of the Equipment.

8.2 When you return the Equipment to us we will inspect the Equipment and if we determine it is no longer in good order, or not all of the Equipment has been returned to the Return Address on the day it is required to be returned, you agree to pay the applicable Other Charges.

### 9. INVOICING, PAYMENT, CREDIT AND DEFAULT

9.1 You must pay to us the Hire Payments and the Other Charges as set out on the Hire Agreement.

9.2 Unless we agree to provide you with credit terms you must pay us in advance of the Delivery of the Equipment the initial Total Term Fee.

9.3 We will provide to you a tax invoice for the Hire Payments.

9.4 If:

(a) you default in any payment due to us or we conclude that you are likely to, including where you are unable, or state that you are unable, to pay your debts as and when they fall due or where a receiver, receiver and manager, controller, trustee or other insolvency administrator is appointed, or a scheme of arrangement is proposed or approved in respect of you or a mortgagee enters into possession of any of your assets or any similar situation occurs; or

(b) you are otherwise in breach of this Hire Agreement, then:

(c) we may, at our option:

(i) reclaim the Equipment in your possession or under your control and may enter premises where we believe that Equipment is stored, and recover from you all costs of doing so; and/or

(ii) by notice to you, with immediate effect, terminate this Hire Agreement; and

(d) all monies owing and outstanding by you to us become immediately due and payable (without the requirement for notice from us).

We will not be liable to you for any losses you incur as the result of our exercising any of our rights under this clause.

9.5 If we believe that we have rights under clause 9.4, you must promptly and reasonably respond to any enquiry from us to clarify this.

9.6 Without in any way limiting our right to require payment in full on the due date, we may charge interest on overdue accounts at the rate that is 5.0% per annum above the rate charged by the Commonwealth Bank of Australia from time to time on overdrafts of less than \$100,000.00. Interest will accrue daily and compound monthly from the due date until payment has been received by us in cleared funds. Payments by you will be applied first to interest accrued and then to the overdue amount.

9.7 Any collection charges, legal expenses (calculated on a full indemnity basis) and commissions or any other expenses incurred by us in attempting to recover from you any payment due to us is payable by you to us on demand by us.

9.8 If you owe us money for any reason and we owe you money in connection with this Hire Agreement, we may set off the amount you owe us against the amount that we owe you and pay you the resulting net amount.

### 10. OUR WARRANTIES AND LIMITATION OF OUR LIABILITY

10.1 Notwithstanding any provision to the contrary in this Hire Agreement, the terms do not exclude or limit the application of any statute (including the CCA or equivalent or similar legislation) where to do so would:

(a) contravene that legislation; or

(b) cause any part of clause 10 to be void.

10.2 To the extent to which the consumer guarantees under the CCA do not apply, we:

(a) make no representations or warranties concerning fitness for purpose or quality of the Equipment or Services, and you must assure yourself of these matters having regard to your circumstances;

(b) expressly negate and exclude all conditions and warranties which might otherwise be implied by law; and

(c) are not and will not be liable for any claim by you for breach of representation or warranty.

10.3 To the extent that the Equipment or Services are not of a kind ordinarily acquired for personal, domestic or household use, our liability to you (if any) arising from the consumer guarantees in the CCA is limited (at our election) to:

(a) replacing or repairing the Equipment, supplying equivalent equipment; or

(b) resupplying the Services or to the cost of doing so.

10.4 To the extent permitted at law in no circumstance will we be liable to you or any other person for any loss or damage to person or property, or for consequential, special, punitive, incidental, indirect or economic loss or damage or loss of profits, revenue, savings or opportunity arising out of us providing the Equipment and/or Services in connection with this Hire Agreement on any account whatsoever, and whether by way of damages or indemnity or in respect of breach of contract, tort (including negligence) or defect in manufacture/processing, design or information.

10.5 You must indemnify us for costs, damages or claims against us which we incur arising from any breach by you of the terms of this agreement.

### 11. END OF THE TERM AND HOLDING OVER

11.1 If we have agreed with you to hire the Equipment for a Term and you wish this Hire Agreement to end on the expiry of the Term described on the Hire Agreement you must return the Equipment to us at the Return Location on or before the end of the Term.

11.2 If you do not return the Equipment in accordance with clause 11.1, the Term of this Hire Agreement will automatically renew for a further period of 3 months and this Hire Agreement will continue until either party provides to the other party 30 days notice to terminate this Hire Agreement.

11.3 Where the Term of this Hire Agreement is extended by the operation of clause 11.1 for a period beyond 12 months the Weekly Fee will be increased by the greater of 5% or the CPI current at the time for the nearest Capital City to the Location.

### 12. TERMINATION

12.1 If you during the Term of this Hire Agreement:

(a) fail to make a payment within 14 days of the applicable due date; or

(b) breach any term of this Hire Agreement and fail to rectify the breach within 14 days of notice being provided to you by us; or

(c) commit or suffer an act of bankruptcy or being a company you without our written consent go into liquidation, administration or receivership;

then in any such case we can treat this Hire Agreement as fundamentally breached and with or without notice terminate this Hire Agreement whereupon you will immediately return the Equipment to us and failing such return we may repossess the Equipment. You must pay to us the Hire Payments which are due up to the date that the Equipment is returned to us or if you fail to return the Equipment the date we repossess the Equipment. As applicable you must pay to us all Other Charges which may apply in relation to the Hire Agreement.

### 13. GENERAL

13.1 You authorise us to complete any blank spaces appearing in the Contract Schedule and in particular to insert the Commencement Date and the serial numbers and other identification data of the Equipment as applicable.

13.2 This Hire Agreement, and any dispute which arises under, out of or in connection with this Hire Agreement, it's negotiation or subject matter are governed by the law of New South Wales and you and us both irrevocably and unconditionally submit to the non-exclusive jurisdiction of the New South Wales courts. We agree that we must both seek to resolve any differences by direct negotiation for not less than 10 days before either of us resort to legal action.

13.3 In this Hire Agreement, another grammatical form of a defined word or expression has a corresponding meaning.

13.4 Headings are inserted for ease of reference only and do not affect the interpretation of this Hire Agreement.

13.5 If part or all of any provision of this Hire Agreement or its application to any person or circumstance is illegal or unenforceable, the provision will be interpreted as may be necessary to ensure it is not illegal or unenforceable. If any provision or part of it cannot be interpreted in that way, the provision or part of it will be severed from this Hire Agreement and the remaining provisions continue in full force and effect.

13.6 Any notice given by us under, or failure by us to insist on strict compliance with, any agreement between you and us (including an accepted order from you) or any delay by us in exercising our rights under any such agreement is not a variation or waiver of any provision of that agreement or of any right available to us.

13.7 A rule of construction does not apply to the disadvantage of us because we prepared this Hire Agreement.

13.8 We may, without notice to you, sell or assign, either absolutely or by way of security, our rights or interests in this Hire Agreement. You may not assign or novate any or all of your rights or obligations under this Hire Agreement to a third party or purport to do so without our prior written consent (which may be given or withheld in our complete discretion).

13.9 All notices under this Hire Agreement must be in writing and delivered by you or us to the other at the address in Australia that the other specifies from time to time.

13.10 Any variation to, or amendment or replacement of, this Hire Agreement as they apply to you must be authorised in writing by us through a duly authorised signatory on our behalf.

13.11 If you are a company or trust, we can terminate this Hire Agreement immediately by notice in writing to you if we form the view that you have undergone a change of control or other change of circumstance whereby we conclude that we would be dealing with a different party or are subject to different commercial considerations if we were to continue dealing with you. We can also terminate this Hire Agreement immediately by notice in writing to you if you sell or transfer all or a material part of your business, assets or undertaking (or agree to do so) without our prior written consent

13.12 No delay or failure to exercise any of our rights or remedies will be a waiver of any of our rights or remedies.

### 14. DEFINITIONS

14.1 In this document:

**we, our, us or Owner** means Tech Plas Extrusions Pty Ltd ABN 57 003 004 699 and its officers, employees, agents, contractors and advisers;

**you or your** means the Customer;

**Commencement Date** means the date set out on the Contract Schedule;

**Contract Schedule** means the first page of this Hire Agreement;

**Customer** means the customer set out on the Hire Agreement;

**CCA** means the Competition and Consumer Act 2010 (Cth);

**End Date** means the end date listed on the Hire Agreement

**Equipment** means the equipment listed on the Hire Agreement;

**GST**, supply, tax invoice and taxable supply have the same meaning as in A New Tax System (Goods and Services) Act 1999 (Cth) and Sales Tax means any tax or levy of a sales, value added or goods and service nature applicable to the sale and/or supply of any product or service from time to time under the law applicable to this Hire Agreement and includes stamp duty on this Hire Agreement or any transaction contemplated by them;

**law** means, other than in clauses 10 any law, by-law, legislation, rule, standard, regulation, registration, code or relevant good industry practice applicable to Equipment and/or Services;

**Related Body Corporate** has the meaning given in section 9 of the Corporations Act 2001 (Cth); and

**Services** means any services supplied or deemed to be supplied by us incidental to the Equipment provided under this Hire Agreement.

**Term** means the term of the agreement listed on the Hire Agreement.

**Total Term Fee** means the total weekly fee listed on the Contract Schedule to this Hire Agreement times the number of weeks in the term of the agreement plus all applicable Other Charges.