



# Terms and Conditions for Hire

ABN: 89416725266

Altar Excavation and Hire agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment, Altar Excavation and Hire will issue to the Customer a Hire Schedule, setting out the terms of the hire of that Equipment.

Each Hire Schedule is not a separate contract but forms a part of the Hire Agreement between Altar Excavation and Hire and the Customer. The Customer agrees to receive Hire Schedules and all associated documentation by electronic means, or by printed or other form where electronic means are not available.

The Customer must check the Hire Schedule on receipt and unless the Customer notifies Altar Excavation before collection of the Equipment that they disagree with anything within the Hire Schedule, the terms of the Hire Schedule (including these Terms and Conditions for Hire) are accepted by the Customer. Altar Excavation may in its discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.

## 1. Definitions

**Altar Excavation and Hire** refers to the company providing the hire equipment.

**Customer** refers to the individual or entity renting the equipment.

**Equipment** refers to all machinery, tools, and accessories hired by the Customer.

**Fair Wear and Tear** means normal deterioration which could be reasonably expected over the Hire Period under normal operating conditions, where the Equipment is operated by a reasonably competent operator, having regard to the condition, age, existing wear and other specific characteristics of the Equipment, but excludes deterioration to the Equipment caused by use in Harsh Environments.

**Fee** means the fee for the hire of the Hire Equipment as set out in the Contract Invoice plus any GST.

**Hire Agreement** has the meaning given to it in clause 2.

**Hire Period** means the period described in clause 3.

**Hire Schedule** means the document (signed or unsigned) provided by Altar Excavation and Hire to the Customer which includes details of the Equipment hired, any fees, any other applicable charges, and the address for delivery of the Equipment.

**Liability** includes all liability, claims, damage, loss, costs and expenses (including legal fees, costs and disbursements on a full indemnity basis) and any environmental loss, cost, damage or expense.

**Licence to Perform High Risk Work** means a valid licence issued by the relevant workplace health and safety departments of each respective state government required for the operation of Equipment which is considered to be high risk.

**Location** means the address identified within the Hire Schedule.

**Terms and Conditions** means these hire terms and conditions.

## **2. Hire Agreement**

2.1 A Hire Agreement is formed on the provision of a Hire Schedule to the customer from Altar Excavation and Hire. The Hire Agreement applies to all Equipment hired by You.

2.2 The Hire Agreement consists of:

- a) these Terms and Conditions of Hire; and
- b) the Hire Schedule.

2.3 Any terms contained in any document supplied by the Customer will not form part of the Hire Agreement.

## **3. Hire Period**

3.1 The Hire Period commences on the earlier of the following:

- a) when the Customer takes possession of the Equipment; or
- b) if the Customer requests delivery of the Equipment, the time Altar Excavation and Hire deliver the Equipment to the address in the Hire Schedule, or other address as advised by the Customer.

3.2 The Hire Period ends when the Equipment is back in Altar Excavation and Hire's control or possession.

3.3 The Hire Period includes weekends and public holidays.

3.4 The Hire Period may be extended by agreement between Altar Excavation and Hire and the Customer subject to payment of such additional fees as may be agreed by Altar Excavation and Hire and the Customer.

## **4. Altar Excavation and Hire's Obligations**

4.1 Altar Excavation and Hire agrees to:

- a) hire the Equipment to the Customer for the Hire Period;
- b) provide the Equipment in good working order;
- c) ensure equipment has a full tank of fuel prior to commencement of hire; and
- d) subject to the rest of this Hire Agreement, allow the Customer to exclusive use of the Equipment during the Hire Period.

## **5. Customer obligations**

5.1 This Hire Agreement is personal to the Customer and the Customer must not allow or authorise any other person or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed by Altar Excavation and Hire in writing.

5.2 The Customer agrees that before collection or taking delivery of the Equipment, that they are satisfied as to the suitability and condition of the Equipment. Altar Excavation and Hire makes no representations and gives no guarantee that the Equipment is suitable for the Customers intended purpose.

5.3 The Customer understands that the use of the Equipment carries with it dangers and risks of injury and the Customer agrees to accept all such dangers and risks.

5.4 The Customer agrees to:

- a) ensure that the Equipment is used only for the intended purpose for which it was designed by the manufacturer and in accordance with the manufacturer's instructions;
- b) operate the Equipment safely and strictly in accordance with all applicable laws and ensure the Equipment is stored safely and securely at all times;
- c) ensure persons operating or erecting the Equipment:
  - i) are suitably trained on its safe and proper use;
  - ii) are appropriately qualified and where necessary, hold a current licence and/or Licence to Perform High Risk Work (as required by law) to operate the Equipment
  - iii) wear suitable clothing and protective equipment when operating the Equipment as reasonably required or otherwise specifically recommended by Altar Excavation and Hire or the manufacturer;

- iv) are not under the influence of drugs or alcohol and do not carry illegal, prohibited or dangerous substances while in, on or around the Equipment;
- d) to the extent required or recommended by Altar Excavation and Hire, the manufacturer or applicable workplace, health and safety laws, conduct a job safety analysis prior to using the Equipment;
- e) ensure their vehicle is suitable and has the towing capacity required to transport the hired equipment and attachments.
- f) display all safety signs and instructions (as required by law) and ensure that all instructions and signs are observed by operators of the Equipment;
- g) supply, at Customer's own expense, all fuel necessary for the operation of the Hire Equipment and return the machine with a full tank of fuel;
- h) return the Equipment to the Location on or before the last day of the Hire Period unless otherwise agreed; and
- i) return the Equipment in clean condition and in good repair and working order.

5.5 If the Equipment is found to be broken, damaged and/or defective, the Customer must notify Altar Excavation and Hire within 24 hours after collection or receipt of the Equipment. If Altar Excavation and Hire is not notified within this time period, the Equipment collected or received will be deemed to have been in good order and condition on collection or delivery (as applicable).

5.6 The Customer must notify Altar Excavation and hire immediately in the event that the Equipment is lost, stolen or involved in an accident.

5.7 The Customer must not:

- a) in any way alter, modify, tamper with, damage or repair the Equipment without Altar Excavation and Hire's prior written consent;
- b) deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Equipment; or
- c) remove fuel or oil tank caps, bund plugs or seals from the Equipment and ensure that they are in place when the Equipment is returned.

5.8 If, at the Customer's request, Altar Excavation and Hire supplies an operator to operate the Equipment (the Operator):

- a) the Operator will be under the Customer's direction and control during the Hire Period and will comply with their reasonable directions;
- b) Altar Excavation and Hire will not, while the Operator is working under Your direction and control, seek to direct or supervise any of the work undertaken by Operator;

- c) Altar Excavation and Hire will have no Liability to the Customer for any acts or omissions of the Operator where they are acting under the Customers direction and control during the Hire Period; and
- d) the Customer will not allow any other person to operate the Equipment without Altar Excavation and Hire's prior written consent.

## **6. Payment**

6.1 The Customer agrees to pay Altar Excavation and Hire the Fee for the Equipment for the Hire Period plus any GST.

6.2 The Customer must pay the Fee and any additional charges that become due and payable under the Hire Agreement within 30 days of the invoice date.

6.3 Altar Excavation and Hire may charge interest on unpaid invoices that have exceeded due by ten (10) business days. Interest is calculated at 0.5% per week.

6.4 The Customer must pay all reasonable costs incurred by Altar Excavation and Hire in recovering any outstanding amounts including but not limited to debt collection or legal costs.

6.5 If the equipment is not returned by the agreed-upon return date, a late fee of one additional day's hire rate will apply for each day the Equipment is overdue. This fee will be charged until the Equipment is returned or until the Hire Agreement is terminated.

## **7. Damage Waiver**

7.1 The Fee includes a damage waiver premium unless otherwise agreed in writing.

7.2 If the Fee does include the damage waiver premium, Altar Excavation and Hire will waive the cost of repairs or replacement of the Equipment only in respect of accidental damage on payment by the Customer of \$550 inclusive of GST or 10% of the repair or replacement costs, whichever is greater.

7.3 The Damage Waiver does not cover:

- a) Damage resulting from misuse, abuse, or neglect of the Equipment;
- b) Loss or theft of the Equipment;
- c) Water damage; or
- d) Intentional or reckless damage.

## **8. Theft**

8.1 It is the responsibility of the Customer to ensure the Equipment is stored safely and securely for the duration of the Hire Period.

8.2 If the Fee includes the damage waiver premium and the Equipment is stolen from the Customer during the Hire Period, a police report must be provided to Altar Excavation and Hire within 24 hours of the theft. If the police report states that the theft occurred by forced entry to the Customers Premises, Altar Excavation and Hire will waive the cost of the replacement of the Equipment on payment by the Customer of \$550 inclusive of GST or 10% of the replacement costs, whichever is greater.

8.3 The Customer will be liable for the full replacement cost of the Equipment as supplied new by the Equipment Dealer if the Equipment is stolen and clause 8.2 is not complied with.

## **9. Cleaning**

9.1 Cleaning of mud & dirt accumulated in the usual use of the machine is included in the hire price.

9.2 Equipment returned with concrete, paint, render and all other substances that cannot be removed easily with a water blaster; Altar Excavation and Hire may, in its discretion, charge the Customer for all costs of returning the Hire Equipment to its original condition.

## **10. Liability and Indemnity**

10.1 The Customer assumes all risks and liabilities in relation to the Equipment.

10.2 To the fullest extent permitted by law, the Customer releases and indemnifies Altar Excavation and Hire from any claims or demands related to direct, indirect, incidental, or consequential losses, personal injuries, or damages to people or property that may occur from using or misusing the hired Equipment.

## **11. Title to Equipment**

11.1 The Customer acknowledges that Altar Excavation and Hire retains title to the Equipment and that the Customer has rights to use the Equipment as a mere bailee only.

11.2 The Customer agrees not to sell, assign, let, sub-let, lend, pledge, mortgage, hire or otherwise encumber, part with possession of, alter, attempt to repair or deal with the Equipment unless otherwise agreed with Altar Excavation and Hire

## **12. Termination of Hire Agreement**

12.1 Altar Excavation and Hire may terminate the Hire Agreement (including the Hire Schedule) and repossess the Hire Equipment if:

- a) the Customer fails to pay the Fee or any additional fees;
- b) the Customer breaches the Terms and Conditions for Hire; or
- c) the Customer commits any act of bankruptcy, becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business, subject to any rights under the Corporations Act 2001.

12.2 In the event of termination pursuant to clause 12.1, Altar Excavation and Hire has the right to possession of the Equipment and payment of any amounts owed by the Customer including any costs or expenses incurred by Altar Excavation and Hire in respect of the termination.

## **13. Privacy**

13.1 Altar Excavation and Hire is committed to protecting your personal information. We collect, use, and store personal information in accordance with the Privacy Act 1988 and the Australian Privacy Principles (APPs).

13.2 Altar Excavation and Hire may need to collect personal information about Customers, including full name and address, drivers licence details, credit card details, date of birth, and credit or business history.

13.3 Customers consent to Altar Excavation and Hire using personal information in order to:

- a) fulfill functions associated with the hire of Equipment;
- b) provide services;
- c) prevent theft of Equipment;
- d) enter into contracts with the Customer or third parties, and
- e) market to and maintain a client relationship with the Customer.

13.4 Altar Excavation and Hire takes all reasonable steps to protect Customer personal information from misuse, loss, and unauthorized access or disclosure. Altar Excavation and Hire will not disclose Customer personal information to third parties without Customer consent, except as required by law.

13.5 Customers have the right to access provided personal information and request corrections. Personal information is retained only for as long as necessary to fulfill purposes for which it was collected as required by law.