



Hire Agreement Terms & Conditions

1. Definitions

In these conditions:

- (a) "Enceee" is Enceee Electrical Contractors P/L ABN 65 347 393 522 t/as Enceee Electrical Hire
- (b) The "Hirer" refers to the person, firm or corporation hiring plant from Enceee.
- (c) The "Plant" means all equipment, including accessories & parts supplied to the Hirer.

2. Contract

- (a) Hire is charged from the time the Plant is out of possession of Enceee at the Hirer's request (inclusive of weekends & public holidays), not only the time the plant is used.
- (b) All electrical equipment hired from Enceee is tested & tagged before leaving our workshop. The tags are valid for 3 months from delivery date. It is the Hirers responsibility to maintain current tagging.
- (c) The Hirer shall pay Enceee the complete amount of the contracted rental rate for the initial hire term agreed upon even if the contract is terminated before the end date of the contract.
- (d) The rental period will be computed from the date upon which Enceee completes delivery and/or installation of the Plant hired, or the Hirer picks up the Plant from Enceee and then continuing on until the termination of the hire in accordance with these conditions.
- (e) After the expiration of the initial hire period, the rental will be automatically continued on a daily basis until the Hirer notifies Enceee that they wish to cease the hire agreement and have the Plant picked up & removed from their site, or return the Plant to Enceee.
- (f) The Hirer may terminate this agreement at any time by contacting Enceee. If this is after the initial hire contract is completed, hire charges shall cease from this notification but notice of 5 working days must be allowed to have the Plant picked up from site. Clear access must be available on site when Enceee arrives to pick up Plant on hire. If Plant is not accessible & waiting time is involved, the Hirer will be charged accordingly.

3. Responsibilities of Hirer

The Hirer shall:

- (a) Determine the condition & suitability of the Plant hired for the purpose required.
- (b) Use the Plant in a proper manner & only for the purpose & within the capacity for which it was designed.
- (c) At his own expense maintain the Plant in good order & substantial repair & condition.
- (d) Accept full responsibility for the safekeeping of the Plant. It is the Hirers responsibility for the security & protection of the plant until collected by Enceee, whatever the time frame. The Hirer is liable for:
The cost of repairing any damage to leads, plugs, outlets & all other components of the Plant while on hire.
The replacement cost of any Plant stolen while on hire.
- (e) Accept full responsibility for, & indemnify Enceee against all claims in respect of injury to persons, or damage to property, arising out of the use of the plant during the hire period.
- (f) Not be entitled to place a lien over the Plant, nor without Enceee's prior written consent part with possession of the Plant or assign the benefit of the hire agreement nor remove the Plant or allow it to be removed from the State.
- (g) Not alter, make any additions, deface the Plant or in any other manner interfere with the Plant.
- (h) Pay to Enceee all hire & related charges & other costs.

4. Payment

- (a) **Terms of trade are 14 days from the invoice date unless alternative agreement has been made.** Invoices will be issued during the first week of the month following the month in which the plant is hired or work carried out.
- (b) Payment may be made by cheque or electronic funds transfer.
- (c) It's the responsibility of the applicant to ensure payment is made. We are unable to invoice or transfer hire to a third party unless written approval and new application form received from third party.
- (d) Late payment will incur a fee of \$15 per month that the invoice is late.
- (e) **Please refer to clause 5 as late payment can terminate your hire agreement.**

5. Termination of Hire Agreement by Enceee

Enceee may terminate this hire agreement without notice if the Hirer shall:

- (a) commit any breach of the hire agreement
- (b) have a winding up petition presented against it or be wound up
- (c) go into voluntary liquidation
- (d) commit an act of bankruptcy
- (e) have a receiver of its assets appointed
- (f) cease to carry on business

Upon termination of this hire agreement Enceee shall be entitled to take possession of the Plant. The Hirer will permit Enceee to enter on any land or premises on which the Plant is situated.