

RENTAL CONTRACT

Date

Hirer Name: ABN:

Company:

Existing Customer: YES NO Existing Credit Account: YES NO

Office Address:

State: Postcode: Contact Name:

Phone: Email:

Drivers Licence No[†] Medicare No[†]

Certificate of Currency Company[†] Policy No[†]

Does the Certificate of Currency include damage to or products under hire? YES NO

[†] Please provide a copy of your Drivers Licence, Medicare Card and Certificate of Currency with this completed Rental Contract.

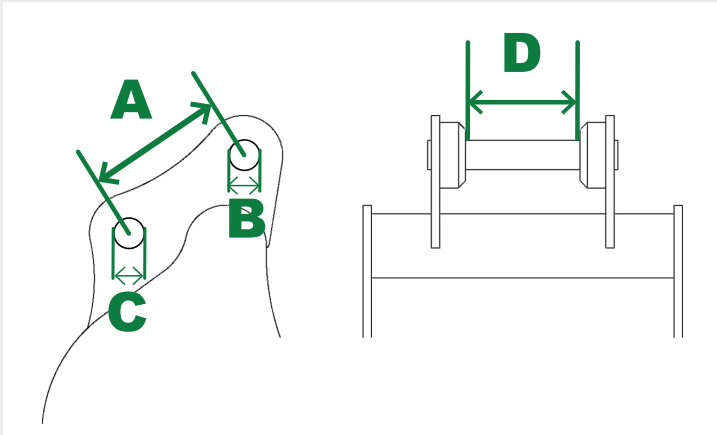
Rental Period: Weekly Monthly Other

Commencement Date: Return Date:

- I have read, understood and accept the Rental Contract Terms and Conditions.
- I have provided a copy of my Drivers Licence, Medicare Card and Certificate of Currency.
- I agree that the photos shown to me are a true representation of the equipment as described.
- I understand that, apart from paint scratches, we are liable for any undue wear and/or tear of the equipment as described.
- I have been instructed on the correct use and safe operation of this attachment.
- I understand that only persons having a current Certificate of Competency or who are fully licensed or properly supervised will use the equipment.
- The equipment is clean, in good working order and condition and is suitable for the customer's purpose.
- For Tilting Mud Bucket and Hydraulic Grapple Hire only* - I understand that the supplied hoses and couplers MAY NOT be suitable for my machine and that it is my own responsibility to organise the correct fitment.

Hirer Signature:	<input type="text"/>	eie Rentals Signature:	<input type="text"/>
Print Name:	<input type="text"/>	Print Name:	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>

ATTACHMENT & CONNECTION DETAILS



Machine Make:

Machine Model:

(A) Pin Centres: mm

(B) Front Pin Size: mm

(C) Rear Pin Size: mm

(D) Hitch Width: mm

Hitch Type: Mechanical

Hydraulic

Pin On

Brand:

Note: Caterpillar machines only, please provide an image of the hitch

Equipment	Quantity	Serial Number / ID Number	Hire Rate
Sub Total			
Delivery			
GST			
TOTAL			

SECURITY DEPOSIT

A Security Deposit must be paid prior to delivery or pick up. For equipment used on machines below 10 tonnes, this will be at the amount of \$300. For equipment used on machines above 10 tonnes, the deposit will be \$500 or 1 month hire charge (whichever is greater). The deposit will be refunded when the Equipment is returned. The deposit can be in the form of cash or a credit card swipe.

This Security Deposit is not required for existing customers with an existing credit account.

DEPOSIT AMOUNT

Deposit Type: Credit Card Swipe

Cash

Existing Credit Account

CREDIT CARD DETAILS

Complete the details below to authorise **eie Rentals** to debit your account for the rental and/or ongoing charges.

Card Type: **VISA**



Card Holder Name:

Card Number:

Expiry Date:

CVC:

PICK UP DETAILS:

Name: Company:
 Drivers Licence: Vehicle Registration:
 Contact No:
 Signature: Date:
 Time:

DELIVERY DETAILS:

Contact Name: Company:
 Contact No: Email:
 Delivery Address:
 Suburb: State: Postcode:
 Delivery Instructions:
 Delivered Date: Delivered Time: Signed By:

OFFICE USE ONLY:

Photocopies of: Drivers Licence Medicare Card Certificate of Insurance
 Before photos taken from all angles: Attachment Hydraulic Cylinder
 Hydraulic Equipment Greased: Hoses/Couplers checked (where applicable):
 Deposit Taken: Credit Card Deposit Amount: \$

RETURNS:

Was the equipment returned on time? YES NO
 Was the equipment returned clean? YES NO
 Returned Date: Returned Time: Returned By:
 After photos taken from all angles: Attachment Hydraulic Cylinder
 Hydraulic Equipment Greased: Hoses/Couplers checked (where applicable):

RENTAL CONTRACT TERMS & CONDITIONS

These Terms & Conditions apply to the hire of eiengineering Equipment and form part of the eiengineering Rental Contract.

Definitions

- “We”, “Us”, “Ours” and “the Owner” refers to eiengineering (Earthmoving Industry Engineering Pty Ltd or eie Rentals) and related companies
- “Hire” is the named party on the Rental Contract
- “GST” means Goods and Services Tax
- “Commencement Date” means the date that the Hirer takes possession of the Equipment
- “Equipment” means the equipment scheduled on the Rental Contract
- “Hire Charge” is the amount payable by the Hirer to hire the equipment
- “Hire Period” means from Commencement until the end of the period shown on the Rental Contract. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Hirer requests it and if eiengineering agrees. eiengineering may issue and require the Hirer to sign an amended Rental Contract for any extension of the Hire Period.
- “Rental Contract” means a document which eiengineering may require the Hirer to sign (or accept in a way eiengineering requires) including particulars of the Equipment and the Hire Period and such other information as eiengineering may decide to require.
- “Hire” and “Rental” have the same meaning.

eiengineering Obligations

eiengineering will:

- Allow the Hirer to take and use the Equipment for the Hire Period;
- Provide the Equipment to the Hirer clean and in good working order;
- For the hire of Hydraulic Grapples and Tilting Mud Buckets only - provide standard hoses and couplers;

Obligations of the Hirer:

The Hirer must:

- Deliver the Equipment to Us when it is due back;
- Return the Equipment clean and in good repair
- Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- For the hire of Hydraulic Grapples and Tilting Mud Buckets only, the Hirer must organise their own hoses and fitment if the standard hoses and couplers provided by Us are not suitable for their machine;
- Operate the Equipment safely and with due care and skill, strictly in accordance with the law, any instruction manuals provided and any applicable WorkSafe guidelines, and only for its intended use;
- Ensure that any person collecting or taking delivery of Equipment on behalf of the Hirer is authorised by the Hirer to do so;
- Ensure that all persons operating the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;
- Use the Equipment only with a suitable machine;
- Report and provide full details to Us of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.

The Hirer must NOT:

- Tamper with, damage or repair the Equipment;
- Lose or part with possession of the Equipment;
- Exceed the recommended or legal load and capacity limits of the Equipment;
- Use or carry any illegal, prohibited or dangerous substance in or on the Equipment.

On-hiring

- The Hirer will not on-hire the Equipment to a third party without Our consent.
- Approval to on-hire will not relieve the Hirer from any liability or obligation under these Terms.
- The Hirer will be liable to Us for the acts, defaults and omissions of anyone using the Equipment as if they were the acts, defaults and omissions of the Hirer.

Hire Charges

The hire charges are based on the rates set out on the Rental Contract (reverse), and are calculated by reference to a “weekly” rate (being 5+ days), or a “monthly” rate (being 20+ days). Hire charges are billed in advance. Upon return of the Equipment, additional charges may apply in respect to cleaning costs, or damage.

Ancillary Charges

In addition to hire charges, the Hirer shall be charged for other

ancillary costs associated with the possession and operation of the Equipment, including (but not limited to) delivery and transport, cleaning, damage, repairs and rectification beyond normal wear & tear, and repairs/servicing outside normal business hours.

Payment of Hire Charges

The Hirer agrees to pay to Us for all hire charges, delivery and return costs, and associated ancillary charges referred to in this agreement. Payment must be made at the commencement of the hire period unless the Hirer has an existing trading account with Us.

Deposit

We reserve the right to additionally charge a security deposit at the commencement of the hire period. For equipment used on machines below 10 tonnes, this will be at the amount of \$300.

For equipment used on machines above 10 tonnes, the deposit will be \$500 or 1 month hire charge (whichever is greater).

The Hire Period

The hire period commences when, either;

- You take possession of the Equipment OR
- If you request delivery and collection of the Equipment, the time We deliver the Equipment to the address You provided us in the Rental Contract, whichever occurs first.

The hire period includes weekend and public holidays.

The hire period can only be changed if You request a variation and We agree to that variation in writing.

Debit Authority

When the Hirer has given a credit card or account debit authority, eiengineering are hereby authorised to debit all fees and charges payable under this agreement to the Hirer's card or account, whether owing now or in the future.

Transport of Equipment

The Hirer is responsible for the costs and risk associated with delivery, transfer and return of the Equipment. Unless transport of Equipment is undertaken by Us, Hirer is responsible for any damage to, or loss of, the Equipment in the course of transport.

Loss and Damage

The Hirer is responsible for any loss, theft and damage to the Equipment, except for:

- Normal wear and tear

The Hirer will pay Us on demand for such loss, theft and damage, including all costs to recover, repair or replace the Equipment, and hire charges for the period of time during which the Equipment is being recovered, repaired or replaced.

Alterations to Equipment

The Hirer shall not remove or replace any parts of, or make any alterations or additions to the Equipment, or remove or alter decals or identification, without Our prior written consent. All additions, replacements or alterations of whatsoever kind and nature made to the Equipment shall be and become the property of the owner.

Proper Care

The Hirer agrees to take proper care of the Equipment, to use it within its rated capacity, to restrict its use to Hirer's qualified personnel, to prohibit anyone other than authorised personnel to operate, repair, modify or adjust the Equipment and to notify Us immediately of accidents, disabilities, failure or likely occurrence concerning the Equipment. The Hirer shall maintain Equipment in good and serviceable condition including supply of grease, daily checks and cleaning, and complying with all directions given by Us from time to time.

Australian Goods & Services Tax (GST)

We will charge the Hirer GST at the prevailing rate on the supply of goods and services under this agreement. Any GST charged is payable by the Hirer at the same time as the amount or consideration payable to which it relates is payable by the Hirer.

Service & Maintenance

We will service and maintain the Equipment. Hirer shall ensure that the Equipment is available to during normal business hours for service and maintenance, as required. If Hirer requires repairs or servicing outside normal business hours than Hirer shall pay Us an additional service costs in consequence thereof.

Public Liability & Insurance

Hirer shall at their own expense carry adequate public liability

insurance in respect to the Equipment and its possession, use and operation and against bodily injury, death and property damage and shall furnish to Us, on request, copies of insurance certificates. All such insurance certificates should note Our interest in the Equipment.

Warranties and Liability

(a) Subject to terms of any written warranty provided by the Owner and the provisions of any statute affecting the right of the Owner to limit its liability, the liability of the Owner arising out of the breach of any express or implied condition or warranty as to the quality, condition or fitness for purpose of the Equipment is limited to any of the following as determined by the Owner where the Equipment is proved to the Owners satisfaction to be defective:

- (i) The replacement of the Equipment or the supply of equivalent Equipment or;
- (ii) The repair of the Equipment or;
- (iii) The payment of the cost of replacing the Equipment or acquiring equivalent Equipment or;
- (iv) The payment of the cost of having the Equipment repaired.

(b) Subject to the forgoing provision and any applicable law affecting the right of the Owner to limit its liability, the Owner shall not be liable any anyway whatsoever to the Hirer for any loss or damage, whether direct, indirect, special or consequential, including without limitation, loss or damage arising out of personal injury or death.

Indemnity

The Hirer indemnifies Us against all claims in respect of personal injury or death or loss of or damage to property arising out of or as a consequence of the use of the Equipment by the Hirer.

Breach of Terms and Conditions

If the Hirer fails to pay any rental or other sums payable hereunder or in consequence hereof when due or fails to perform or observe any term or condition hereof or misuses the Equipment or puts it to a use which We regard as unsuitable or uses Equipment in operations not approved by Us or becomes insolvent or dies or commits an act of bankruptcy or goes into liquidation or has a resolution to wind it up passed or proposed or a ground arises upon which a court may order the winding up of Hirer or any of Hirers goods or if any insurance proposal made by Hirer in respect of Equipment is declined or cancelled or if the Hirer fails to return Equipment upon termination of this hire agreement or within three (3) working days from notice from Us during any period of holding over then in any such events We may immediately terminate this agreement by written notice to the Hirer and the Hirer irrevocably authorises Us at any time to enter onto any premises and reclaim equipment without prejudice to any action or remedy which We have or might or otherwise could have arrears of rent or breach of covenant or for damages as a result of any such event Hirer agrees to pay all expenses including legal fees on an indemnity basis incurred by Us in repossessing Equipment together with interest at the rate of 10% per annum on all such expenses until paid by Hirer. The remedies herein provided in favour of Us shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in Our favour existing by law or in equity.

Notice of Demand

Any notice of demand to be given or made hereunder or to the Hirer shall be deemed sufficiently given and made if in writing and delivered to Hirer personally or sent by mail, email, or facsimile addresses to the Hirer at its address described overleaf. Such notice or demand shall be deemed given and made on date of delivery or day following date of posting or date of transmission (as case may be).

Personal Property Securities Act

This Rental Contract cannot and will not extend beyond 1 year in duration and does not constitute a PPS Lease. Expressions defined in the Personal Property Securities Act 2009 (“PPSA”) have the same meaning when used in this document. We reserve all rights to register equipment as security interest in the Equipment on the Personal Properties Securities Register (“PPSR”) and/or a general PMSI security against the Hirer. The Hirer consents to Us registering Our security interest on the PPS register and agrees to provide all assistance reasonably required by Us to facilitate registration and the Hirer waives its right to receive any notice under the PPSA (including notice of verification standard) unless the notice is required by the PPSA and cannot be excluded; and the Hirer agrees this agreement and all related information and document(s) are confidential and will not be disclosed; except to the extent disclosure is permitted or required by this agreement or by law (other than section 275(1) of the PPSA).