

EMU HIRE PTY LTD

ABN 58 114 089 762

TERMS AND CONDITIONS OF HIRE

The **Hirer** acknowledges that the hire of any equipment from Emu Hire Pty Ltd ("the Owner") is subject to the following hire conditions:-

1. All terms and conditions contained in this document represent the entirety of the Agreement between the **Hirer** and **Owner**;
2. All hire equipment supplied by the **Owner** remains property of Emu Hire Pty Ltd.
3. The **Hirer** agrees to pay hire charges as invoiced by the **Owner**;
4. The **Hirer** agrees to pay the **Owner** for any equipment lost, returned damaged or incomplete during the hire period at full replacement cost;
5. In the event that the **Hirer** fails to pay the hire charges as invoiced or to return the equipment at the cessation of the hire period, the **Owner** shall be entitled to claim any loss of profits due to the failure to return the equipment and any costs associated with its recovery;
6. The **Hirer** must notify the **Owner** of any change of address within 48 hours of the **Hirer** changing address;
7. All hired equipment must be returned in clean and working order. Should the **Hirer** fail to do this, the **Owner** is entitled to recover their reasonable cleaning and repair expenses;
8. The **Hirer** is responsible for insuring the equipment at all times whilst the equipment is in the possession or control of the **Hirer**;
9. No warranty is given by the **Owner** in respect of the condition of the equipment hired or its suitability for any particular purpose;
10. The **Owner** reserves the right to change the hire rate without notice;
11. The **Owner** reserves the right to charge a bond on all equipment hired. The bond will be returned to the **Hirer** upon the **Owner's** satisfaction that the equipment has been returned in a clean and working order;
12. The **Owner** offers free delivery within the Noosa and Coolum local area for bookings of \$15.00 or more. In all other respects, the **Owner** reserves the right to impose a reasonable delivery charge;
13. All booking cancellations must be made at least 24 hours prior to the delivery or prior to the anticipated delivery date. Should less than 24 hours notice be given, the **Owner** reserves the right to impose a \$10.00 late cancellation fee;
14. The **Hirer** will be responsible to pay the total hire charges for the full hire period;
15. The **Owner** does not accept any responsibility or liability for any injury, damage or loss caused to any person or persons or property belonging to the **Hirer** or any third party arising from the use of the hired equipment. Notwithstanding how such injury may have arisen, it is

the **Hirer's** sole responsibility to ensure that the hired equipment is appropriate for the **Hirer's** intended use;

16. Should a Court of competent jurisdiction find that any term or condition of this agreement is found to be void or unenforceable by law, then the invalidity or unenforceability of the term or condition will not effect any other term of condition of the agreement;
17. This Contract is governed by and construed in accordance with the law of the State of Queensland.

INDEMNITY CLAUSE

1. The **Hirer** shall indemnify the **Owner**, the Owner's employees and agents from all loss, damage, injury, actions or claims arising either directly or indirectly from use, maintenance, transport or operation of the hired equipment or otherwise.
2. The **Owner** is not liable to the **Hirer** or Hirer's servants or agents for any loss, damage, injury, actions or claims arising either directly or indirectly from any representations, warranties, terms or conditions expressed or implied for the use, maintenance, transport or operation of the hired equipment or otherwise, whether resulting from the negligence of the **Owner**, the Owner's employees, agents or otherwise.