



**NORTHERN HIRE GROUP PTY LTD**

ABN: 64 604 387 671

P.O. Box 446 ECHUCA VIC 3564

P: 03 5482 6262

[sales@northernhiregroup.com.au](mailto:sales@northernhiregroup.com.au)

[www.northernhiregroup.com.au](http://www.northernhiregroup.com.au)

## Terms & Conditions of Hire

### **EQUIPMENT:**

Refers to all Plant, Equipment, Vehicles and associated items/accessories/components offered for hire.

### **THE HIRER:**

Any person, partnership, company/organization, group or other entity (including Trusts) hiring Equipment and associated accessories and/or components from Northern Hire Group Pty Ltd, for a specific hire period.

Where the person signing this agreement is doing so on behalf of a partnership, company/organisation, group or other entity, the person agrees that they are legally authorised to sign on behalf of the partnership, company/organization, group or entity, and will be held personally liable should the authorisation prove to be invalid.

### **THE OWNER:**

Northern Hire Group Pty Ltd is the legal Owner of all Equipment offered for hire, including accessories and components associated with the hired item, i.e. any items, associated parts or attached tools, cases, containers, keys, remote controls/controllers, leads, etc. supplied with, or at the time of the hire.

All items for hire, including all components of the hire item, remain the property of Northern Hire Group Pty Ltd at all times.

The hire of Equipment and any associated components does not, in any way, constitute a change of ownership in any circumstance.

The Hirer must not offer to sell, sell, sub-let, charge, mortgage, pledge or create any form of security interest over the Equipment in any way.

Where Northern Hire Group are unable to hire Equipment to you for any reason, we may hire or lease Equipment from a third party, and hire to the Hirer under the Terms and Conditions contained in this document plus any additional terms & conditions provided to us by the third party owner (which will be provided to the Hirer). The Equipment will remain the legal property of the third party, regardless of the billing entity.

### **HIRE PERIOD**

Refers to the period the Equipment is collected by/delivered to the Hirer, to the date/time it is returned to Northern Hire Group premises. The Hire Period may differ from the actual allowed usage time (please refer to Hire Rates).

### **HIRE RATES:**

The minimum hire period is half a day.

Rates are based on the maximum allowed usage for a set period:

**Half Day Rates\*** – a maximum of 4 hours usage.

**Day rates^** - a maximum of 8 hours usage.

**Week rates~** are based on 5 working days (max of 8 hours usage per day).

*Additional costs will apply for any usage over the permitted maximum half day/day/week use period.*

*\*Half day rates will usually include additional time in excess of the 4 hour hire period to allow travel to and from site.*

*^Day rates may include an actual hire period of up to 24 hours, dependent on demand/availability, however the maximum usage of 8 hours will still apply.*

*~Week hire can, in some cases, be extended to 7 days (eg. over weekends), but will include an off-hire period of 2 days (16 hours).*



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**ADDITIONAL COSTS:** The hirer is responsible for all tolls, infringements, fines, etc incurred during the hire period.

### **HIRE AGREEMENT:**

The Hirer, upon signing this agreement and/or taking receipt of Equipment, agrees to be bound by the Terms & Conditions contained herein, plus additional terms & conditions as detailed on the Hire Contract/Invoice, including the Hire From/Hire To dates & Times, and any item specific Terms & Conditions.

Any proposed changes to Northern Hire Group's Terms & Conditions contained in a document provided by the Hirer, including any changes to our standard payment terms, will not form part of the Hire Agreement unless agreed to in writing by Northern Hire Group Pty Ltd.

### **HIRER'S RESPONSIBILITY**

The Hirer agrees to:

- Ensure that the Equipment hired is suitable for the intended purpose for which it is hired, and that it is not used in a manner which may cause damage to the Equipment, person(s) and/or property;
- Load/unload, transport and operate the Equipment in a safe manner, strictly in accordance with all laws & regulations (including environmental laws), and only in a manner for which it is intended, in accordance with the manufacturer's instructions;
- Perform a site-specific risk assessment prior to operation and put controls in place, which are communicated to all persons on site, to lessen/eliminate any risk associated with the site and/or Equipment;
- Perform pre-operational checks of the Equipment at regular intervals, to ensure the Equipment is in good condition, safe and fit for purpose;
- Maintain the fluids/lubricants of the Equipment at proper levels, and where the Equipment is on-hire for an extended period, ensure the Equipment is properly and regularly serviced (by Northern Hire Group approved personnel only);
- Indemnify Northern Hire Group against all claims and demands for any damage whatsoever caused as a result of any failure, misuse or overload of the Equipment and/or associated components;
- Ensure all operators are suitably trained, inducted and/or licensed (where applicable) in the safe and lawful operation of the Equipment;
- Display all necessary safety signs and instructions as required by law;
- Establish & maintain a safety exclusion zone around the Equipment while in operation;
- Wear applicable safety Equipment/clothing as required by law, or as recommended by the manufacturer;
- Not allow other persons to occupy, operate, re-hire, transport or have access to the Equipment at any time during the hire period without written approval from Northern Hire Group;
- Ensure that no persons with access to, or operating the Equipment, are under the influence of alcohol or drugs, including prescribed medications which may affect a person's ability to safely transport, negotiate and/or operate the Equipment;
- Not carry or use illegal, prohibited or dangerous goods and/or substances on or near the Equipment;
- Not deface, damage, alter, vary, remove, disguise or repair any part of the Equipment without the prior consent of Northern Hire Group.
- Return the Equipment at the end of the hire period, undamaged, refuelled and in a clean state;
- Allow Northern Hire Group access to the Equipment at mutually agreed times for inspection, servicing or repair. Service/Repairs are to be carried by approved Northern Hire Group personnel during business hours of 8.30am to 5.00pm. The Hirer further agrees to pay additional costs if the Hirer requests that such servicing or repairs be performed outside these business hours.

### **SECURITY DEPOSIT/BOND:**

Certain Equipment may require a security deposit (bond) of between \$500 and \$1,000 (dependent on equipment type). This deposit/bond is in addition to the hire charges, and is refundable upon Equipment being returned in an undamaged, refuelled and clean state.



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### **DELIVERY/PICK-UP**

Delivery and/or Pick Up charges of Equipment includes time spent travelling to site/back to 'base', using our vehicles and/or contracted vehicles, and also includes time spent to load/unload on site only, and **DOES NOT** include set up or pack up unless otherwise specified.

The Hirer will be charged accordingly for all delivery and collection costs incurred, which are in addition to the hire costs of the Equipment.

In the event of the Hirer requesting Northern Hire Group to make delivery and/or collection it is expressly understood that the onus rests with the Hirer to arrange this directly with Northern Hire Group as hire charges do not cease until Equipment is returned to the Owner's premises.

### **FUEL:**

All Equipment requiring fuel(s) leaves the Owner's premises fully fuelled.

It is the Hirer's responsibility to return Equipment refuelled or additional charges will apply.

### **INTERSTATE HIRE:**

If Equipment or is to be taken interstate or further than 200 kms from the Owner's premises, it is the responsibility of the Hirer to return the item if breakdown occurs.

In certain cases, Northern Hire Group may charge additional fees/charges, or may refuse the right to hire the Equipment if distance greater than that of reasonable kms.

### **PAYMENT & PAYMENT TERMS:**

Payment can be made via Cash, EFT, Cheque (approved customers only) or Credit Card (Visa/Mastercard only).

C.O.D customers – Pre-payment in full, including any delivery/pick-up charge, is required on commencement of hire.

Account holders (with approved credit application)– payment is required as per the terms of your account, typically 14-30 days from date of invoice.

Northern Hire Group is the registered Owner of all road registered Equipment, however, it is the responsibility of the Hirer to advise if Trailers or Vehicles are to be driven on toll roads and all costs for tolls are the sole responsibility of the Hirer. The Hirer is also liable for any fines/infringements incurred during the hire period.

An Administration Fee of \$35.00 plus G.S.T. per week will be charged for all overdue invoices, commencing from the date the Invoice was due to be paid. Additional charges relating to any debt collection action, including interest on overdue amounts, will also be billed to the Hirer.

### **PRICE CHANGES:**

We reserve the right to change hire rates at any time. Rates for the existing hire contracts will not change without notification to the Hirer.

### **BREAK DOWNS:**

Should the Equipment hired or any part thereof break down while on hire, the Hirer shall immediately cease use and notify Northern Hire Group of such breakdown, stating the suspected cause of same.

Northern Hire Group will attempt to make good/replace the Equipment as soon as is practicable.

**Note:** **Call outs after normal business hours will incur additional charges.**

The Hirer shall not make any claim, nor will Northern Hire Group Pty Ltd be liable for damages for delay through break down or accident.



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**DAMAGES:**

The Hirer is responsible for any damage, accidental or otherwise, to the Equipment hired and/or property, and/or injury to person or persons while the Equipment is in the Hirer’s possession.

The Hirer will not make any additions or alterations to the Equipment without the written consent of Northern Hire Group.

The Hirer shall not remove, deface or cover up any marks of identification, ownership or registration from the Equipment.

The Hirer is responsible for any loss, theft or damage to the Equipment from any and every event whatsoever and howsoever and by whosoever caused during the hire period.

The replacement cost of loss of the whole or any portion of any Equipment on hire occurring between the time of taking delivery of the Equipment by the Hirer and return to Northern Hire Group, whether due to theft or other cause, shall be the responsibility of the Hirer (please refer to Insurance clause).

**LOST KEYS:**

The Hirer is responsible for the replacement cost of any/all lost or damaged keys:

<b>Padlocks/Door Locks/Trailer Locks</b>	<b>\$50.00 per key</b>
<b>Vehicle starter keys</b>	<b>\$600.00 per key</b>
(motor vehicles and all engine powered plant/Equipment)	

**INSURANCE:**

It is recommended that the Hirer discuss/obtain ‘Hired-In Equipment’ insurance with their own insurer.

Should damage/loss occur, and if the Hirer has not breached this Contract, the Hirer will be liable for the lesser amount of either:

- a) The full cost of the repair/replacement of the Equipment, or;
- b) The excess portion of any claim on the Owners insurance policy up to a maximum of \$2,500\* on each/all claims.

*\* a \$5,000 insurance excess applies to motor vehicles stolen whilst on hire.*

**PERMANENT/LONG-TERM HIRE:**

All aforementioned Terms & Conditions apply. Normal service and maintenance shall be the responsibility of the Hirer, and are to be performed by a suitably qualified person approved by the Owner to perform such works, which includes checking of all fluids & lubricants, and maintaining them at the correct levels. The Hirer shall be responsible for any damage caused to the Equipment hired due to negligence regarding the above mentioned normal wear and tear expected.

**ITEM SPECIFIC TERMS & CONDITIONS:**

Certain items such as Motor Vehicles & Traffic Management Equipment have specific Terms & Conditions imposed, which are in addition to these Terms & Conditions. Northern Hire Group will supply any additional ‘Item Specific’ Terms & Conditions upon hire of the specific Equipment.

***I, the Hirer, confirm that I am authorized to enter into this agreement on behalf of .....  
(insert business/company name if applicable )  
and have read, understood, accept and agree to abide by these Terms & Conditions .***

.....  
SIGNATURE

.....  
PRINT NAME

/ /  
DATE