



CONDITIONS OF HIRE for ROBERT BARCLAY LTD (RBL)

I/we have inspected the suitability of the equipment and their condition and I/we agree to hire the equipment upon the following terms:
I/we have made particular note of Clauses 7 & 8 of Charges & Terms , & Clause 3 of Removals & Returns.

Inspection & Warranty

1. THE HIRER acknowledges that he has inspected the equipment and
 - a) is satisfied that the equipment is in clean condition and in good and substantial order, repair and condition."
 - b) is aware of the proper use for which the equipment is designed.
2. No withstanding anything herein contained THE HIRER acknowledges that no warranty of the condition expressed or implied is given by THE OWNER as to the condition of the equipment or as to the suitability or fitness of the equipment for any purpose.

Charges & Terms

1. THE HIRER will pay hire charges at the rate and in the manner specified by THE OWNER.
2. Bookings will be confirmed only with a deposit.
3. In the event of THE HIRER requesting THE OWNER to transport the equipment to or from THE OWNER's premises THE HIRER shall pay THE OWNER all charges and expenses incurred by THE OWNER in delivery, installing and/or collecting the equipment in addition to the hire charges.
4. The hiring is personal to THE HIRER and the rights of THE HIRER are not assignable to any person, persons, company or any third party whatsoever.
5. Unless otherwise stated 'THE HIRER' includes the servants, agents or contractor of THE HIRER.
6. All accessories, equipment and replacement parts which may be attached to or supplied by THE OWNER to THE HIRER for use on or in connection with the equipment at any time during the hiring shall become part thereof and the words 'the equipment' wherever herein used shall be deemed to include such accessories, equipment and replacement parts.
7. Any moneys due under the terms of these conditions by THE HIRER to THE OWNER shall bear interest at the rate of 10% (percent) per month from the date upon which such moneys fell due until the actual date of payment thereof and any such interest shall be recoverable as part of the debt due by THE HIRER to THE OWNER .
8. THE HIRER will be liable for any and all collection costs including commission and agency fees on unpaid accounts that THE OWNER would normally have to pay for this service ,the total cost of this service being recoverable as part of the debt due by THE HIRER to THE OWNER.

Maintenance & Breakdown

1. In the event of equipment breakdown THE HIRER must immediately make contact with or leave a message with a RBL (Robert Barclay Ltd) employee for ANY discount or refund to be considered.
2. THE HIRER will use the equipment in a skilful and proper manner and for the purposes for which such equipment was designed and that he will comply at his expense with all notices, directions and legal requirements of all government authorities, acts of parliament and regulations in any way relating to the equipment.
3. THE HIRER will:
 - a) Keep and maintain the equipment in a clean condition and good and substantial working order and repair.
 - b) Supply, at their own expense all fuel necessary for the operation of the equipment.
 - c) Give THE OWNER access to the equipment for inspection at any reasonable time and without THE OWNER giving prior notice to that regard.
 - d) Unless otherwise stated, 'THE OWNER' includes all employees of & contractors to Robert Barclay Ltd
4. In the event of a breakdown or failure which in the opinion of the owner is caused by fair wear and tear THE OWNER will at his own expense restore the equipment to working order as quickly as is reasonably possible.
5. VINTAGE EQUIPMENT: All vintage equipment is kept in the best possible working order and is tested prior to leaving the workshop but given its age THE OWNER will not take responsibility for any vintage equipment malfunction or not working as if new once it's left the OWNERS premises

Loss, Damage & Cleaning

1. If upon return of the equipment to THE OWNER they are found not to be in clean condition and/or not in good and substantial order and repair (fair wear and tear excepted) THE HIRER shall pay to THE OWNER the cost and expenses of restoring the goods to clean condition and/or in good and substantial order and repair.
2. THE HIRER accepts full responsibility to compensate THE OWNER for the value of the equipment or parts thereof which may be lost or stolen from the time of commencement of the hire or delivery, whichever is earlier, until the equipment is returned to THE Owner's premises or collected by THE OWNER. This right shall not be prejudiced by or prejudice any other right under this agreement.
3. Without limiting the generality of the liability of THE HIRER at law or in equity to THE OWNER for the loss, conversion or theft of the equipment THE HIRER shall take all reasonable steps to keep the equipment secure from theft of any other unauthorised interference.

Removal & Returns

1. THE HIRER shall not remove the equipment from the job site stated without the written consent of THE OWNER except for the purpose of returning the equipment to THE Owner's premises.
2. Notwithstanding anything herein contained it is expressly understood by THE HIRER that the onus rests with them to ensure that the equipment is returned to THE Owner's premises or that the equipment is collected by THE OWNER.
3. If THE HIRER shall fail to return the equipment hired and the owner shall have to locate and pick up the same, THE OWNER shall be entitled to recover from THE HIRER as a debt due, a charge of \$65 per hour, per person engaged in so locating and picking up the equipment hired. This is extra to any moneys already owed.

Indemnity

1. THE HIRER hereby indemnifies and holds indemnified THE OWNER from and against all claims, actions, suits, demands, costs and expenses, including all legal costs, expenses in any way rising out of the equipment between the commencement of the hire and the return of the equipment to THE OWNER, whether caused by negligence of THE HIRER, his servants of agents or by the negligence of any other person whatsoever or arising out of the conditions of the equipment or the use to which they are put or otherwise whatsoever.

Termination and Breach of Agreement

1. This agreement may be terminated by THE OWNER giving one (1) days notice.
2. If THE HIRER makes default in the observance or performance of any of the above terms and conditions THE OWNER may without notice to THE HIRER determine the hiring and take possession of the goods. For that purpose THE HIRER hereby authorises THE OWNER, its servants and agents to enter upon premises in the occupation of THE HIRER to search such premises and to remove the equipment there from.
3. Notwithstanding anything herein contained THE OWNER shall not be liable to THE HIRER or any other person for any loss or damage to any person or property occasioned by the use and operation of the equipment whether such loss or damage is occasioned by a defect in or wear of the equipment or otherwise.
4. It is acknowledged by THE HIRER that the total hire charges payable hereunder do not exceed the cost price of the equipment hired and as such the provisions of the Credit Contracts Act 1981 are not applicable hereto.
5. Notwithstanding that the HIRER may not have signed this agreement; the acceptance by the hirer of any goods on hire from THE OWNER shall in itself constitute an acceptance of the above terms and conditions.

SIGNED for and behalf of
ROBERT BARCLAY LTD (RBL) as THE OWNER _____

SIGNED by THE HIRER or for and on his behalf by their DULY AUTHORISED

AGENT _____