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TERMS AND CONDITIONS

USE OF EQUIPMENT

1. The hirer shall at all times use the equipment in a skillful and proper manner and shall at his own expense service, clean and maintain the equipment in good and substantial repair and condition, reasonable wear and tear excepted.

CLEANING

2. Upon completion of the hiring the equipment must be properly cleaned by the hirer. It is agreed that the whole or any part of the cost incurred by the owner arising out of the failure by the hirer under this clause may be deducted from the deposit.

FREIGHT

3. The hirer shall be responsible for all freight and other charges whether incurred by the owner or the hirer in respect of the delivery and return of the equipment except when when the period of hire is determined and the equipment is returned to the owner due to a breakdown or failure caused solely by reasonable wear and tear and not by the hirer's negligence or misuse or any other reason whatsoever.

DAMAGE TO EQUIPMENT

4. The Hirer shall be responsible for any loss of or damage to the equipment for any reason whatsoever except loss or damage which is caused by reasonable wear and tear. It is agreed that upon the completion of the hire period the whole or any part of the cost of replacement of or repair to equipment may be deducted from the deposit.

DAMAGE TO PROPERTY OR PERSON

5. The hirer shall be responsible for any loss of or damage to property or person caused by the equipment for any reason whatsoever during the period of hire and the hirer shall indemnify the owner in respect of all claims damages and expenses in relation thereto.

PERIOD OF HIRE

6. The period of hire shall commence from the commencement date and time of pick up or the time the equipment is delivered to the hirer and will cease when it is returned to the owner or, if the hirer notifies the owner in writing that the equipment is available for return at a particular place, when it is picked up by the owner from such place provided that the owner shall cause the equipment to be so picked up within five (5) days after receipt of such notification.

HIRING CHARGES & BOND

7. Notwithstanding anything herein contained hiring charges at the rates specified shall commence from the commencement of the period of hire and shall continue until the completion of the period of hire defined herein or until the expiration of the minimum period of hire specified, whichever is later.

A Security Bond of \$200.00 (payable in cash or secured by credit card) in addition to the provision of photo identification will be payable and held by the owner in order to mitigate any loss incurred by the hirer. Should the equipment be returned clean, undamaged and within the agreed time frame, the bond will be returned, upon return of the equipment. Should the equipment be returned dirty, damaged or outside the terms of the hire, the owner reserves the right to reasonably withhold bond moneys in the amount to which the owner has incurred costs/loss of income.

BREAKDOWN

8. In the event of a breakdown or failure of the equipment the hirer shall return the equipment to the owner's premises forthwith and on no account repair or attempt to repair the equipment without the prior consent of the owner. In the event that such breakdown or failure is caused by reasonable wear and tear and not by the hire's negligence or misuse or any other reason whatsoever then the period of hire shall determine upon such return of the equipment to the owner. In no event shall the owner be responsible for any expenditure, damages and/or loss incurred by hirer arising out of breakdown or failure of the equipment whether caused by fair wear and tear, negligence on the part of the owner or any other reason whatsoever.

TERMINATION BY THE OWNER

9. The owner may notwithstanding the specified period of hire and notwithstanding any waiver of some previous default forthwith terminate this Agreement and repossess the equipment in any of the following events.

- a) if the hirer shall fail to pay any hiring charge within thirty (30) days of the due dates
- b) if the hirer shall do or permit any act or thing whereby the owner's rights in the equipment may be prejudiced
- c) if the hirer should become or be made insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a hirer being a limited company, should an order be made or a resolution passed for the winding up of such company
- d) if the hirer commits any breach of this agreement

For the purpose of repossessing the equipment, the owner may enter into or upon any premises where equipment may be without prejudice to the rights of the owner to recover from the hirer any moneys due hereunder or any damages for breach hereof and the hirer indemnifies the owner in respect of any claims, damages or expenses arising out of any action taken under this clause.

10. This Agreement may not be transferred or assigned to any other party without the consent of the owner.

PAYMENT OF THE ACCOUNT

11. In the event that the hirer does not settle the account in the agreed manner, and the owner deems it necessary to employ either a solicitor or collection agency to assist with the recovery of payment then the hirer understands and specifically agrees that any monies incurred by the owner in this recovery will be payable by their hirer. These fees include all reasonable commissions, legal fees and disbursements.