

Hire Terms and Conditions

In these terms and conditions **App-Tek** means App-Tek Safety Pty Ltd and the **Customer** means individual or organisation hiring the equipment and **equipment** means the goods as described in the Hire agreement.

1. HIRE PERIOD

The rental period commences on the date nominated Courier is advised goods are available for collection or collected by the customer and terminated when the equipment is received at the address of App-Tek in a clean state from the customer.

2. DAILY HIRE RATES

The minimum charge is for one week.

3. WEEKLY HIRE RATES

The rate charged is for a seven day week and shall become payable at the end of each week.

4. MONTHLY HIRE RATES

The rate charged is for a four week period and shall become payable at the end of each four week period.

5. DELIVERY AND RETURN OF HIRE EQUIPMENT

Delivery of the equipment to the customer shall take place at such of the premises of App-Tek as is appropriate and return of the equipment shall be borne at the customer's expense to the same premises. Shipment of the equipment to the customer may be effected if approved by App-Tek to an address specified by the customer and at the expense and risk of the customer.

6. CUSTOMER'S COVENANTS

The customer agrees with App-Tek that:

- a. The equipment shall remain the property of App-Tek unless otherwise agreed.
- b. The customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- c. The customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or let any other person/persons do so.
- d. The customer shall notify App-Tek immediately if any judgement or order is levied against the customer or the property of the customer or if a petition is presented for the liquidation of the customer or a receiver is appointed or a scheme of arrangement is proposed.
- e. The customer shall permit App-Tek or its agents or servants to enter the premises where the equipment is located at all reasonable times in order to inspect the equipment and carry out repairs to that equipment.
- f. The customer requires and will use the equipment for business purposes only.
- g. The customer accepts full responsibility to guard the equipment against and be solely responsible for theft, damage or negligence until it has been returned to App-Tek. In respect of theft, damage, or loss of equipment the customer shall advise App-Tek and hire of the equipment shall continue until the item has been repaired by App-Tek or the customer has paid the replacement cost.
- h. The customer shall insure the equipment for the duration of the agreement.
- i. App-Tek shall be indemnified for any loss or damage arising out of the use of the goods and as a result of the hirer's acts or omissions, be they intentional, negligent or accidental.
- j. The customer shall immediately notify App-Tek in the event of the breakdown of the goods and shall not cause any repairs or other such work to be done on the goods without the consent of App-Tek.
- k. The customer shall be solely responsible for any loss or damage arising out of the use of the goods and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, or unauthorised acts of agents of the hirer or acts of the hirer's employees, such acts occurring otherwise than in the course of his or her employment.

- I. The customer is responsible for establishing competency of personnel operating or interpreting readings from the equipment.

7. WARRANTY

App-Tek warrants that each item of equipment hired is of merchantable quality and fit for the purpose for which it was designed. The customer acknowledges that it has not relied upon any statement by App-Tek in respect of the customer's purpose for the utilisation of the equipment and that App-Tek is not responsible or liable for the failure of that equipment to perform for the purposes required by the customer nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.

8. SEPARATE ITEMS OF AGREEMENT

Where more than one item of equipment is supplied under this agreement in interpreting this agreement the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of equipment as set forth in the **Equipment Details** section of the agreement and the herein conditions set forth shall apply separately to each individual item of equipment as though each item of equipment were subject to a separate agreement.

9. EARLY CESSATION

Notwithstanding the rental period App-Tek expressly reserves the right to early cessation which may be exercised on demand and at the absolute discretion of App-Tek. In the event that App-Tek so demands the customer shall forthwith return the equipment to App-Tek. The applicable rental shall be adjusted and payable on a pro rata basis.

10. SUNDRY

The above conditions constitute the entire agreement between App-Tek and the customer with respect to the equipment and shall not be amended except in writing signed by both parties and the customer does acknowledge and agree that all other warranties or the suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.

