



BLUCHER Australia Pty Ltd
Press-Fit, Drainage & Tooling Solutions

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Hire Agreement Conditions

Last Revised: 20/12/2016

Before tools can be released for hire by Blucher Australia, the following agreement and damage waiver is to be completed in full and returned to Blucher Australia.

To be read in-conjunction with our current Terms & Conditions of Sale available at www.blucher.com.au

This Agreement is a claim for payment under the Building and Construction Industry Security of Payment Act 1999.

Interpretation of Words in this Agreement

- Customer or you – the person or company in which the hire agreement is made.
- Equipment – The equipment, tools (including accessories) and transport case hired to the Customer.

The customer is responsible for the equipment until it is back in possession of Blucher Australia, including theft, loss and damage.

- Hire Period – The period between dispatch and return of all Equipment to Blucher Australia, including transport time.
- Charges – All amounts, fees, penalties and amounts associated with this agreement.
- Our, Us, We or Blucher – Blucher Australia Pty Ltd.

2. Our Obligations to the Customer

We will:

- 2.1 Allow the Customer to take and use the Equipment until end of the Hire Period;
- 2.2 Provide the Customer equipment which is clean and in good working order;
- 2.3 Subject to clause 4, be responsible for repairing any damage to the equipment caused by the ordinary use of the equipment by the Customer;
- 2.4 Re-supply or repair the equipment if it fails to operate properly;

3. Customers Obligations to Us

The Customer will:

- 3.1 Pay us all costs associated with the equipment hire prior to the equipment being dispatched.
- 3.2 Satisfy themselves that the equipment is suitable for its purposes;
- 3.3 Ensure that all persons operating the equipment are suitably instructed in its safe and proper use and where necessary supervised and/or hold a current Certificate of Competency and/or are fully licensed;

- 3.4 Return and deliver the Equipment to us before the end of the Hire Period;
- 3.5 Return the Equipment to us clean and in good repair.
- 3.6 Use the equipment as intended, in a safe and correct manner, complying with the required OH&S obligations, PPE and SWMS prior to commencing work in accordance with any manufacturer's instructions whether supplied by Blucher or posted on the equipment.
- 3.7 Indemnify us for all damage caused to persons and property in relation to the equipment and its operation and have insurance to cover any legal liabilities incurred as a result of the use of the equipment;
- 3.8 Safely secure all equipment whilst in transit or in storage during the hire period.
- 3.9 Operate the equipment with an adequate and suitable power source.

4. Payment of Services by the Customer

Immediately on our request, the Customer will pay:

- (a) The new list price of any equipment which is for whatever reason not returned to us.
- (b) All costs incurred in cleaning the equipment;
- (c) All costs of repairing any damage caused by the ordinary use of the equipment up to an amount equal to 30% of the new list price of the equipment;
- (d) The cost of repairing any damage to the equipment caused during the Hire Period including but not exclusively from vandalism, misuse, or in our opinion in any way whatsoever other than by the ordinary use of the equipment by the Customer;
- (e) Stamp duties, GST and any other taxes or duties and all tolls, fines, penalties, levies or charges payable in respect of this Agreement;
- (f) All costs incurred by Blucher in delivering and recovering possession of the equipment;
- (g) A late payment fee calculated daily at 10% per month on all unpaid Charges.
- (h) Any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Customer to pay any Charges when due.

5. Customer not to Claim Damages

The Customer cannot recover from Blucher compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or the use of the Equipment.

