

## HIRE OF EQUIPMENT TERMS AND CONDITIONS

- 1.1 The hiring of the equipment will commence from the commencement date specified in the FPS Sales Order and continue for the term specified in the customers application.
- 1.2 The hirer is entitled to use the equipment for the hire period.
- 1.3 The hirer agrees to return the goods to the FPS branch it was hired from on or before the end of the hire period as outlined in the FPS Sales Order
- 1.4 FPS will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period.
- 2.0 USE, MAINTENANCE AND OPERATION**
- 2.1 The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.
- 2.2 The equipment shall not be used by anyone other than the hirer and their authorised representative(s)
- 2.3 The hirer agrees to operate, maintain, and store the equipment with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions.
- 2.4 The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
- 2.5 The hirer shall ensure the equipment is returned to FPS clean of oil, foreign matter, in working order and in completion. In the event that these requirements are not complied with the hirer shall pay FPS replacement costs.
- 3. HIRERS AND OWNERS' WARRANTIES**
- 3.1 The hirer warrants that:
- 3.1.1 the equipment will be used in accordance with the manufacturer's instructions.
- 3.1.2 all persons operating the equipment are suitably instructed in its safe and proper use and if necessary, hold a current Certificate of Competency and/or are fully licensed.
- 3.1.3 the equipment will not be used for any illegal purpose.
- 3.1.4 any accident, damage or loss is reported and provides full details of the accident, damage, or loss to FPS immediately.
- 3.1.5 the hirer will not modify, or permit any modification of, the equipment in any way; and
- 3.1.6 the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose.
- 4. INDEMNITY**
- 4.1 To the full extent permitted by law the hirer releases, discharges and indemnifies FPS from all claims and demands on FPS arising out of or consequent on the use or misuse of the equipment during the hire period.
- 5. LOSS, DAMAGE, THEFT OR BREAKDOWN OF EQUIPMENT**
- 5.1 The hirer will be responsible for any loss, damage, or theft of/to the equipment irrespective of how the loss, damage or theft occurred during the hire period.
- 5.2 If there is a breakdown or failure of the equipment then the hirer shall notify FPS immediately and mark the machine as "out of order", return the equipment to FPS at the hirer's expense and the hirer shall not attempt to repair the equipment.
- 6. DAMAGE TO PROPERTY**
- 6.1 If the Hirer or the Hirer's Personnel damage property whilst using the equipment, the Hirer must promptly:
- (i) make good the damage; and
- (ii) pay any compensation which the Hirer is required to pay under any Legal Requirement.
- 7 INSURANCES**
- 7.1 FPS will maintain current insurance policies in respect of the equipment to its full insurable value.
- 7.2 The hirer must hold Public Liability Insurance
- 8 LIABILITIES**
- 8.1 The hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.
- 9 DISCLAIMERS**
- 9.1 To the extent permitted by law FPS disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.
- 10. TITLE OF GOODS**
- 10.1 The hirer acknowledges that FPS retains all title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer does not have any right to pledge FPS's credit in connection with the goods and agrees not to do so.
- 10.2 The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.
- 11 REPOSSESSIONS**
- 11.1 FPS may retake possession of the equipment if the hirer breaches any provision of this.
- 11.2 If repossession takes place, FPS shall only charge the hire fee up to and including the time of repossession and any such costs of repossession.
- 12 COMPLETION OF HIRE AGREEMENT**
- 12.1 The hire period is completed when the equipment has been returned to FPS.
- 12.1.1 in the same condition as when it was hired; and
- 13 SEVERENCE**
- 13.1 If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void, or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.
- 14 VARIATION OF AGREEMENT TERMS**
- 14.1 None of the terms of the agreement shall be varied, waived, discharged, or released either at law or in equity, except by the express written agreement of FPS. A new hire agreement online must be completed.