



www.fueltankhire.com.au
ABN 72 137 490 736

Fuel Tank Hire Pty Ltd

69-71 Market Street
Smithfield NSW 2164

Ph: 02 9757 3337 Fax: 02 9604 8723

Email: enquiry@fueltankhire.com.au Web: www.fueltankhire.com.au

HIRING AGREEMENT

USE OF EQUIPMENT

1. The hirer shall at all time use the equipment in skilful and proper manner and shall at his own expense, clean and maintain the equipment in good substantial repair and condition, reasonable wear and tear accepted.

CLEANING

2. A cleaning fee is chargeable upon mobilisation of equipment. This does not include disposal of tank contents. Any costs incurred for disposal of tank contents will be charged to the hirer.

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 the period of hire is determined and the equipment is returned to the owner due to a breakdown of failure caused by reasonable wear and tear and not by the hirer's negligence or misuse or any other reason whatsoever.

DAMAGE OF 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 upon the completion of the period of hire the whole or any part of the cost of replacement of or repair to the equipment may be charged to the hirer.

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 as shown overleaf or the time the equipment is delivered to the hirer whichever is the later 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

7. Notwithstanding anything herein contained hiring charges at the rates specified overleaf 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 overleaf, whichever is the later.

BREAKDOWN

8. In the event of a breakdown or failure of the equipment, the hirer shall return the equipment to the owner's premises for with and on no account repair or attempt to repair the equipment without prior consent of the owner. In the event that such breakdown or failure is caused by reasonable wear and tear and not by the hirer's negligence or misuse or any other reason whatsoever then the period of hire shall be responsible for any expenditure damages and or loss incurred by the hirer arising out of any 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 for with terminate this Agreement and re-posses the equipment in any of the following events:
 - (a) If the hirer shall fail to pay any hiring charges within (2) 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 in the case of a hirer being limited company should an order be make or a resolution passed for the winding up of such company.
 - (d) If the hirer commits any breach of this Agreement.
For the purposes of repossessing the equipment, the owner may enter into or upon any premises where the equipment may be without prejudice to the rights of the owner to recover from the where the 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 these clause.
10. This Agreement may not be transferred or assigned to any other party without the consent of the owner.

Company Name: _____ Position: _____

Signature: _____ Print Name: _____ Date: _____