

Hire Terms and Conditions

- 1 Geotechnics agrees to provide the equipment to the hiree, and the hiree agrees to hold it, in accordance with the terms and conditions set out below. These terms and conditions shall be deemed to apply to any further items of equipment that Geotechnics may agree to provide to the hiree from time to time at an agreed rental.
- 2 Transport, delivery and collection of equipment is additional to the hire fee.
- 3 The hiree agrees to pay rental for each day of use of the equipment at the rates of hire applicable as set out in the schedule (“**Hire Rates**”). Payment is due by the 20th of the month following the invoice date whether the hire is continuing or not, unless otherwise agreed. We reserve the right to charge rental for each day (or otherwise agreed period) until the equipment is received by us.
- 4 The hiree acknowledges that the equipment is the property of Geotechnics, and that:
 - a they hold the equipment as hiree and will not acquire any rights or interest in or to the equipment;
 - b they will not sell, hire or otherwise part with possession of the equipment or any part of it;
 - c they will not allow a lien or security interest to arise in respect of the equipment; and
 - d they will protect the equipment from distress, execution and seizure.
- 5 The hiree must not interfere with, adapt or alter the equipment in any manner without our prior written consent.
- 6 The hiree must at all times while the equipment is in their possession or control:
 - a keep it securely stored;
 - b keep and maintain it in good order, repair and condition (fair, wear and tear excepted);
 - c immediately notify us of any damage to, or loss of, the equipment;
 - d ensure that it is operated in a careful, proper and prudent manner and in compliance with the manufacturer’s instructions and any instructions issued by us; and
 - e comply with all laws and regulations affecting the operation of the equipment, including ensuring that persons authorised to use it have received appropriate training and hold appropriate licences.
- 7 The hiree is responsible for any loss of or damage to the equipment (other than fair wear and tear) while it is at their premises or in their possession and control, whether such loss or damage is caused by them or any other person.
- 8 The hiree shall from the date of delivery of the equipment until the end of the term of the lease, keep it comprehensively insured at their expense for the full replacement value. The hiree’s insurance shall cover the loss or damage by fire, theft, flood, earthquake, landslide, subsidence, storm, tempest, act of god, inevitable accident, malicious damage, accident third party liability and such other risks the owner may require.
- 9 Geotechnics give no warranties in respect of the equipment, including fitness or suitability for any particular purposes. We shall not be liable for any loss (including loss of profits) or any consequential, indirect or special damage or loss of any kind suffered by the hiree or any other person arising directly or indirectly from the operation of, or any defect or malfunction in, the equipment. The hiree acknowledges that the equipment is intended to be used by them and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply to the supply of the equipment under these terms and conditions. The hiree shall hold harmless and indemnify and keep indemnified Geotechnics against all claims, costs, damages, demands or liability arising directly or indirectly out of the use of the equipment, including claims, costs, damages, demands or liability arising out of any accident, injury or damage suffered by the hiree or any of their authorised agents or employees, or third parties.
- 10 Unless otherwise agreed, the equipment must be delivered back to Geotechnics (or made available for collection) by the agreed date (or extension to the agreed dates organised where required) (and immediately in the event of the hiree’s insolvency, liquidation or bankruptcy) in a condition and appearance consistent with the condition and appearance of the equipment at the Commencement Date, fair, wear and tear excepted. The hiree irrevocably authorises Geotechnics to enter upon their premises, or any other property where the equipment is held, to take possession of it, without Geotechnics being liable for any damage, if the equipment is not delivered back to Geotechnics or made available for collection at that time.
- 11 Equipment returned excessively dirty will be subject of a minimum service charge of \$70.00.

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