

Terms & conditions

Standard Conditions of Hire (Short term)

1. Basis of Agreement

1. Unless otherwise agreed by the Company in writing, the Terms apply exclusively to every agreement between the parties. The Company may vary or amend these Terms at any time.
2. Any quotation, price schedule or price lists provided by the Company to the Hirer is only valid for the period indicated by the Company and constitutes an invitation to treat only.
3. An order is accepted by the Company when the Company accepts, in writing, an offer from the Hirer or provides the Hirer with the Equipment.
4. The Company may in its absolute discretion refuse to accept any offer.

2. Equipment Hire

1. The Hirer must provide the Company with any information necessarily required by the Company to process the Hirer's order, including but not limited to the Equipment quantity and type; the Hire Period and the premises on which the Equipment will be located or installed.
2. The Hirer shall pay to the Company the Hire Charges for the Hire Period in accordance with the Company's invoice. Upon the expiration or termination of the Hire Period and/or these Terms or at the Company's request, the Hirer must return the Equipment to the Company in good repair, condition and working order, ordinary wear and tear excepted.
3. These Terms automatically terminates one day before the 12 month anniversary of the first date of hire and the Hirer must return the Equipment to the Company.

3. Payment & Default

1. All rental and other charges payable to the Company are strictly net and are payable within thirty days from the date of the Company's invoice. If not paid within the period specified, the Company may in its discretion, charge interest thereon at the rate of ten centum per annum computed from the date upon which the sum became due until payment of same, such interest being agreed liquidated damages by way of compensation for delay in payment and not by way of penalty.
2. The Hirer is liable for all stamp duties, GST, any other taxes or liabilities or charges due to any statutory body or authority incidental to the Equipment hire.
3. If the Hirer defaults in its payment or if any order is made for the sequestration of the Hirer's estate or if he shall enter into any composition or arrangement with his creditors, or being a company enter into liquidation or be in breach of any of the Terms, the Company may terminate these Terms at its option and re-take possession of all Equipment and the Hirer authorises the Company by his servants, agents and employees to do all things and commit all acts which may be required for that purpose and that the Company may not be responsible for all or any claims, demands and causes of action of whatsoever kind of nature which may arise out of or as a result thereof. Any termination of these Terms shall be without prejudice to the rights of the Company accrued prior to such termination.
4. The Company may also charge the Hirer for and the Hirer must indemnify the Company from all expenses and costs (including legal costs and expenses) incurred by the Company, resulting from the default and in taking action to enforce its rights.

4. Delivery & Pick up of Equipment

1. The Company will arrange for the delivery of the Equipment to the address specified by the Hirer.

2. The Company will use its reasonable endeavours to meet any estimated dates for delivery but will not be liable for any loss or damage suffered by the Hirer for failure to meet any estimated date.
3. The Company's delivery docket shall be prima facie of the contents stated in it and the Hirer may not lodge a claim with the Company for non-delivery or that the Equipment were not clean, in good condition or proper working order unless the Hirer provides written notice of the discrepancy or defect to the Company within seven days of delivery or expected delivery.
4. The removal or repositioning of the Equipment to another location shall be performed by the Company at the Hirers costs unless the Equipment was delivered incorrectly. If delivered incorrectly the Hirer must notify the Company immediately or within 7 days of delivery.
5. The Hirer must notify the Company when pick up of equipment is required.

5. Use of Equipment

1. The Hirer acknowledges that it has satisfied itself as to the suitability, condition and fitness for purpose of the Equipment and the Company has made no representations and given no guarantee or warranty that the Equipment is suitable for the Hirer's intended purpose.
2. The Hirer must at all times keep and maintain the Equipment in proper working order and condition, and in good and substantial repair, fair wear and tear excluded.
3. The Hirer must operate and maintain the Equipment in accordance with applicable laws and recognised methods and standards for Equipment including compliance with any manufacturer's operating manual.
4. The Hirer must not sell, offer for sale, assign, mortgage, pledge under let, lend, permit any lien to exist ever, encumber, create a charge or security interest or dispose of the Equipment or his interest under these Terms in any way.
5. The Hirer must not remove or re-locate the Equipment from the site or re-hire out the Equipment to a third party without the written consent of the Company.
6. During the Hire Period, the Hirer will be liable for any damage to or loss of the Equipment from any cause whatsoever including theft, storm, tempest, fire, act of God or other natural catastrophe but (save in the case of crossings) excepting fair wear and tear. The Company may recover from the Hirer as a debt due and payable for the cost of repairing and/or replacing the Equipment.
7. The Hirer acknowledges that it:
 - does not have rights, title or interest in the Equipment except for those rights granted by the Company under these Terms;
 - may not claim any lien or interest in the Equipment to secure any liquidated or un-liquidated debt or obligation that the Company may owe to the Hirer;
 - must not remove, deface or obliterate any identifying plate, mark or number or any of the Equipment; and
 - must store the Equipment separately and securely and in such manner as to indicate that they remain the personal property of the Company.
8. Where the Equipment comprises:
 - Temporary electricity supply poles:
 1. the Company may in its discretion:
 - make all necessary applications to the electricity supply authority to have electricity connected to site;

- pay the supply authority normal connection fee;
- deliver, install and when required, remove the supplied poles;

2. The Company is not liable for any act of default of the supply authority or to ensure that the meter readings made by the supply authority are accurate.

Temporary sheds, toilets and ablution blocks

1. The Company shall deliver, install and remove these equipment as required by the Hirer at the Hirer's cost; and
2. The Company will charge the Hirer a cleaning fee at the termination of the Hire Period if the equipment requires cleaning.

6. Exclusion of liability and Indemnities

1. The Hirer agrees to use, operate and possess the Equipment at the Hirer's risk and the Company has no responsibility or liability for any loss or damage to any property of the Hirer by reason of the use or possession of the Equipment by the Hirer.

2. To the full extent permitted by law, the Hirer agrees and discharges the Company (including its directors, shareholders, officers, agents and employees) from:

- all claims and demands; and
- any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, arising directly or indirectly from or incidental to:
- a breakdown of, or defect in, the Equipment or any accident to or involving the Equipment;
- the use, operation, repair, maintenance or storage (whether occasioned by the negligence of the Company or otherwise) of the Equipment;
- any other occurrence which may otherwise be suffered or sustained in, upon or near the Equipment; and/or
- the Company enforcing any of its rights under these Terms.

3. The indemnities and assumptions of liability contained in this clause will continue in full force and effect, notwithstanding the termination of these Terms.

4. Nothing in these Terms excludes, restricts or modifies any right or remedy or any guarantee, term, condition, warranty, undertaking, implied or imposed by any law which cannot be lawfully excluded or limited.

5. Where any law impose a guarantee, term, condition, warranty, undertaking in relation to these Terms on the Company that is non-excludable, the Company's liability will be limited to:

- the repair or replacement of the Equipment;
- the supply of equivalent Equipment; or
- the costs of repairing or replacing the Equipment.

7. Dispute Resolution

1. A party (Initiating Party) claiming that a Dispute has arisen must give the other party (Recipient Party) a notice setting out brief details of the Dispute (Dispute Notice). Within 5 Business Days of service of a Dispute Notice, the Recipient Party must give the Initiating Party a notice setting out brief details of the Recipient Party's position on the Dispute (Reply Notice).
2. If Dispute and Reply Notices are given, the parties will enter into good faith discussions with the objective of settling the Dispute. At least one meeting of the authorised representatives must take place within 10 Business Days of service of a Reply Notice.
3. If the Dispute continues to be unresolved, the parties must submit the Dispute to mediation in accordance with the Australian Commercial Disputes Centre (ACDC) Guidelines for Commercial Agreements.
4. The parties will agree on the appointment of mediator. If the Parties do not agree on the mediator to be appointed within 10 Business Days of either Party referring the Dispute to mediation, then the mediator is to be appointed by the ACDC.
5. The costs and expenses of the mediator will be shared by the parties equally.
6. This dispute resolution clause will not be a bar to the commencement of legal proceedings or taking of immediate action where the Company consider in its sole discretion that it is necessary to do so.

8. Miscellaneous

1. The laws of Victoria govern these Terms. The parties agree to the non-exclusive jurisdiction of the courts and tribunals of Victoria.
2. The Company's failure to enforce any of these Terms shall not be construed as a waiver of its rights.
3. If any Term is unenforceable it must be read down to be enforceable, or if it can not be read down, the term may be severed from these Terms without affecting the enforceability of the remaining Terms.
4. A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.
5. No rule of construction applies to the disadvantage of the Company because it was responsible for the preparation of the Terms.

9. Definitions

- In these Terms:
 - **Company** means Aim Site Hire Pty Ltd;
 - **Hirer** means the person, jointly and severally if there is more than one, hiring the Equipment;
 - **Hire Charges** means any fees payable by the Hirer to the Company for the hire of equipment;
 - **Hire Period** means the start & end date for the equipment hire;
 - **Equipment** means the equipment leased from the Company to the Hirer including but not limited to portable buildings, portable toilets, temporary fencing, foot path, crossings, builders power poles, ground mats, containers and rubbish bins or cages;
 - **Terms** means these Standard Conditions of Hire;
 - **security interest** has the meaning under the PPSA; and
 - **PPSA** means Personal Property Securities Act 2009 (Cth).