



PO Box 4256  
MYAREE WA 6163  
Unit 2/ 4 Jaggs Way  
O,CONNER WA 6163

Phone: +61 8 9314 3377  
Fax: +61 8 9314 3244  
E-mail: [info@worksafegear.com](mailto:info@worksafegear.com)  
Visit us: [www.worksafegear.com](http://www.worksafegear.com)

## HIRE AGREEMENT FORM

Subject to the Terms and Conditions set out hereafter this Hire Agreement is made the \_\_\_\_\_  
Day of \_\_\_\_\_ 20\_\_\_\_\_ between WORKSAFEGEAR (hereafter called the Owner) and  
(Name in full) \_\_\_\_\_ hereinafter called the Hirer.

Hirer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The Hirer agrees to hire from the Owner and the Owner agrees to hire to the Hirer the equipment described in the Schedule (the "Items") on the terms and conditions set out below and attached.

1. Equipment

Qty	Part No	Description	Serial No	Required Date

2. Duration of Hire Agreement: \_\_\_\_\_ days after date of delivery (ex Owners warehouse).

3. Hire fees: \$ \_\_\_\_\_ per day + GST

Total payment: \$ \_\_\_\_\_

**All hire payments to be made by credit card, your credit card will be debited daily. It is Hirer's responsibility to ensure enough fund available on credit card at all times.**

Credit card number \_\_\_\_\_ Name on Card \_\_\_\_\_

Expiry date \_\_\_\_/\_\_\_\_ Signature \_\_\_\_\_

Place of payment: Heightech Safety Systems, Unit 2/ 4 Jaggs Way O'Connor WA 6163 P0 Box4256 MYAREE 6960.

Payments can also be made by direct credit into account in advance: Heightech Safety Systems. National Bank Maddington BSB 086 466 Account Number 692905264.

4. General:

The Hirer hereby agrees to be bound by the Terms and Conditions attached to this Agreement which the Hirer acknowledges having read before signing.

Signed by an authorised officer of the Hirer \_\_\_\_\_  
Signature of Authorised Officer \_\_\_\_\_ Name of Authorised Officer \_\_\_\_\_

Signed by an authorising officer of the Owner \_\_\_\_\_  
Signature of Authorised Officer \_\_\_\_\_ Name of Authorised Officer \_\_\_\_\_

INDEPENDENT ADVICE AND SPECIALIST KNOWLEDGE ON HEIGHT SAFETY AND CONFINED SPACE RESCUE EQUIPMENT. TRAINING, SITE AUDITS, INSPECTIONS AND SERVICING OF ALL MAJOR BRANDS.

A YRISS PTY LTD AS TRUSTEE FOR ARCH HILL DISCRETIONARY TRUST- TRADING AS WorkSafeGear

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## **WORKSAFEGEAR Terms and Conditions of Hire**

1. **General**
  - 1.1 The following conditions issued by WorksafeGear (the Owner) apply to any agreement which these conditions form part to the exclusion of any conditions of the Hirer or standards, specifications, conditions unless expressly accepted by the owner as part of the agreement with the Hirer.
  - 1.2 "Item" shall mean the subject matter of the agreement.
2. **Commencement and Termination of this Rental Agreement**

Date of commencement and duration as per agreement signed by both parties. The Item shall be deemed to be on Hire from such a time as it is picked up by the Hirer and shall continue until the Hire expires.
3. **Continuation and Early Termination of Hire**

The Hire will be continued automatically after the termination date unless termination is advised by either party. In the event that the Hirer terminates the Hire Agreement prior to the period specified in the Schedule, then the Hirer must pay a termination fee of twenty five percent (25%) of the balance of unpaid rental fees to compensate the Owner for its damages arising from such early termination.
4. **Pick Up/ Delivery in Good Order and Maintenance**
  - 4.1 Unless notification to the contrary is received by the Owner in writing from the Hirer within 12 hours of receipt, the item shall be deemed to be in good order. The Hirer shall be responsible for the Item's safekeeping, use in workman-like manner within the manufacturer's specification and return on completion of the rental period in equal order-fair wear and tear accepted.
  - 4.2 The Hirer shall take reasonable steps to keep himself acquainted with the state and condition of the Item. If the Item is used/ worked in an unsafe and/ or unsatisfactory state and/ or contrary to the Owner's instructions the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
  - 4.3 The Hirer shall be responsible for loading and/ or unloading of the Item on site.
5. **Servicing and Inspection**
  - 5.1 The hirer shall at all times allow the Owner, his agent or his insurer access to the Item to inspect, adjust, repair or replace the same. Further the Hirer shall ensure the Item is forwarded for service when advised by the Owner at the Hirer's responsibility.
  - 5.2 The Hirer shall take delivery of the Item at its expenses and shall keep the Item at the site described in the Schedule at all times.
6. **Breakdown, Repairs and Adjustments**
  - 6.1 Any loss, breakdown or unsatisfactory working of any part or whole of the Item must be notified to the Owner immediately.
  - 6.2 The Hirer shall not repair the Item without the written authority of the Owner.
  - 6.3 The Hirer shall be responsible for all expenses arising from repair, breakdown or damage incurred by the Owner due to the Hirer's negligence or misuse or activation of fall arrest component of the Item and for payment of rental at the appropriate rate during the Item is necessarily idle due to such breakdown or damage.
7. **Terms of payment**
  - 7.1 Prices quoted are net. Subject to credit being approved accounts. Deposit payment must be made by credit card to the Owner before the Item leaves the Owner's Premises, credit card will be debited daily to cover hire costs unless Hirer arranges payments via alternative methods in advance. The Owner reserves the right to charge Hirer's credit card to recover unpaid balance after such invoice becomes overdue.
  - 7.2 The Hirer agrees to pay any stamp duty or other duty fees and imposts payable to any Government or semi-Government body in respect or arising out of this agreement of the Item. The Owner reserves the right to charge interest on overdue accounts seven (7) days after the date of the Owners Demand at the Commonwealth Bank of Australia Indicator Lending Rate plus 3%.
8. **Loss/ Damaged**

The Hirer shall be responsible for the full replacement cost based on the current manufacturer's published list price of Items lost, stolen or damaged beyond repair and for the payment of rental at the appropriate rate from the time the Item is reported lost or stolen to the date of settlement of any claim under this clause. The Hirer shall notify the Owner in writing immediately on becoming aware of the loss, damage or theft of the Item.
9. **Exclusion of Warranties and Liability of Owner**

To the extent permitted by law, the Owner excludes all conditions and warranties, whether implied by law or otherwise, not expressly set out in this agreement. Where the Owner is not able to exclude any condition or warranty, then to the extent permitted by law, the Owner's liability for breach of such warranties or conditions is limited in the manner set out in 68(l) of the Trade Practices Act. In particular, to the extent permissible by law, the Owner will not be liable for any damage, compensation, expenses or other liability, whether directly or indirectly due to or arising from any defect or breach of warranty in relation to the Item through any cause whatsoever.
10. **Indemnity/ Insurance**
  - 10.1 The Hirer agrees upon demand to indemnify the Owner against all losses, damage, claim costs and expenses of whatever nature suffered by the Owner to the extent that the same are caused by or relate to the use of the Item by the Hirer.
  - 10.2 Throughout the Hire period the Hirer shall insure against damage, loss or injury which may occur to any property or person as a result of the Item on Hire.

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11. **Notice of Accidents**  
If the Item is involved in an accident resulting in an injury to persons or damage to property, immediate notice must be given to the Owner, in writing to his office, and in respect of any claim not within the hirers agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's written consent.
12. **Re-Hire**  
The Item or any part of it shall not be re-rented, sub-let or lent in any way without the written permission of the Owner. The Hirer shall not re-hire, sell, mortgage, or otherwise deal with the Item and shall protect the same against distress, executing or seizure and shall indemnify the Owner against all losses, damages, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition, except in the event of Government requisitions.
13. **Government Regulations**  
The Hirer will be responsible for compliance with relevant regulations issued by Local, State and/ or Federal Government and/ or their agents, including regulations under the Health and Safety Work Act.
14. The Hirer shall ensure that the Item is operated only by qualified trained personnel in accordance with the manufacturer's instructions. Further the Hirer agrees to inform himself about the safe operation of the Item on Hire.
15. **Default of Owner**  
If the Hirer:   a) Commits a breach of any of these terms and conditions, and within a period of 5 days following receipt of notice from the Owner to rectify the same and fails to do so; or  
                  b) Enters into a composition with Creditors or goes into liquidation or  
                  c) An administrator or administrative receiver is appointed in respect of the Owner's assets or any of them  
Then the Owner at Its discretion give the Hirer summary of notice of termination of the agreement and the Owner shall have no further obligations to the Hirer whatsoever and it shall be thereupon be lawful for the Owner to take possession of the Item and for that purpose enter into or upon any premises where the same may be.