



EQUIPMENT HIRE POLICY AND PRACTICES

Eligibility and Priorities

First priority users eligible to hire Equipment are those individuals, companies or groups that are those individuals, companies or groups that are registered members of a Landcare group within the Snowy River Interstate Landcare Committee area boundaries who undertake to use the equipment for the eradication and/or reduction of weeds, insect or animal pests, whether declared noxious or not, as part of a coordinated Weed, Insect or Animal Pest Control program

Second priority are those individuals, companies or groups who are not members of a recognised Landcare group within the Snowy River Interstate Landcare Committee area boundaries who undertake to use the equipment for the eradication and/or reduction of weeds, insect or animal pests whether declared noxious or not, as part of a Weed, Insect or Animal Pest Control program.

Safe Use

The hirer must ensure that the equipment will be used in a manner that is safe for both the equipment and people using it or in its vicinity. Further, the use must be lawful. The hirer must not use the equipment or any part of the equipment as part of any conduct or activity, which is prohibited at law or immoral or noxious.

Hire Procedure

Contact the Snowy River Interstate Landcare Office (SRILC) to make booking a for hire of the Quick Spray Unit, phone- 64584003
Two records of hiring will be kept, one at the SRILC OFFICE and one with the unit.
“The agreement of hire” must be signed before collecting the Quick Spray Unit.

Recording of Bookings and Hiring

A master hire register is to be kept that lists all the equipment available for hire and has provision for entering details of approved bookings, date hired, date returned, and condition.

Additionally a book is to be maintained and kept with the unit , detailing who, date of collection, date of return and any maintenance or breakages relating to the unit.

EQUIPMENT HIRE AGREEMENT

General

These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Hiree and supersede all terms and conditions previously issued by the Supplier.

The Supplier is only prepared to hire equipment upon these terms and conditions and no contract for the supply of Equipment shall exist between the Supplier and the Hiree except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Supplier.

Any order placed by a Hiree is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Hiree's order.

Definitions And Law

This contract shall be governed by and construed in accordance with the laws of the State of New South Wales as are relevant and in force from time to time.

In these terms and conditions unless the context otherwise requires:

The "Supplier" is the Snowy River Interstate Landcare Committee (including its successors, representatives and permitted assigns)

The "Hiree" is the person, firm, company, corporation or public authority taking Suppliers equipment on hire.

The Hire item(s) are those stated in the relevant contract and are hereinafter referred to as the "Equipment"

General

The complete contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as the "Contract".

The parties to this agreement are the Supplier of the Equipment and the Hiree named in the contract.

These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Hiree and supersede all terms and conditions previously issued by the Supplier.

The Supplier is only prepared to hire Equipment upon these terms and conditions and no contract for the supply of Equipment shall exist between the Supplier and the Hiree except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Supplier.

Any order placed by a Hiree is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Hiree's order.

Supplier Discretion

The Supplier, at its sole, discretion, will determine whether the proposed Hiree is acceptable.

Basis of Charging

The Hiree will pay the hire charges of:

- **\$99/ day GST inclusive for Members of SRILC or affiliated Groups, or**
 - **\$132/day GST inclusive for non-Members.**
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Commencement of Hire Hire charges will commence from the time stated in the Contract and will continue during the period of hire until the Equipment is restored to the Supplier in a clean and serviceable condition against the Suppliers receipt.

Payment of Hire Charge All charges are payable on demand. If payment is not made on the due date the Supplier shall be entitled to interest on the amount overdue at the contemporary base rate of the Commonwealth Bank plus 4% calculated on a day to day basis.

This shall be without prejudice.

Responsibilities of Hiree & person signing The person signing the Contract warrants that he has the authority of the Hiree to make this Contract on the Hiree's behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so. The said person hereby acknowledges that he has been instructed in the safe and proper operation of the Equipment. The said person and Hiree jointly and severally hereby undertake to ensure that no-one uses the Equipment who is not properly instructed and shall not allow the Equipment to be misused.

When signature for receipt becomes operative Where, for administrative convenience, the Hiree is requested by the Supplier to sign a contract before the goods are handed over, the Hiree agrees to examine the Equipment at the time of the physical hand-over and the effect of such signature will not become operative until immediately after the physical hand-over.

Responsibility of Hiree or his Agent

- (i) The Hiree or his agent shall be responsible for the loading and unloading of the equipment at the address specified by the Hiree and likewise at the Suppliers premises when transported by the Hiree or his agent and any person supplied by the Supplier shall be deemed to be an employee of the Hiree or his agent at such times.
- (ii) The Hiree's responsibility for the equipment commences on the receipt of the Equipment by the Hiree or his agent or on delivery as requested, and ends when the Hiree is in possession of the Suppliers unqualified receipt for all the Equipment. The Hiree will not sell or otherwise part with control of the Equipment.
- (iii) The Hiree shall at all time indemnify the Supplier against and from any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Hiree and injury to any servant, employee or agent of the Hiree) and in respect of damage to or loss of any property whatsoever (including the Equipment indemnity as determine in the section titled "Indemnity for Lost, Stolen or Damaged Equipment") arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any part thereof.

Maintenance of Equipment and Breakdown Procedures The Hiree shall keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to the Supplier. Under no circumstances shall the Hiree repair or attempt to repair the Equipment unless authorised by the Supplier. Such Equipment must be returned to the Supplier premises for examination, or when rectification elsewhere is requested, the Hiree agrees to pay carriage if required by the Supplier.

Consequential Losses The Supplier shall not be liable for any consequential loss to the Hiree including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability or lawful repossession of the Equipment or any part thereof or any breakdown or stoppage of same.

**Indemnity for
lost, stolen or
Damaged
Equipment**

The Hiree agrees either to insure the Equipment against loss, theft or damage beyond economic repair on a “new for old” basis or alternatively indemnify the Supplier in a similar amount. All monies received by the Hiree from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hiree and paid to the Supplier on demand. The Hiree shall not compromise any claim without the express consent of the Supplier

**Non-returned,
Lost, Stolen,
Damaged or
Unclean
Equipment**

- (i) The Hiree accepts full responsibility for the care and safe keeping and return in good order of the Equipment.
 - (ii) In the case of Equipment which is lost or stolen or damaged beyond economic repair the Hiree shall in all cases meet the Hiree’s obligations under the section titled “Indemnity for Lost, Stolen or Damaged Equipment”. Additionally, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the Hiree, the Hiree accepts liability to pay for all financial loss to the Supplier until the indemnity referred to in the section titled “Indemnity for Lost, Stolen or Damaged Equipment” is paid. The Hiree’s liability under this Condition shall be without prejudice to any other rights of the Supplier.
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**Determination of
Hire**

The Supplier shall be entitled at any time if the Hiree is in breach of this Contract to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or any part thereof.

Rights of Access

The Hiree authorises the Supplier (upon production of this document) to enter any premises where the Supplier reasonably believes any Equipment or part thereof to be, and if, and in so far as, the Supplier in his absolute discretion deems necessary, to inspect, test, repair or repossess the same.

**Terms of
Contract**

These Conditions have effect in substitution for, and to the exclusion of, any Conditions put forward by the Hiree.

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IDENTIFICATION DETAILS

Name _____

DATE: _____

Address _____

Ph (h): _____ (wk): _____

(Mob): _____ (email): _____

Previous Hirer: Yes/No

Drivers licence No: _____

Chemical Users Certificate No. : _____

The above is authorised to use the Quick Spray Unit for ___ hours/days/week/s or other _____

Commencing on (date) _____ until (date) _____

Signature: _____ Name: _____ Date: ___/___/___

**HIRE RATE: \$99 / day GST inclusive for Members of SRILC or affiliated Groups
\$132 / day GST inclusive for non-Members**

CHEMICAL USAGE:

As the user of this equipment I;

1. Will ensure I receive instructions on the use and features of the equipment before taking delivery.
2. Have the Material Safety Data Sheet (MSDS) and Label for the substances to be used with me to ensure use, mixing and safety precautions are followed.
3. Will wear appropriate Personal Protective Equipment when using hazardous substances and the spray equipment.
4. Will only spray substances when the weather conditions are suitable.
5. Will return the equipment in good repair OR pay for the damage caused.
6. Will wash down the equipment &/or trailer to remove weeds and seeds, mud, dirt or contaminants.
7. Will flush the hoses and tank to be free of any chemical residue as per operators manual.
8. Will complete and retain 'Daily Record of Herbicide Application' forms in relation to the use of this equipment.
9. Will return the equipment promptly at the agreed time indicated above.

I accept the Terms and Conditions of Hire contained in this agreement and *understand that any obvious damage or breakages incurred to the unit, during the period of my hire agreement, must be paid for in full by myself.*

Hirers signature: _____ Name: _____

Date: ___/___/___