RENTAL HIRE AGREEMENT
Drader Welding Gun and/or SPY Holiday Detector
(Despatched from the Brisbane office via Road Freight)

EQUIPMENT (*tick relevant boxes below for rental & fees ie Drader Welding Gun or Holiday Detector or both)*

☐ **Injectiweld Drader Welding Gun**

Please state pipe diameter(s)	
Please state pipe end type(s)	
Please state pipe wall thickness(s)	

Comes with
- *Carry Case*
- *Drader Heat Transfer Compound*
- *MDPE Filler, 10m roll*
- *Welding Tips*

☐ **SPY Holiday Detector (aka Sparktester)**

*Please state pipe **outside** diameter(s)*	Ø
	Ø
	Ø

Comes with
- *Batteries x2 & Charger*
- *Brush*
- *Carry Case*
- *Coil*
- *Earth Lead*
- *Wands x2*

Delivery Fee		☐	As per courier quote plus GST *(per unit)*		
Deposit Fee		☐	$500.00 plus GST *(per unit)*		
Hire Fee	*Either*	☐	$280.00 plus GST *(per unit)*		week(s)
	Or	☐	$950.00 plus GST *(per unit)*		month(s)

Hire Commencement Date / /

Hire Completion Date / /

PAYMENT OPTIONS *(Please tick one)*

An invoice will be generated & sent to you.
Please select one of the payment options below.
Please note that we do not accept American Express.

Company Name

Purchase Order Number

☐	via ACCOUNT	Payable as per your customer account payment terms with Steel Mains
☐	via CREDIT CARD	Please contact our accounts department to pay by credit card once you have received an invoice
☐	via EFT	As per instructions on the invoice
		Please email a copy of the remittance advise to accounts@steelmains.com
		Banking Details Commonwealth Bank 325 Collins Street, Melbourne, VIC, 3000 BSB: 063 000 A/C NO.: 14175914

Please carefully read the full TERMS AND CONDITIONS on the following pages and complete the TERMS AND CONDITIONS section with your Company details. Then return the whole document.
The unit(s) cannot be despatched until the form is fully completed and fees paid as per Clause 2

TERMS AND CONDITIONS OF RENTAL HIRE AGREEMENT

(Please note that these TERMS AND CONDITIONS are non-negotiable)

I hereby accept the Equipment under the Terms and Conditions of the Rental Hire Agreement

Between *STEEL MAINS PTY LTD*
ABN# 73 004 843 056 of
125-175 Patullos Lane, Somerton, VIC, 3062 ***and,***

Company Full Name _____

ABN _____

Address Where Unit Is _____

To Be Sent _____

_____

Dated the ***day of*** ***20***

Signed _____

Contact Name _____

Contact Phone Number _____

Contact Email Address _____

1. **<u>In this Agreement</u>**

Equipment means a Drader Welder Gun and/or SPY Holiday Detector and includes all accessories, tools and parts supplied by Steel Mains (which are set out on the front page of this agreement).

Deposit Fee means the fee paid by the Customer to Steel Mains prior to the Hire Commencement Date, refundable to the Customer in the event that the Equipment is returned to Steel Mains in a satisfactory condition on or before the Hire Completion Date, but which is otherwise non-refundable in whole or in part.

Delivery Fee means the fees charged by Steel Mains to the Customer for delivering the Equipment to the Customer. The Customer will organise to return the Equipment to the Steel Mains Brisbane office via their own courier company at the completion of the Hire Period.

Customer means the company identified on page 2 of this agreement.

Hire Commencement Date means either,

(a) The time of collection of the Equipment from Steel Mains by a courier, or

(b) The time of collection of the Equipment from Steel Mains by the Customer.

Hire Fee means the amount payable by the Customer to Steel Mains in respect of the hire of the Equipment for the Hire Period which does not include any Delivery Fee.

Hire Period means the period from the Hire Commencement Date to the later of the Hire Completion Date and the Return of the Equipment, being in any event not less than 7 days.

Return or Returned means either

(a) the time of the return of the Equipment to Steel Mains, whether by the Customer or Steel Mains, or

(b) if the Equipment is lost, stolen or damaged, the time at which the Equipment is repaired or replaced as the case may be.

Hire Completion Date means the earlier of the:

(a) hire completion date set out on the front page of this agreement; or

(b) Return of the Equipment to Steel Mains.

2. **Hire of the Equipment and Fees Payable**

2.1. In return for the payment of the Hire Fee, Deposit Fee and Delivery Fee, Steel Mains agrees to hire the Equipment to the Customer for the Hire Period.

2.2. The Hire Fee, any Delivery Fee and the Deposit Fee must be:

2.2.1. Paid in full prior to dispatch of the Equipment where the Customer does not hold a trading account with Steel Mains; or

2.2.2. Invoiced by Steel Mains prior to dispatch of the Equipment where the Customer holds a trading account with Steel Mains, in which case payment must be made in accordance with the payment terms applicable to that trading account.

2.3. Where additional Hire Fees are incurred pursuant to clause 2.5, Steel Mains may invoice those additional Hire Fees in advance and the Customer must pay them before the commencement of the applicable extended Hire Period, unless the Customer holds a trading account with Steel Mains, in which case payment must be made in accordance with the payment terms applicable to that trading account.

2.4. The Customer agrees to return the Equipment within 7 days of the Hire Completion Date, or notify Steel Mains in writing that they require an extension to the Hire Period.

2.5. Subject to clause 5.4, the Customer agrees to pay an additional Hire Fee if the Equipment is not returned within 7 days of the Hire Completion Date unless the Customer has notified Steel Mains in writing and Steel Mains has accepted the delay.

3. <u>Conditions of Hire</u>

The Customer must:

3.1. Make and rely upon its own enquiries as to the suitability of the Equipment for the Customer's intended purpose.

3.2. Use the Equipment only for the purpose and in the manner for which it was designed.

3.3. At its own cost, keep the Equipment in good order and repair at all times which includes but is not limited to servicing, cleaning and lubrication of the Equipment.

3.4. Allow only suitably qualified and trained personnel to operate the Equipment.

3.5. Immediately notify Steel Mains of any breakdown, loss or damage to the Equipment.

3.6. Not take the Equipment out of the state from which it was hired without the prior written consent of Steel Mains.

3.7. Not part with possession or control of, sell, sub-hire, encumber or otherwise deal with the Equipment in any way.

3.8. Not make any modification or alteration to the Equipment without the prior written consent of Steel Mains.

3.9. Return the Equipment to Steel Mains in the condition that it was hired.

3.10. Return the Equipment to the Steel Mains Brisbane office at the end of the Hire Period.

4. <u>Breakdown, Damage or Loss of the Equipment During the Hire Period</u>

4.1. In the event that the Equipment breaks down, becomes damaged, lost or stolen during the Hire Period, Steel Mains may, in its reasonable discretion, determine whether the break down, damage or loss was a result of any act, omission or negligence on the part of the Customer, or was attributable to some other cause.

4.2. If Steel Mains reasonably determines that the breakdown, damage or loss was not a result of any act, omission or negligence on the part of the Customer then it may, at its discretion, waive the unexpired portion of the Hire Fee.

4.3. Subject to clause 5.3, if Steel Mains reasonably determines that the breakdown, damage or loss was a result of any act, omission or negligence on the part of the Customer, then the Customer agrees to pay to Steel Mains the replacement cost of the Equipment. The replacement cost of the Equipment is to be reasonably determined by Steel Mains.

5. <u>Liability of Customer</u>

5.1. The Customer will hire and use the Equipment at its own risk, and releases Steel Mains, its employees, agents, and contractors to the fullest extent permitted by the law, from all claims and demands of every kind resulting from any accident, damage, injury or death arising as a result of the hire or use of the Equipment.

5.2. The Customer will indemnify and keep indemnified Steel Mains from and against all actions, claims, demands, losses, damages, loss of Hire Fees, costs and expenses for which Steel Mains may become liable, or which Steel Mains may suffer as a result of the Customer's hire or use of the Equipment.

5.3. Without in any way limiting or affecting the rights of Steel Mains pursuant to this agreement, or under statute, at common-law or in equity, if the Equipment is damaged during the Hire Period then Steel Mains may, at its reasonable discretion, repair the Equipment or deem it to be written-off, in either case the Customer must pay to Steel Mains, as the case may be, the cost of repairs to or of replacing the Equipment within 7 days of Steel Mains submitting an invoice to the Customer for such repair or replacement costs.

5.4. Without in any way limiting or affecting any other rights that Steel Mains may have either pursuant to this agreement or under common law, statute or equity, if the Customer does not Return the Equipment to Steel Mains by the Hire Completion Date other than by reason of default by Steel Mains then:

5.4.1. The Customer must pay to Steel Mains the pro-rata daily rate for each period of 24 hours or any part thereof from the Hire Completion Date until the Equipment is returned to Steel Mains; and

5.4.2. If the Equipment is not returned to Steel Mains within 14 days of the Hire Completion Date (or such later date as may be agreed in writing) then, in addition to the amount payable under clause 5.4.1, the Customer will pay to Steel Mains the replacement cost of the Equipment. The replacement cost of the Equipment is to be reasonably determined by Steel Mains.

5.5. The Customer acknowledges that the amounts payable under clause 5 are a genuine pre-estimate of the loss that would be suffered by Steel Mains if the Equipment is not returned in the same condition as it was at the Hire Commencement, fair wear and tear excepted, by the Hire Completion Date.

6. <u>Liability of Steel Mains</u>

To the extent permitted by law and except as otherwise provided herein:

6.1. All conditions, warranties and representations are hereby expressly negated and excluded; and

6.2. Steel Mains' liability to the Customer arising in connection with the hire or use of the Equipment hereunder whether under common law, equity or statute and whether direct or indirect is limited to replacing or repairing the Equipment, supplying equivalent equipment or refunding any Hire Fees paid, and without limitation excludes any liability whatsoever for any incidental, consequential or indirect damages or for any loss of profits.

7. <u>Termination by Steel Mains</u>

This agreement may be terminated by Steel Mains immediately if:

7.1. The Customer has made any false statement in relation to any matter referred to in this agreement; or

7.2. The Customer fails to pay any consecutive Hire Fees when they become due; or

7.3. the Customer commits or suffers an act of bankruptcy or being a company goes into liquidation or provisional liquidation or has a receiver, manager or other external controller appointed; or

7.4. Execution or distress against the Customer or the Customer's goods is levied; or

7.5. The Customer causes or permits to be done or suffered any act or thing likely to endanger the safety or condition of the Equipment; or

7.6. The Customer fails to return the Equipment by the Hire Completion Date set out on the front page of this agreement.

8. <u>Effect of Termination by Steel Mains</u>

In the event of termination of this agreement pursuant to clause 7, or if the Customer otherwise breaches any provision of this agreement:

8.1. Steel Mains shall have the immediate right to take possession of the Equipment;

8.2. The Customer must provide Steel Mains with access to enter any premises where the Equipment may be located in the name of the Customer and to exercise any right to possession;

8.3. The Customer shall pay to Steel Mains all expenses reasonably and properly incurred by Steel Mains by reason of it taking or attempting to take such possession of the Equipment and shall otherwise indemnify Steel Mains against any other costs (including legal costs), expenses, claims or damages whatsoever arising out of the Customer's breach.

9. **<u>Risk and Title</u>**

9.1. The Customer acknowledges and agrees that legal and equitable title to the Equipment remains vested in Steel Mains at all times.

9.2. The Customer must not sell, assign, sub-let, encumber, or otherwise deal with the Equipment, or any interest in the Equipment, in any manner that is inconsistent with Steel Mains' rights as owner of the Equipment.

9.3. Risk in the Equipment passes to the Customer upon collection or delivery of the Equipment and remains with the Customer until the Equipment is returned to, and accepted by, Steel Mains.

10. Safe Use and Operation of Equipment

10.1. The Customer must ensure that all Equipment is operated strictly in accordance with all applicable laws, and safe operating guidelines provided by Steel Mains.

10.2. The Customer assumes full responsibility and risk for the operation of the Equipment and must ensure that it is operated only by suitably qualified, trained and authorised personnel.

10.3. Operators of any Equipment must use the required personal protective equipment (PPE) and comply with applicable safety requirements.

10.4. The Customer must ensure that no person with a heart condition, pacemaker, or any other medical condition that may be adversely affected by the operation of the SPY Holiday Detector, operates or comes into contact with the SPY Holiday Detector.

10.5. The Customer acknowledges and agrees that Steel Mains has no supervision or control over the use of the Equipment while it is in the Customer's possession or control.

10.6. To the fullest extent permitted by law, Steel Mains shall have no responsibility or liability whatsoever for the operation, misuse, handling, maintenance, storage, or use of the Equipment by the Customer, including any injury, death, loss, damage, cost, or expense arising from or in connection with such operation or use.

11. **General**

11.1. Steel Mains may assign either absolutely or by way of security its rights under this agreement and/or to the Equipment.

11.2. No waiver by Steel Mains of any default, breach or repudiation of this agreement by the Customer shall affect the rights of Steel Mains in respect of any further or continuing default, breach or repudiation.

11.3. This agreement shall be binding on the successors and assigns of the parties.

11.4. In the event that any provision (or part thereof) contained in this agreement is rendered void, invalid or unenforceable, then such provision (or part thereof) shall be severed from this agreement without affecting the remaining provisions thereof.

11.5. Where there is more than one Customer then the liability of each shall be joint and several.

11.6. In this agreement the word “person” or “persons” includes a corporation or any other legal entity.

11.7. No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement will prejudice or restrict the rights of that party.

11.8. This agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and contains all of the representations, undertakings, warranties, covenants and agreements of the parties. This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter.

11.9. This agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the Courts of that State and of the Commonwealth of Australia.

11.10. All fees and other amounts payable pursuant to this agreement are inclusive of GST.

CONTACTS FOR TRAINING TEAM

training@steelmains.com

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