



Civilpro Pty Ltd

ABN: 82 098 165 729

AGREEMENT FOR HIRE - TERMS AND CONDITIONS

Customer: _____

Equipment Description:

Evidenced by the signature below, I/We certify that I/We have read, understood and accept the terms and conditions contained herein and I am/We are authorized to sign this Agreement for hire with Civilpro Pty Ltd ABN 82098165729 ("Civilpro") for and on behalf of the Customer and further acknowledge that the Agreement for hire contains all the terms and conditions for the hire of the equipment and shall bind the Customer and my/our successors and assigns. Where there is more than one signatory each shall be jointly and severally liable under these Agreement for Hire -Terms and Conditions.

1. Interpretation of Words in this Agreement;

Commencement – The latter of the date of the approval of credit as recorded on Application for Credit for the Hire of the Equipment or the time of the actual loading of the Equipment by Civilpro for delivery to the Customer.

Equipment – The items, tools, Motor Vehicles (including accessories) described and referenced in the Customers Quote from Civilpro and the subject of the hire to the Customer,(evidenced by the return of the quote duly signed by the Customer).

Hire Period – The period from Commencement until the Equipment is returned to Civilpro.

Equipment Hire Rate – The rate for hire of the Equipment shall be as recorded in the Equipment Quote of Civilpro, for the hire of the Equipment by the Customer.

2. Payment by the customer to Civilpro

2.1 On or before Commencement , the Customer will pay the Equipment Hire Rate and effect all insurance for the full value of the equipment against all risks and thereafter payment terms are net 30 days from the end of the month in which the Equipment is invoiced to the Customer.

2.2 Immediately on request by Civilpro, the Customer will pay;

(a) the new list price of any Equipment which is for whatever reason not returned to Civilpro.

(b) all costs incurred in cleaning the Equipment,

(c) all costs of repairing any damage caused by any of , the ordinary use of the Equipment, the negligence of the Customer or the Customer's agent, vandalism, or arising from any act or neglect whatsoever .

(d) the amount not covered or paid by the insurance of the Customer

(e) stamp duties, Goods and Services Tax, any other taxes or duties and all tolls fines, penalties, levies or charges payable in respect of this Agreement and the Equipment hiring,

(f) all costs incurred by Civilpro in delivering and recovering possession of the Equipment,

(g) a late payment fee calculated daily at 10% per month on all unpaid Equipment hire rates or costs of Civilpro due under this Agreement,

(h) the cost of fuels, and consumables provided by Civilpro and used by the Customer,

(i) any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Customer to pay any Hire rate or cost when due,

(j) all costs repairing or replacing tyres, including road service.

3. Other Obligations of the Customer

The Customer will;

3.1 Satisfy itself at and all times following Commencement that the Equipment is suitable for its purposes and that the Equipment is compliant in all respects with all regulations and requirements for its operation or continuation thereof.,

3.2 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether or not supplied by Civilpro, or posted on the Equipment.

- 3.3 Indemnify Civilpro for all damage caused to persons and property in relation to the Equipment and its operation and have insurance to cover any legal liabilities incurred as a result of the use of the Equipment,
- 3.4 Ensure that all persons preparing for operation, operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed,
- 3.5 Comply with all occupational health and safety laws relating to the Equipment and its operation,
- 3.6 Safety secure all items loaded in or on the Equipment or in or on the Customer's vehicle,
- 3.7 Operate the Equipment in only an approved manner.

The Customer agrees it will NOT;

- 3.8 Tamper with, damage or repair the Equipment,
- 3.9 Lose possession of the Equipment,
- 3.10 Rely upon any representation relating to the Equipment or its operation other than those contained in this Agreement,
- 3.11 Allow any person to drive a Motor vehicle with the Equipment if the person;
 - (a) does not hold an unrestricted licence to drive that class of Motor Vehicle or (b) is affected by drugs and/or alcohol.
- 3.12 Exceed the recommended or legal load and capacity limits of the Equipment,
- 3.13 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment,
- 3.14 Travel outside the State where the Equipment is hired unless Civilpro approves the destination.

4. Customer not to Claim Damages

The Customer indemnifies and holds harmless Civilpro for any loss or damage arising from the Equipment hire and/or its use and further expressly agrees it cannot recover from Civilpro compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or the use of the Equipment.

5 Breach of Hire Agreement by Customer

If the Customer breaches any clause whatsoever of this Agreement, or becomes bankrupt, insolvent or ceases business, then:

- 5.1 Civilpro shall be entitled to
 - (a) terminate this Agreement, and/or
 - (b) sue for recovery of the Equipment hire Rates and costs, and/or
 - (c) repossess the Equipment (and is authorized to enter the Customer's premises to do so);
- 5.2 The Customer remains liable for and must pay for any repairs to the Equipment.

6. No Warranties

All warranties and conditions are excluded to the full extent permitted by law and Civilpro's only obligation resulting from a breach by it of any condition or warranty is to the extent and in accordance with these terms.

7 Additional Customer Responsibilities.

You are responsible for the Equipment until it is back in the possession of Civilpro, even after obtaining a Customer Pick Up Number.

You are responsible for loss or theft of the Equipment,

Daily level checks of Oil and Water is the Customers responsibility, Engine damage resulting from low water or oil is the Hirers responsibility (providing damage was not the result of an engine defect which is acknowledged and covered by the Engine manufacturer).

DATED AS AN AGREEMENT. THIS _____ DAY OF _____, _____

Hirer's Signature: _____

Hirer's Signature: _____

Name: _____
Print in Block Letters

Name: _____
Print in Block Letters

Date: _____

Date: _____

Signature of Witness: _____

Signature of Witness: _____

Name if Witness: _____
Print in Block Letters

Name of Witness: _____
Print in Block Letters

Date: _____

Date: _____

ACCEPTED BY CIVILPRO
