

EAGLE EYE SELF STORAGE
MOVING EQUIPMENT HIRE AGREEMENT
TERMS AND CONDITIONS



Pick up and Return

Pick-up and return of the Equipment hired **must be within standard office hours of Eagle Eye Self Storage Tamworth** (hereinafter called "the Facility"). Customers not returning goods by the office closing time will be charged for the next hire period of 4 hours or full day until Equipment is returned during office hours.

Standard Office Hours are:

Monday to Friday 8:00am to 4:00pm
Saturday 8:00am to 1:00pm *Closed Public Holidays*

1. The Facility Owner agrees to provide the Hirer (You) with the use of equipment as depicted on the front of this agreement,

- a) on the terms and conditions set out in this Agreement, and
- b) in good working order.

2. The Hire Period

- a) commences when you take possession of the Equipment,
- b) is for an indefinite term and ends when the Equipment is back in the possession of the Facility,
- c) consists of a 4 hourly period or a 24 hour daily period.

3. The Hirer takes possession of the Equipment as a bailee, and is liable for all damage to or loss of the Equipment during the Hirer's possession (**See Clause 9 Hirer's Liability for Equipment**).

4. The Hirer:

- a) agrees and consents to the terms and conditions set out in this Agreement,
- b) consents to the photocopying of their license, and the release of this information to third parties in certain events, including but not limited to the incurrence of damage to Equipment and overdue fees,
- c) agrees to provide the Facility with a credit or debit card impression as payment security,
- d) is liable for all damage to property or personal injury caused by the goods during their possession,
- e) is liable for and agrees to indemnify and continue to indemnify the Facility Owner from all claims for any loss or damage to the property of, personal injury to, the Hirer, the Facility/Facility Owner or third parties resulting from or incidental to the use of the Equipment.
- f) must stop using the Equipment and contact the Facility immediately upon the Equipment being damaged or found faulty in any way,
- g) must return the Equipment to the Facility clean and in good repair,
- h) agrees to return the Equipment to the Facility during normal Business hours as outlined in this agreement.

5. The Hirer must NOT:

- a) tamper with, damage or repair the Equipment
- b) allow nor authorise any other persons or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed to by the Facility in writing,
- c) use the Equipment for purposes for which it is not intended, or exceed the recommended load capacity of the Equipment,
- d) use the Equipment for illegal activity.

6. Cost

- a) The Hirer must pay the Hire fee as indicated on the front of this Agreement,
- b) The Hirer must pay any charges for payment made by credit card,
- c) A Cleaning Fee, as indicated on the front of this Agreement, will be charged to the Hirer if the equipment is not returned clean. It is at the Facility Owner's discretion whether such a fee is charge or not,
- d) The equipment must be returned by the time specified on the front of the Agreement. Failure to do so will attract a Late Return Fee as indicated on the front of this Agreement,
- e) The Hirer is liable for the cost of repairing or replacing punctured or damaged tyres,
- f) The Hirer must pay any cost incurred by the Facility Owner in collecting late or unpaid fees, or in enforcing this Agreement in anyway, including but not limited to postal, telephone, debt collection, legal costs and/or default action cost,
- g) In the event that the equipment is damaged, lost, stolen or destroyed the Hirer is liable for the cost of repair or replacement, as determined by the Facility Owner,
- h) The Hirer will be liable for costs of any repairs, modifications or any other work undertaken on the Equipment without the express consent of the Facility Owner, including any subsequent repair costs arising as a result of the unauthorised work,
- i) The Hirer will be responsible for payment of any government taxes or charges (including GST) being levied on this Agreement, or any supplies pursuant to this Agreement.

7. Payment of Charges

On returning the equipment, The Hirer must pay The Facility Owner on demand:

- a) All charges specified above and all charges payable under the Hire Agreement, less any deposits already paid;
- b) Any amount paid or payable by The Facility Owner or payable by You arising out of Your use of the equipment or imposed on You or The Facility Owner by any government or other competent authority
- c) Any amount for which you are liable to The Facility Owner under the Hire Agreement, in respect of a breach of the Hire Agreement or for damage or loss to the Equipment or third party property.
- d) The Hirer authorises the Facility Owner to charge all moneys payable to The Facility Owner under the Hire Agreement to Your credit card or charge account.
- e) The Hirer must make payments for the Hire when The Facility Owner so designates including making payment in advance

8. PPSA

- a) The Facility Owner may register security interest in relation to security interest contemplated or constituted by this Hire Agreement in the Equipment,
- b) The Hirer waives their right to receive a verification statement in relation to a Security Interest created under the Hire Agreement,
- c) The Hirer must not create or purport to create any security interest in the Equipment, nor register, or permit to be registered a financing statement or a financing charge statement in relation to the Equipment in favour of a third party.

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9. Hirer's Liability for Equipment

The use of Equipment is provided by the Facility Owner to the Hirer at the sole risk of the Hirer. The Hirer shall bear the risk of any and all theft, damage to, or deterioration of the Equipment by any reason whatsoever including acts or omissions, negligent, deliberate or otherwise, of the Hirer, persons under its control or third parties.

10. Limitation of Liability and Indemnity:

- a) The Hirer:
 - i. agrees that the terms of this Agreement constitute the whole contract for use of the Equipment and that, in entering this contract, the Hirer relies upon no representations other than those contained in this Agreement.
 - ii. acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Facility Owner and that the Facility Owner has, prior to the Hirer entering into this Agreement, answered all such queries to the satisfaction of the Hirer. The Hirer acknowledges that any matters resulting from such queries have, to the extent required by the Hirer and agreed to by the Facility Owner, been reduced to writing and incorporated into the terms of this Agreement.
- b) Any damages, whether for physical or economic loss, which the Facility Owner is liable to pay to the Hirer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use to:
 - i. the further supply of Equipment equivalent to that undertaken by the Facility Owner as set out in the terms and conditions of this Agreement; or
 - ii. the payment of the cost of further acceptance of delivery of Equipment equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement.
- c) The Hirer specifically acknowledges that they are aware of the limitation of liability set out in **clause 10(b)** above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Facility Owner's liability is a reasonable one.

11. Privacy

The Facility Owner agrees to comply with all Australian Privacy Principles in dealing with you. A copy of our Privacy Policy is available on request or may be downloaded from: <http://www.eagleeyeselfstorage.com.au/Privacy-Policy>

12. The Hirers liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

13. Late Return Fes

Equipment returned late will be charged the next period of 4 hourly or 24 hourly rates continuing until all equipment is returned.