

COOMALIE COMMUNITY GOVERNMENT COUNCIL



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PORTABLE TOILET TRAILER HIRE AGREEMENT

Name of Hirer			
Address			
Contact Person			
Contact Number		Email	

Delivery Date	Use Date	Collection Date	Event
Hire Rates - \$653/day ratepayers or \$680.50/day non rate payers. Hire Rates - \$539.50/day (weekly rate) ratepayers or \$567/day (weekly rate) non-rate payers. Refundable BOND \$567.			
			Total \$

Council use only:

<i>Date Out:</i>	<i>Time:</i>	<i>Signed:</i>
<i>Date Back:</i>	<i>Time:</i>	<i>Signed:</i>

I, the undersigned have received the portable toilet trailer listed above in good order and condition. I verify to Coomalie Community Government Council that the portable toilet trailer will be returned in the same condition as collected on the above due date. The Hirer will be responsible for any damage to the portable toilet trailer collected. The refundable bond of \$567 will be returned once the Council has received and inspected the portable toilet trailer after Hirer has returned and is satisfied it is in the same condition prior to use.

I accept the above total fee and terms and conditions overleaf.

Signed by: _____

Print Name: _____

Office use only

Amount paid: _____ Rec# _____ Date: _____

Any additional Information:

TERMS & CONDITIONS

1. Interpretation:

- 1.1 In this Agreement, unless the context otherwise requires:
 - a) A reference to the singular includes the plural and vice versa.
 - b) A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents.
 - c) A reference to an individual shall include corporations and vice versa; and
 - d) If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- 1.2 In this Agreement, headings are for convenience only and do not affect interpretation.

2. Hire of Equipment:

- 2.1 The Equipment hire will commence from the date specified in the Hire Schedule and continue for the term specified.
- 2.2 The Hirer is entitled to use the Equipment for the Hire Period only, and any further period must be agreed in writing by the Company and will be subject to an additional hire fee.
- 2.3 The Hirer agrees and acknowledges that is solely responsible for all costs involved in the transportation of the Equipment, including without limitation, the pick-up and return of the Equipment to the Equipment Location, and the delivery of the Equipment to the Hirer Location.
- 2.4 The Hirer agrees and acknowledges that it is solely responsible for any loss, damage, claims or expense incurred in connection with the transportation of the Equipment during the Hire Period.
- 2.5 The Company takes no responsibility for the location or set up of the Equipment at the Hirer Location. The Hirer hereby takes full responsibility for placement and set up of Equipment and agrees to immediately notify the Company of any concerns in this regard. The Hirer warrants that it has all necessary expertise in this regard.
- 2.6 The Hirer agrees to keep the Equipment in its possession, custody and control at the Hirer Location at all times during the Hire Period.
- 2.7 The Company will not refund any Hire Fee monies if the Hirer elects to return the Equipment prior to the end of the Hire Period (unless expressly agreed in writing by the Company in its sole discretion).

3. Hire Fee:

- 3.1 In consideration for hiring the Equipment to the Hirer, the Hirer agrees to pay the Company the Hire Fee (plus GST) specified in the Hire Agreement.
- 3.2 The Hire Fee must be paid to the Council on the Payment Date/s listed in the Hire Agreement, subject to receipt of a valid tax invoice from the Company.
- 3.3 All payments by the Hirer must be paid within seven (7) days of the invoice being presented to the Hirer by Company. The Company reserves the right to charge interest on any overdue monies.

4. Use of Equipment:

- 4.1 The Hirer accepts and assumes all risks associated with use of the Equipment during the Hire Period.
- 4.2 The Hirer shall immediately report any fault or damage caused to the Equipment to the Company.
- 4.3 The Equipment shall not be used by anyone other than the Hirer without the express permission of the Company.
- 4.4 During the Hire Period, the Hirer agrees to keep the Equipment in good repair and condition, and will operate, maintain and store the Equipment strictly in accordance with any instruction or directions provided by the Company.
- 4.5 The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Equipment.
- 4.6 The Hirer shall ensure the Equipment is returned to the Company at the end of the Hire Period in the same condition as when originally hired, clean and free of damage.

5. Hirer Warranties:

- 5.1 The Hirer warrants that:
- a) it will use the Equipment only for its intended purpose and in accordance with this Agreement.
 - b) any person using the Equipment has required training and will use all reasonable care, skill and diligence at all times.
 - c) the Hirer holds all valid and current permits, licences and authorisations as required to operate the Equipment.
 - d) it will comply with all applicable laws and regulations in using the Equipment: and
 - e) it will not, without Company's prior written consent, modify, or permit any modification of, the Equipment in any way.

6. Liability and Indemnity:

- 6.1 The Hirer assumes all risks and liabilities for and in respect of the Equipment and for all injuries or deaths and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the Equipment.
- 6.2 The Hirer will be responsible for any loss or damage to the Equipment during the Hire Period (reasonable fair wear and tear excepted) and shall pay the Company on demand any costs and expenses incurred by Company to repair and/or replace the Equipment.
- 6.3 The Hirer indemnifies and holds Company and its officers, employees, representatives and agents harmless from all costs, actions, claims, demands, loss or damage (including all legal costs) arising from or in connection with the use of the Equipment during the Hire Period, except to the extent caused by the negligent act or omission of the Company.
- 6.4 To the fullest extent permitted by law, the Hirer releases, discharges and indemnifies the Company (and its officers, employees, representatives and agents) from all claims and demands on the Company arising out of or consequent on the use or misuse of the Equipment during the Hire Period.
- 6.5 To the extent permitted by law, the Company disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Equipment.

7. Insurance:

- 7.1 For the duration of the Hire Period, the Hirer must:
- a) Ensure the Equipment for any loss or damage caused during the Hire Period, including without limitation any loss or damage to the Equipment whilst in transit;
 - b) Have in place Public Liability insurance of at least AUD\$20million relating to the use of the equipment and all other activities and services to be undertaken by the Hirer; and
 - c) Hold Workers Compensation insurance for all of the Hirer's staff.
- 7.2 The Hirer must supply copies of these policies to the Company immediately upon request by the Company. The Hirer will take out all other insurances which a reasonable and a prudent person would consider appropriate in the conduct of a business the same as the Hirer's business.

8. Title:

- 8.1 The Hirer acknowledges that the Company retains full title and ownership of the Equipment at all times.
- 8.2 The Hirer agrees not to offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with personal possession of the Equipment or make any addition or alteration to, or repair of, the Equipment.

9. Termination:

- 9.1 The Company may terminate this Agreement immediately upon notice if the Hirer (or any of its staff):
- a) commits a serious or persistent breach of the Agreement.
 - b) commits an illegal or offensive act, or is convicted of any criminal offense, which in the Company's reasonable opinion reflects unfavourably on the goodwill or reputation of Company; or
 - c) ceases to be able to pay its debts as they become due, ceases to carry on business or any step is taken to appoint a receiver, a receiver and manager, a liquidator or any other like person over the whole or any part of the Hirer's assets or business, and if the engagement is terminated for reasons outlined above, the parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination, and the Hirer indemnifies the Company in respect of any loss or expense the Company may incur.
- 9.2 The Company may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else herein contained.

10. General:

- 10.1 If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.
- 10.2 No failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy. A waiver by a party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof.
- 10.3 Nothing in the Agreement constitutes a relationship of employer and, employee, principal and agent, or partnership between the Company and the Hirer. The Hirer must not, directly or indirectly, assume or create or attempt to assume or create any obligation on behalf of or in the name of the Company.
- 10.4 This Agreement shall be governed by the laws of NT, Australia. This Agreement constitutes the entire understanding and agreement between the parties as to its subject matter, supersedes all previous agreements, and can only be modified or varied in writing and signed by both parties.
- 10.5 Neither party shall disclose the terms of this Agreement or any details relating to the events or activities conducted pursuant to this Agreement to any person, company or third party other than in accordance with this Agreement or with the other party's prior written consent, unless such disclosure is required by law.
- 10.6 The Hirer confirms they have read, understand and accept the terms contained in this Agreement. The terms of this Agreement will prevail in any conflict between them and the terms of any offer by the Hirer. This Agreement and all documents required by it must be returned by the Hirer to the Company prior to the supply of Equipment.