

## Hire Agreement Conditions

Last Modified: 02/11/2020

Before tools can be released for hire from Forza Global, the following agreement and damage waiver is to be completed in full and returned to us.

To be read in-conjunction with our current Terms & Terms of Sale available at [www.forzaglobal.com.au](http://www.forzaglobal.com.au)

This Agreement is a claim for payment under the Building and Construction Industry Security of Payment Act 1999.

### 1. Interpretation of Words in this Agreement

- ✦ Customer or you – the person or company in which the hire agreement is made.
- ✦ Our, Us, We or Forza Global – Forza Global Pty Ltd
  
- ✦ Equipment – The equipment, tools (including accessories) and transport case hired to the Customer.  
***The customer is responsible for the equipment until it is back in possession of Forza Global, including theft, loss and damage.***
- ✦ Hire Period – The time duration between dispatch and return of all Equipment to us, including any transport time.
- ✦ Charges – All amounts, fees, penalties and amounts associated with this agreement.

### 2. Our Obligations to the Customer

*We will:*

- 2.1 Allow the Customer to take and use the Equipment until end of the Hire Period;
- 2.2 Provide the Customer equipment which is clean and in good working order;
- 2.3 Subject to clause 4, be responsible for repairing any damage to the equipment caused by the ordinary use of the equipment by the Customer;
- 2.4 Re-supply or repair the equipment if it fails to operate properly;

### 3. Customers Obligations to Us

*The Customer will:*

- 3.1 Pay us all costs associated with the equipment hire prior to the equipment being dispatched.
- 3.2 Satisfy themselves that the equipment is suitable for its purposes;
- 3.3 Ensure that all persons operating the equipment are suitably instructed in its safe and proper use and where necessary supervised and/or hold a current Certificate of Competency and/or are fully licensed;

- 3.4 Return and deliver the Equipment to us before the end of the Hire Period;
- 3.5 Return the Equipment to us clean and in good repair.
- 3.6 Use the equipment as intended, in a safe and correct manner, complying with the required OH&S obligations, PPE and SWMS prior to commencing work in accordance with any manufacturer's instructions whether supplied by Forza Global or posted on the equipment.
- 3.7 Indemnify us 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;
- 3.8 Safely secure all equipment whilst in transit or in storage during the hire period.
- 3.9 Operate the equipment with an adequate and suitable power source.

### 4. Payment of Services by the Customer

*Immediately on our request, the Customer will pay:*

- a) The new list price of any equipment which is for whatever reason not returned to us.
- b) All costs incurred in cleaning the equipment;
- c) All costs of repairing any damage caused by the ordinary use of the equipment up to an amount equal to 30% of the new list price of the equipment;
- d) The cost of repairing any damage to the equipment caused during the Hire Period including but not exclusively from vandalism, misuse, or in our opinion in any way whatsoever other than by the ordinary use of the equipment by the Customer;
- e) Stamp duties, GST and any other taxes or duties and all tolls, fines, penalties, levies or charges payable in respect of this Agreement;
- f) All costs incurred by Forza Global in delivering and recovering possession of the equipment;
- g) A late payment fee calculated daily at 10% per month on all unpaid Charges.
- h) 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 Charges when due.

### 5. Customer not to Claim Damages

The Customer cannot recover from Forza Global compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or the use of the Equipment.

**6. The Customer will NOT:**

- 6.1 Tamper with, damage or attempt or otherwise repair the equipment;
- 6.2 Lose or change possession of the equipment;
- 6.3 Rely upon any representation relating to the equipment or its operation other than those contained in this Agreement;
- 6.4 Exceed the capacity limits of the equipment;
- 6.5 Use or carry any illegal, prohibited or dangerous substance in or on the equipment;
- 6.6 Travel outside the state where the equipment is hired unless Forza Global approves the destination.

**7. Breach of Hire Agreement by Customer**

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

- 7.1 Forza Global shall be entitled to:
  - (a) Terminate this Agreement; and/or
  - (b) Sue for recovery of the charges; and/or
  - (c) Repossess the equipment (and is authorised to enter the Customer's premises to do so);
- 7.2 The Customer must pay for any repairs to the equipment despite Clause 2.3.

**8. No Warranties**

All warranties and conditions are excluded to the full extent permitted by law and our only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Equipment again or to the repair of the Equipment.

**9. Disputes**

If a dispute arises relating to this Agreement, the hiring or the use of the equipment (except in regard to the payment of Charges), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.  
Acceptance of Conditions

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I, the customer, agree to the Hire Agreement Conditions and accept the responsibilities in the hire of Equipment from Forza Global.

Company Name:

Location of Hire Equipment Use:

Your Purchase Order Number:

Contact Person:

Contact Number:

Contact Email Address:

Signed:

**SIGN HERE**

Date Signed:

Before the tool can be dispatched, complete this agreement in full, sign and send to:  
[orders@forzapex.com.au](mailto:orders@forzapex.com.au)

**Brisbane (Head Office)**

73 Wentworth Place, Banyo, 4014,  
Queensland, Australia

**Melbourne**

8 Barclay Road, Derrimut, 3026,  
Victoria, Australia



**Sydney**

Dock 2, 146 Dunheved Circuit, St Mary's, 2760,  
New South Wales, Australia

**Perth**

2/86 Christable Way, Lansdale, 8065  
Perth, Australia