



Hire Agreement Contract

Newcastle Rescue & Consultancy Pty Ltd hire this equipment on the understanding that:

1. All persons using equipment have been properly trained in the use of the equipment.
2. The operators of the equipment are medically fit and familiar with the proper procedures and protocol for the area of the use of such equipment.

You must:

- (a) operate the Equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions;
- (b) ensure persons operating or erecting the Equipment are suitably trained on its safe and proper use, qualified to use the Equipment and where necessary, hold a current licence to perform high risk work;
- (c) wear suitable clothing and protective equipment when operating the Equipment as required or recommended by Us or the manufacturer;
- (d) ensure that no persons operating the Equipment are under the influence of drugs or alcohol;
- (e) conduct a job safety analysis prior to using the Equipment;
- (f) ensure that no persons carry illegal, prohibited or dangerous substances in or on the Equipment.

If You collect or receive the Equipment and find that it is broken, damaged and/or defective, You must notify Us within 24 hours after You collect or receive the Equipment. If You do not notify Us within this time period, We are entitled to assume that the Equipment You collected or received was in good order and condition.

At all times during the Hire Period, You must store the Equipment safely and securely

Equipment returned dirty will be cleaned at the hirers expense.

Should the equipment be damaged, lost or stolen, it is the responsibility of the Hirer to rectify the damages and/or cover replacement costs.

In addition to the Hire Charges, You agree to pay:

if You do not return the Equipment in clean and good working condition, charges for the cleaning and repair of the Equipment;

All prices are subject to change without notice. Prices shall be shown excluding GST and the current percentage GST shall be added.

Equipment hire is charged at a per day, per item rate (including weekends) unless other arrangements have been made in writing with Newcastle Rescue & Consultancy Pty Ltd.

Payment for the hire of equipment will be within seven (7) days from the invoice date unless other arrangements have been made in writing with Newcastle Rescue & Consultancy Pty Ltd.

An invoice that has not been finalised within seven (7) days of the due date will incur a 1.5% interest charge to the total invoice. An additional 1.5% will be charged on the overdue invoice every 7 days thereafter. The customer shall be liable for collection and legal charges incurred by Newcastle Rescue & Consultancy Pty Ltd pursuing outstanding amounts.

By signing this agreement, I release Newcastle Rescue & Consultancy Pty Ltd from any claim or course of action due to personal injury, property damage or wrongful death associated with the use of this equipment. I accept that operator error may result in an accident causing injury or death.

Newcastle Rescue & Consultancy Pty Ltd (NRC) offer training in the equipment used in these areas. Please contact enquiries@newcastlerescue.com.au if you would like to discuss the courses and training provided by NRC.

All persons working in confined spaces must be trained as per: Australian Standard AS2865
All persons working at heights must be trained as per: Australian Standard AS1891