

Short Form Hire Contract (Integrated)

COR-AGR-0040



This Contract is between;

SRG Global Integrated Services Pty Ltd ("the **Company**") ABN 86 604 010 639

and _____ ("the **Customer**")

Customer details

ABN:

Address:

Mobile Phone:

Home / Work Phone:

Email:

Drivers Licence No:

Vehicle Registration No:

Delivery/Pickup Address _____

It is hereby agreed that the Customer will hire the goods from the Company under the terms and conditions of this deed (the "**Contract**") for the period commencing _____ and ending _____ or for a longer period if agreed by the Company in writing (the "**agreed end date**").

Credit Card details: Visa Mastercard Amex

Name on Card _____

Card Number _____

Expiry Date _____

CVC _____

Goods

Qty	Plant No	Description	Days	Rate	Total

The Customer agrees to the terms and conditions attached hereto and acknowledges having had the opportunity prior to the execution of this Contract to obtain independent legal advice as to its meaning and to the implications of executing this Contract.

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I acknowledge that I am authorised to sign on behalf of the Customer, and I have received appropriate instruction and handover regarding the safe and proper use of the above equipment and understand my obligations as the Customer under this Contract.

Executed as a Deed

Where Customer is a company:

Executed by Click here to enter text. ACN Click here to enter text. in accordance with Section 127 of the Corporations Act 2001 in the presence of:	Signature of Director	Signature of Director/Secretary
	Name of Director	Name of Director/Secretary
	/ /20 Date	/ /20 Date

OR

Where Customer is an individual:

Executed by the Customer Click here to enter text.	Signature of Customer	Signature of Witness
	Name of Customer	Name of Witness
	/ /20 Date	/ /20 Date

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Terms and Conditions

In this Contract, "goods" shall mean all goods including, but not limited to, any plant, scaffolding and equipment together with all accessories and other apparatus attached thereto or used in connection therewith, which is hired out or supplied by the Company to, or at the request of, the Customer.

1. The Customer agrees to pay, without any deduction whatsoever, the price, taxes, duties and other imposts charged by the Company to the Customer (the "Price") in advance of the hire period and before the goods are released, delivered to or picked up by the Customer and any other amounts that the Company is entitled to be paid under this Contract.
2. The Company shall be entitled to charge interest on all outstanding monies due by the Customer at the rate of 12.0% per annum, prorated and charged monthly by the Company until such time as all outstanding monies, including the interest charged under this clause, are paid by in full by the Customer.
3. The Customer will pay the hire charges for the goods in advance at the rate charged by the Company from the commencement date up until the goods are returned to the Company's premises. If the goods are not returned in the same condition they were in when they were delivered/picked up or otherwise in a condition acceptable to the Company at its sole discretion, the Customer agrees that the hire charges shall continue until the goods are restored to the condition and order required by this clause and to pay the additional charges under clause 4 below.
4. The Customer agrees the costs payable by the Customer to the Company for goods not returned in the condition and order specified in clause 3 above shall be, at the election of the Company, either:
 - a. the Company's cost of labor and material necessary to restore the goods to a clean condition and to good and substantial working order and repair so as to be suitable for rehire for the proper use for which the goods are designed, inclusive of an admin fee of not less than 15%, or,
 - b. the replacement costs of the goods, inclusive of an admin fee of not less than 15%.
5. In the event of the goods not being returned on or before the agreed end date then such goods may at the Company's discretion be considered sold at the standard retail price and the charge debited against the credit card presented at the time this Contract was entered into along with any other costs, losses or damages suffered by the Company. In the event of the goods being subsequently returned by the Customer with the Company's prior agreement, any incurred unpaid charges, costs, loss or damage may be either settled by being debited against the credit card presented at the time this Contract was entered into, or by such other means as agreed by the Company.
6. The Customer agrees the goods hired out by the Company shall be at the Customer's risk immediately upon the earlier of delivery to the Customer or transfer into the Customer's custody.
7. Ownership or property in the goods does not pass to the Customer. The Customer shall not pledge or in any way charge by way of security or indebtedness any of the goods which are the property of the Company.
8. The hiring is personal to the Customer and the rights of the Customer are not assignable to any person or company. The Customer shall not on-hire the goods to any other party without the prior written consent of the Company.
9. It is the Customer's responsibility to check the quantities of goods delivered and/or returned. If the Customer does not provide written notice that they do not agree with the quantities delivered or returned within 24 hours of delivery or return (including claims for shortages, missed deliveries or missed returns), the Customer is deemed to have accepted the quantities contained on the Company's delivery and return dockets. If no signature is obtained from the Customer upon delivery of the goods, then no claim will be recognized by the Company unless the Company agrees, at its sole discretion, that such shortage or mis-delivery occurred. The Customer agrees that the Company shall be able to deliver or accept return of the goods whether or not a representative of the Customer is present at the time of delivery or return and that should there be no representative of the Customer present at the time of delivery or return, the quantities of goods delivered or returned are those listed on the Company's delivery and return dockets.
10. The Company is not responsible for and does not accept any liability in relation to any loss or damage to the goods during transit or the period of hire. If any of the goods are lost or stolen during the period of hire or in transit, the Customer agrees to pay to the Company immediately upon presentation of a tax invoice, the Company's costs, inclusive of an admin fee not less than 15%, to replace or repair such goods (at the Company's sole discretion) and agrees the hire charges shall continue to accrue until the Company has received payment by the Customer of such costs. This right shall not prejudice, or be prejudiced by, any other right the Company has under this Contract.
11. The Customer agrees that for the purpose of securing its obligations and liabilities herein to, in favor of the Company, hereby charge and mortgage with the due and punctual payment and the due and punctual and complete performance of all its liabilities and obligations herein all its legal and equitable interest of whatsoever nature held in any real property both present and future and the Customer hereby consents to the Company lodging a caveat or caveats noting its proprietary interest hereunder.
12. The Customer agrees to pay all legal costs (on a solicitor/ client basis), charges, duties and other expenses incurred by the Company in respect of this Contract or the securities or other documentation required hereunder or incurred as a result of the Customer failing to perform its covenants and obligations contained herein. The expenses include but are not limited to the commission payable to a mercantile agent or a debt collector to pursue or recover outstanding monies pursuant to this Contract and the liability to pay this commission arises at the time the recovery is placed in the hands of the debt collector. The Customer agrees that it is liable for and will pay any stamp duty assessed on this Contract.
13. The Company may, at any time and at its sole discretion, terminate this Contract or withdraw or suspend any credit facility or increase or decrease the limit of any credit facility without notice to the Customer.

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14. The Company may at any time require payment in advance of the whole or any part of the Price as a condition precedent to the continued hire out of goods by the Company to, or at the request of, the Customer. The Company can, without any claim for loss or damage whatsoever by the Customer in doing so, cease the hire out of goods to, or at the request of, the Customer if there are any outstanding monies due by the Customer to the Company on any account whatsoever or if the Company has reason to doubt the Customer's ability to pay for the hire in the future.
 15. If the Company terminates this Contract, the Customer will have no claim against the Company for any direct, incidental, indirect or consequential loss, including but not limited to any new or increased costs or financial or economic loss.
 16. If the hire out of the goods is terminated by the Company or if the Customer defaults in the observance or performance of any of its obligations, the Customer must immediately return the goods to the Company and pay all monies due and owing by the Customer to the Company, failing which:
 - a. the Customer shall pay to the Company the Company's cost if it were to replace the goods together with the hire charges which shall continue to accrue until the Company has received payment from the Customer of such replacement cost, and
 - b. the Company may without notice to the Customer repossess the goods.
- For the purpose of repossessing the goods or upon determination of the hire for any other reason, the Customer hereby authorizes the Company, its directors, servants and agents to enter upon any premises in the occupation of, or being used by, the Customer to search such premises and to remove the goods there from without being liable for trespass. The Customer shall be liable for and hereby indemnifies the Company against any loss, expense, cost or damage whatsoever that may be incurred as a result of the Company taking possession of the goods including but not limited to any damage caused to the goods, any obstruction or any building on or around the goods. The Customer agrees to pay the Company's costs of the repossession and transportation of the repossessed goods to the Company's premises.
17. The Customer acknowledges the goods are fit for the purpose for which they are to be used for. The Customer hereby indemnifies and holds harmless the Company and the Company's employees, servants, agents, sub-contractors and related entities from and against all claims, actions, demands, costs (including legal costs on a solicitor/client basis) and expenses in any way arising out of the hire or use of the goods including but not limited to the negligence of the Customer, his servants or agents or by the negligence of any other person or whether arising out of the condition of the goods or the use to which they are put or otherwise whatsoever.
 18. At all times, title to the goods remains with the Company. The hirer must ensure the goods are under their control and cannot on-hire the goods to another party. The retention of title constitutes the granting of a purchase money security interest by the applicant in favor of the Company, in respect of all present and after acquired goods supplied to the Customer by the Company.
 19. The Company reserves the right under the PPSR to register their interests under the Personal Property Security Act (PPSA). The Customer must not take any action that would hinder or place into doubt the ability of the Company to perfect its title, security interests or priority under the PPSA.
 20. In this Contract, words in the singular includes the plural and vice versa, and reference to any gender includes the other genders.
 21. If the Customer comprises two or more parties, or legal entities, each of those parties or entities are jointly and severally liable on the covenants and obligations herein.
 22. To the extent permitted by law, it is agreed that the Proportionate Liability Legislation (pt 1F of the Civil Liability Act 2002 (WA) and any equivalent statutory provision in any other state, territory or the Commonwealth) is excluded in relation to all and any rights, obligations and liabilities of the Customer under this Contract and the Customer must not seek to apply the provisions of the Proportionate Liability Legislation in relation to any claim by the Company against the Customer, whether in contract, tort (including negligence) or otherwise.
 23. If any part of this Contract becomes void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect.
 24. This Contract shall be governed and construed in accordance with the laws of Western Australia.

The Customer gives unconditional and irrevocable approval to the Company to charge any costs, loss or any amount due for payment that the Company is reasonably entitled under the Contract, whether incurred or reasonably likely to be incurred, against the credit card provided by the Customer under this Contract.