

for community environmental groups

INTRODUCTION

Equipment hire is a service offered by XYZ Community Group to assist with natural resource management in our area. Importantly, hire is only available to members of XYZ Community Group.

Hire of equipment is on a first come, first served basis, which may result in delays in obtaining equipment during peak demand.

The below agreement outlines the terms and conditions associated with hiring resources from XYZ Community Group. This agreement is governed by the laws of New South Wales.

HIRER'S

It will be the hirer's responsibility to:

RESPONSIBILITIES

- Pay hire charges before loaning the equipment;
- Operate, maintain and store the equipment strictly in accordance with any instruction provided by XYZ Community Group, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by XYZ Community Group or posted on the equipment as to the operation, storage and maintenance thereof.
- Maintain the equipment in reasonable condition;
- Clean the equipment thoroughly before returning to XYZ Community Group;
- The equipment will only be used by the hirer, and will only be used for its intended purpose;
- Not re-loan the equipment nor sell, assign, sub-let, lend, pledge, mortgage-let or hire the equipment without XYZ Community Group's permission;
- Assume any loss or damage to the equipment (fair wear and tear excluded) during the hire period. If there is a breakdown or failure with the equipment, the hirer must notify XYZ Community Group and not attempt to repair the equipment.
- The hirer agrees that the use of the equipment carries with it dangers and risks or injury and the hirer agrees to accept all dangers and risks. The equipment shall not be used by anyone other than the hirer without the express permission of XYZ Community Group.

LOAN PERIOD

The maximum loan period is 7 days. For longer loans, prior approval must be sought from XYZ Community Group.

The hiring of the equipment will commence from the commencement date specified in the schedule attached and continue for the term specified in the

schedule. The hirer agrees to return the equipment to the address specified on or before the date outlined in the attached schedule.

If the equipment is not returned by the due date, a daily charge of \$\$ will apply for every day overdue.

TERMINATION OF AGREEMENT

XYZ Community Group may terminate this agreement:

- At any time by giving the hirer 24 hour's notice of such intention to terminate;
- Without notice if the hirer commits a breach of any terms of this agreement, or if a winding-up petition is presented against the hirer, or if the hirer goes into liquidation or bankruptcy. XYZ Community Group will only charge the hire fee up to and including the time or repossession.

LIABILITY:

- The hirer accepts full responsibility of the security of the equipment while in your possession and indemnify XYZ Community Group for any loss, theft or damage to the equipment howsoever caused whether or not such loss, theft or damage is attributable or not to your own negligence, failure or omission;
- The hirer accepts full responsibility for and indemnifies XYZ Community Group against all claims in respect of any injury to persons, or loss or damage to property arising out of the delivery, servicing, storage, possession or use of the equipment during the hire period however arising, whether arising from your negligence or that of your employees or agents and without limiting the forgoing whether or not the equipment was being operated by your employee or agent;
- The parties agree that, in the event the hirer suffers any loss or damage howsoever arising as a result of any delay or inconvenience caused by the breakdown, failure or any defect in the equipment, XYZ Community Group's liability will be limited, at our discretion, to the repair of the equipment and is not to include any economic or consequential damages of any nature whatsoever.

DISCLAIMER To the extent permitted by law, the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

AUTHORISATION:

This version was approved on: [Click here to enter a date.](#)

This version takes effect on: [Click here to enter a date.](#)

Authorised by: [Insert name](#)

Chairperson: [Insert name](#)

Chairperson signature:

Landcare in a Box: an initiative of the National Landcare Network resourced by Landcare NSW and funded originally by NSW DPI.



National Landcare Programme



QWaLC
QUEENSLAND WATER & LAND CARES



DISCLAIMER: The information contained in this publication is based on knowledge and understanding at the time of March 2016. However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of QWaLC or the user's independent advisor.

Hire Schedule for XYZ Community Group

This agreement is made on the _____ day of _____ 20____

Contact details of XYZ Community Group:

5 XYZ Street

Town Qld 3999

Phone: 0x XXXX XXXX

| | | |
|---|--|--------------|
| Name of person(s) hiring equipment: | | |
| Address of hirer: | | |
| Plant & Equipment to be hired: | | |
| Hire fee: Inc. GST | | |
| Hire period: | Start date: | Return date: |
| Conditions of use specific to the equipment: | | |
| Signature of hirer: | I agree to comply by the terms and conditions provided | Date: |
| Signature of XYZ Community Group representative: | | Date: |
| Payment received: | | |

Original Hire Schedule to be retained by XYZ Community Group, with copy provided to hirer.