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ALICE SPRINGS
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**Electrical Instrument and
 Process Control Engineers**

EMAIL: info@territoryinstruments.com
 WEB: www.territoryinstruments.com
 ABN 36 077 657 900

INSTRUMENT HIRE AGREEMENT

Rental

Minimum rental period is one week (unless otherwise negotiated).

Safekeeping

The Customer is responsible for the safekeeping of the equipment and shall bear the risk of any loss, theft, damage or destruction of equipment and in the event that equipment shall require repair or recalibration as a result of customer negligence, misuse or abuse the customer shall bear all associated costs.

Customer Covenants

- a) The equipment shall remain the property of Territory Instruments.
- b) The customer shall not sell, pledge or part with possession of the equipment.
- c) The customer shall use the equipment in a careful and proper manner and shall not permit it to be interfered or tampered with.
- d) The customer shall permit Territory Instruments representatives to enter the premises where equipment is located at all times to inspect or carry out repairs to the equipment.

Acknowledgement

I have read and agree to accept the terms and conditions as detailed above.

_____ **Print Name**

_____ **Signature**

_____ **Date**





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RENTAL / HIRE AGREEMENT – TERMS AND CONDITIONS

1. Hire Agreement

The hire agreement forms the basis of the contract between Territory Instruments and the Customer and Equipment will only be released or despatched to the customer after the signing on the Hire agreement by the customer or his authorised representative. Signing of the Hire Agreement by the Customer indicates acceptance of these Terms and Conditions by the Customer.

2. Prices

Unless otherwise stated, all prices quoted are in Australian Dollars and are subject to change without notice. All prices quoted are exclusive of GST.

3. Rental / Hire Period

The rental period commences on the start date shown on the Hire Agreement and terminates when Territory instruments receive the equipment from the customer at the nominated return delivery address. It is the Customers Responsibility to arrange prompt and timely return of the equipment following completion of the hire.

4. Daily Hire Rates

The minimum charge is for one day and the rental fee shall become payable to Territory Instruments 14 days from date of invoice unless otherwise agreed in writing from Territory Instruments.

5. Weekly Hire Rates

The rate charged is for a seven day week and shall become payable at Territory Instruments within 14 days from date of invoice unless otherwise agreed in writing from Territory Instruments.

6. Monthly Hire Rates

The rate charged is for a four week period and shall become payable to Territory Instruments within 14 days from date of invoice unless otherwise agreed in writing from Territory Instruments.

7. Early Cessation

Notwithstanding the rental period, Territory Instruments expressly reserves the right to early cessation, which may be exercised on demand and at the absolute discretion of Territory Instruments, in the event that Territory Instruments so demands the customer shall forthwith return the equipment to Territory Instruments. The applicable rental shall be adjusted and payable on a pro rata basis. For the purpose of pro rate a day shall be any day excluding



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Saturday and Sunday and a Public holiday in the event that the business does not continue. A week shall be seven days and a month shall be 28 days.

8. **Delivery and Return of Rental / Hire Equipment**

Delivery of equipment to the Customer shall be affected by collection by the Customer of his nominated carrier at such of the premises of Territory Instruments as is appropriate. Shipment of the equipment to the Customer shall be effected to an address specified by the Customer and shown on the Hire Agreement and at the expense and risk of the Customer. Term of the equipment shall be borne at the customer's expense to the same premises from which the equipment was collected or shipped.

9. **Overdue Accounts**

Territory Instruments may charge the customer bona fide reasonable costs including the cost of any bank fees for dishonoured cheques, collection agency, solicitor or other legal or accounting costs incurred in the collection of monies overdue. These costs are to be in addition to any award of costs by a court of competent jurisdiction. Territory Instruments reserves the right to suspend shipments to any customer whose account is overdue.

10. **Customer Covenants**

The Customer agrees with Territory Instruments that:

- a) The equipment shall remain the property of Territory Instruments unless otherwise agreed in writing form Territory Instruments.
- b) The customer shall not sell, charge, pledge or part with possession of the equipment.
- c) The Customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or let any other person/ persons do so.
- d) The Customer shall notify Territory Instruments immediately if any judgement or order is levied against the Customer or property of the Customer or if a petition is presented for the liquidation of the Customer or a receiver is appointed or a scheme of arrangement is proposed.
- e) The Customer shall permit Territory Instruments or its agents or servants to enter the premises where the equipment is located to all reasonable times in order to inspect the equipment and carry out repairs to the equipment.
- f) The Customer requires and will use the equipment for business purposes only.
- g) The Customer accepts full responsibility to guard the equipment against theft, damage or negligence until it has been returned to Territory Instruments. In respect to theft, damage or loss of equipment the Rental/Hire of the equipment shall continue until the item has been repaired by Territory Instruments the replacement cost has been paid by the Customer to Territory Instruments.

11. **Warranty**

Territory Instruments warrants that each item of equipment rented/hired is of merchantable quality and fit for purposes for which it was designed and undertakes to repair or replace equipment, which has failed due to defects in materials or workmanship. Without limiting the generality of the foregoing the aforesaid warranty does not extend to repair or replacement of equipment occasioned by:

- a) The failure of the Customer to comply with any instructions or literature supplied with the equipment relating to the storage, installation. Operation or servicing of the equipment ;
- b) Faulty installation or workmanship by third party, which causes damage to the equipment ;
- c) The misuse, neglect or alteration in any manner by the Customer, its agents or employees or any third party.

12. **Limitation of Liability**

The Customer acknowledges that it has not relied upon any statement by Territory Instruments in respect of the Customers purpose for the utilisation of the equipment and that Territory Instruments is no responsible or liable for the failure of that equipment to perform for the purposes required by the Customer nor for any loss or damage alleged to have arises form delay in delivery, malfunction or failure of any of that equipment.

13. **Separate Items of Agreement**

Where more than one item of equipment is supplied under the Hire Agreement in interpreting this Agreement the singular shall be read as the plural where appropriate and the rental shall be apportioned to each item of equipment as set forth in the "Equipment Details" Section of the Agreement and the herein conditions set forth shall apply separately to each individual item of equipment as though each item of equipment were subject to a separate agreement.

14. **Long Term Hire**

The Customer agrees that if a hire rate discount has been provided for long tem hires and the customer returns the equipment prior to the nominated end date Territory Instruments reserved the right to charge the customer full value for the period of hire without discount.

15. **Sundry**

These Terms and Conditions set forth constitute the entire agreement between Territory Instruments and the Customer with respect to the equipment and shall not be amended except in writing signed by both parties and customer does acknowledge and agree that all the warranties or the suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.