

INTEGRATED SAFETY GROUP

DETECTION | PREVENTION | PROTECTION | TRAINING

ABN: 99 605 747 877

OFFER TO HIRE EQUIPMENT

Integrated Safety Group t/as Integrated Breathing Systems ABN 99 605 747 877 of 2/59 Pilkington St, Garbutt QLD 4814 (The Owner).

This Offer to Hire Equipment Form (the 'Offer to Hire Form') is an offer by you (the 'Hirer') to hire from the Owner the Equipment listed in this Offer to Hire Form, for the Hire Fee of the Equipment and on the Owner's Standard Terms and Conditions of Commercial Hiring of Equipment.

If this Offer to Hire is accepted it will, with the Owner's Standard Terms and Conditions, constitute the contract between the Owner and you, the Hirer, for the hire of the Goods and Equipment ordered.

HIRER DETAILS

Date of Offer to Hire _____ / _____ / _____

Name _____

Company _____

Address _____

Suburb: _____ State: _____ P/Code: _____

Phone No. _____

Email _____

Driver's Licence No. _____

DETAILS OF EQUIPMENT TO BE HIRED

Description of Equipment	No. of Items	Hire Period	Hire Fee
TOTAL			

This offer is accepted by the Hirer _____

On this date _____ of Month _____ Year _____

Signed by the Hirer _____ Print Name _____

Initial _____

CONDENSED STANDARD TERMS AND CONDITIONS FOR THE COMMERCIAL HIRE OF EQUIPMENT

These Condensed Standard Terms and Conditions together with the Offer to Hire Form are Offer by The Owner to you (the "Hirer") as part of hire of the Equipment, and if the "Hirer" accepts the Offer to Hire, the "Hirer" will agree in whole to all of the Terms and Conditions given as part of the Hire Agreement Contract with the Owner. The Standard Terms and Conditions in their entirety are located on the Owners webpage.

1. THE EQUIPMENT

1.1. The Equipment will at all times remain the property of the Owner.

The Hirer has no legal or equitable interest in the Equipment or any part thereof.

The Hirer's possession of the Equipment (upon delivery), will be as a Bailee for the Period of Hire, and thereafter until collected by the Owner.

1.2. Upon delivery, the Equipment must be inspected by the Hirer to determine whether the Equipment delivered is complete in accordance with the Contract, and is in good order and working condition. Unless otherwise stated in the Special Conditions, the Hirer will on completion of the inspection be deemed to have satisfied itself that the Equipment as a whole is suitable, fit and merchantable and capable of meeting all the requirements of the Hirer.

1.3. Any malfunctioning of the Equipment must be notified by the Hirer to the Owner, by phone, and in writing (eg: email), within 24 hours of delivery.

1.4. Where the Hirer is in Effective Control of the Equipment, then the Hirer is a Bailee of the Equipment. In addition to all duties imposed at law upon Bailee's, it is an essential term of the Contract that the Hirer will:

- a) At all times exercise all reasonable care and diligence in the use of the Equipment in accordance with Manufacturer's specifications;
- b) Where the Hirer has responsibility to return the Equipment, it must return it in good order and working condition to the Owner at the Delivery Address on, or prior to the expiration of the Period of Hire;
- c) Where the Owner is to collect the Equipment at the expiration of the Period of Hire, the Hirer must make it available for collection in good order and working condition at the Delivery Address;
- d) Not tamper or in any way interfere with, or repair or attempt to repair the Equipment;
- e) Be responsible for all accidental damage to the Equipment, except where such damage is caused by the Owner;
- f) Be responsible for all loss or damage to the Equipment occasioned by theft, malicious damage, or other unlawful act, except where such loss or damage occurs when the Equipment is under the effective control of the Owner;
- g) At no time during the Period of Hire part with possession of the Equipment or in any way deal with it in a manner inconsistent with the rights of the Owner as owner;
- h) Ensure that the Equipment is secure at all time, and where being stored in unlocked premises, supply such security measure to ensure that the Equipment is secure at all times;
- i) Keep the Equipment safe at all times during the Period of Hire;
- j) Not remove or deface any label, Manufacturer's serial numbers or other marks identifying the Equipment and/or The Owner's ownership of the Equipment;
- k) Not permit any person to improperly use the equipment.

1.5. In the event that the Equipment or any part of it is lost, stolen or damaged during the Period of Hire in circumstances where the Hirer bears responsibility under these Terms, the Hirer will be liable to the Owner.

1.6. In the event that the Hirer fails or refuses for any reason whatsoever to return or make available for collection all the Equipment to the

Owner at the expiration of the Period of Hire, then the Hirer will be in breach of an essential Term of this Contract and without prejudice to any other rights which the Owner may have, either pursuant to these Terms, or at law, the Hirer will be liable to pay the Owner on a Day-Rate basis for the hiring for Equipment for such further period of time.

2. DEFAULT EVENTS

- 2.1. The Hirer will be in default if:
- a) It breaches any of its obligations under this Contract and fails to remedy such breach within seven (7) days of being requested by the Owner to do so;
 - b) It breaches any essential Term of this Contract;
 - c) Where the Hirer being a corporation is insolvent, is wound-up or goes into Liquidation or has an Administrator appointed to it or has a Receiver appointed over any of its assets;
 - d) d) Where the Hirer is a natural person, he or she is or becomes insolvent or makes an assignment for the benefit of his or her creditors or commits an act of bankruptcy under the Bankruptcy Act 1966 or is declared bankrupt.
- 2.2. On the happening of a Default Event the Owner may, without prejudice to any of its other rights either under these Terms or at law and without previous notice to the Hirer, enter any Site where the Owner believes the Equipment to be located, re-possess it and the Hirer hereby agrees not to make any claim or bring any action against the Owner as a result of the re-possession of the Equipment.
- 2.3. The Hirer agrees to indemnify the Owner and keep the Owner indemnified against any loss or liability expense or cost which might be incurred by the Owner in entering upon the Site and taking possession of the Equipment or any item thereof. Such indemnity covers any liability to any third party for trespass or for damage to the Site occasioned through the entry upon the Site, the re-possession of the Equipment or its removal from the Site.

3. LIMITATION OF LIABILITY

- 3.1. The liability of the Owner is limited as follows:
- a) The Owner is not liable to the Hirer for any loss or damage, which the Hirer might sustain as a consequence of the Hirer ordering the wrong Equipment, or insufficient quantities of the Equipment, or where the Equipment is hired for a purpose, which is outside of the Equipment's capability, or specifications.
 - b) The Owner is not liable for any damage, or loss suffered by the Hirer, as a consequence of any late Delivery of the Equipment to the Site, if the Owner has not received from the Hirer, a signed "Offer to Hire Form" within three (3) working day prior to the required Delivery Time.
 - c) The Owner will have no liability to the Hirer, if it's the responsibility of the Hirer to prepare the Site for the Delivery, and Installation of the Equipment, or where it is the responsibility of the Hirer to provide the Facilities, and at the time of Delivery of the Equipment to the Site, and Site is not so prepared, or the Facilities are not available or unsuitable.
 - d) The Owner has no liability to the Hirer, for any damage or loss which the Hirer might sustain, where the cause of that damage, or loss is the negligence of the Hirer, or any of its employees, agents or contractors.
- 3.2. Where it's the responsibility of the Hirer to ensure that the Site is safe, and that the Facilities are safe, then the Hirer indemnifies the Owner against any liability to any third party who suffers injury, loss, or damage where such injury, loss, or damage is caused wholly or partly as a consequence of any negligent act, or omission or, other failure on the part of the Hirer to ensure that the Site is safe.

4. CANCELLATION AND CANCELLATION FEE

- 4.1. The Hirer has the right to cancel this Contract provided that it sends a Cancellation notification by email or letter to The Owner. Upon receipt of such Cancellation, the Owner has no further obligation to deliver the Equipment.

- 4.2. The Cancellation sent by the Hirer must clearly identify each and every item of the Equipment which the Hirer no longer requires.
- 4.3. The Owner will be entitled to invoice the Hirer for the Equipment the subject of the Cancellation. The Hirer agrees and acknowledges that it must pay the Cancellation Fee in full as invoiced by the Owner.

5. NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP

- 5.1. This is a hiring agreement only, and does not constitute or give rise to any sale of the Equipment to the Hirer. The relationship between the Owner and the Hirer is limited to a relationship of owner and Bailee in respect of the equipment.
- 5.2. The Hirer acknowledges that the Owner is the sole exclusive owner of the Equipment and the Additional Equipment.
- 5.3. Nothing in this Contract confers any option on the Hirer to purchase the Equipment or any part thereof.

END