



ABN 29 074 516 062

Ph. 0419 578 886

HIRE AGREEMENT

I/We the undersigned Hirer/s undertake to hire the Mobile Coolroom as detailed on the front of this agreement and agree to comply fully with the following terms and conditions whilst the Mobile Coolroom is in my/our possession.

During the term of this Contract the following conditions must be strictly observed:

1. The Hirer shall make adequate provisions for Insurance to the Mobile Coolroom for the full period of Contract, or the Hirer shall accept full responsibility for any loss or damage to the Mobile Coolroom during the period of hire without respect to the circumstances and shall compensate Ballarat Mobile Coolrooms fully within fourteen (14) days of such loss or damage;
2. The Hirer is responsible for complying with all laws relating to the legal towing weight of the Mobile Coolroom and acknowledges that no representations have been made by Ballarat Mobile Coolrooms;
3. The Hirer is responsible for the operation of the Mobile Coolroom lights. Ballarat Mobile Coolrooms will provide a wiring adaptor suitable for the standard wired electrical connection, but otherwise accepts no responsibility whatsoever;
4. The Mobile Coolroom must be returned by the nominated time of the Due Date otherwise a further day's hire will be charged;
5. The Hirer will not part with possession of the Mobile Coolroom for any purpose whatsoever;
6. Ballarat Mobile Coolrooms shall in no circumstances be responsible or liable for any damage to the Hirer's towing vehicle or any other property whatsoever arising from the hiring of the Mobile Coolroom or its use by the Hirer. The Hirer shall indemnify Ballarat Mobile Coolrooms and keep it indemnified fully and effectually against all claims, demands, expenses, costs, made or incurred in connection with such damage;
7. The Hirer is responsible for any personal liability;
8. If the Hirer defaults in the return of the Mobile Coolroom, the payment of the hire fee, or otherwise breaches these conditions, Ballarat Mobile Coolrooms may retake possession of the Mobile Coolroom: and for that purpose enter any premises where the Mobile Coolroom may be (or may reasonably be suspected to be) with the right to remove any locks, open any doors, gates or windows, without being liable to the customer or any other person claiming through the Hirer.
9. The Hirer hereby acknowledges that, in deciding to enter into this Agreement, the Hirer has not relied in any way on Ballarat Mobile Coolrooms's skill or judgement and that the Hirer has satisfied itself as to the condition and suitability of the goods and their fitness for the Hirer's purposes. The Hirer has, prior to entering into this Agreement, and will prior to the acceptance of the goods by the Hirer have, examined the goods and satisfied itself as to their compliance with the specifications in this agreement as well as their condition and suitability and fitness.
10. Subject to clause 11, all conditions, warranties, express or implied, whether arising by statute or otherwise, as to the condition, suitability, quality, fitness for any purpose or safety of or title to the goods is hereby negative and excluded to the full extent permitted by law, and Ballarat Mobile Coolrooms gives no such warranty or condition and the Hirer acknowledges that Ballarat Mobile Coolrooms has not given any such warranty or condition.
11. Nothing in this Agreement is intended to exclude, restrict or modify rights which the Hirer may have under The Trade Practices Act 1974 ("TPA") or any other legislation which may not be excluded, restricted or modified by agreement. If the TPA or any other legislation implies a condition or warranty into this Agreement in respect of goods supplied, and Ballarat Mobile Coolrooms's liability for breach of that condition or warranty may not be excluded but may be limited, Ballarat Mobile Coolrooms's liability for any breach of that condition or warranty is limited to Ballarat Mobile Coolrooms doing any one or more of the following (at its election):
 - a) Replacing the goods or supplying equivalent goods;
 - b) Repairing the goods;
 - c) Paying the cost of replacing the goods or of acquiring equivalent goods;
 - d) Paying the cost of having the goods repaired.
12. The Hirer agrees to pay Ballarat Mobile Coolrooms on demand all money which Ballarat Mobile Coolrooms has incurred by reason of a failure by the Hirer to comply with an obligation under this Agreement or any other obligation incurred by the Hirer in respect of the goods, and all other costs and expenses including without limitation legal costs and expenses that Ballarat Mobile Coolrooms may incur in the enforcement or protection or attempted enforcement or protection of Ballarat Mobile Coolrooms's rights under this Agreement or in the goods including without limitation money paid by Ballarat Mobile Coolrooms in releasing any charge or other encumbrance claimed over the goods, in dismantling and removing the goods from any premises and in any repair or renovation to any such premises together with interest rate of 14% accruing on and from the Due Date.
13. This item is hired to you for personal use only and cannot be let, hired or loaned to any other person whilst contracted.
14. If it is lost, stolen or damaged whilst in your possession you are liable for any costs incurred in its repair or replacement.
15. Accounts which are sent to a Collection Agency for collection will have all legal costs and commission added to the claim.