

**TERMS AND CONDITIONS**

Arctic Coolroom Hire Melbourne (ACHM) may amend these terms and conditions at any time. ACHM can refuse in absolute discretion any job or offer. These terms and conditions constitute the entire hire agreement between the parties and supersedes all previous communications or agreements, whether oral or written, relating to the subject matter of these terms and conditions.

**BOOKING INFORMATION**

1. Any quotation, price schedule or price list is only valid for the period indicated. Quotations are only valid for seven (7) days from date provided. An agreement is entered into once the booking is paid in full and funds cleared. Cleared payment funds for hire charges and delivery are required prior to equipment being delivered, if paying via invoice.
2. A member of ACHM will contact customer prior to hire date commencement and a final invoice (if relevant) will be issued for the outstanding balance. Payment of outstanding balance is due seven (7) days prior to hire commencement date.
3. If final invoice is not paid seven (7) days prior to booking date it will be assumed the hire is cancelled and no funds paid under the 20% deposit will be refunded. If hire is requested within 7 days of hire date, there will be no 20% deposit issued but instead a final invoice will be sent to be paid in full. If payment is via cash on delivery then payment is required prior to goods being unhitched and by prior agreement with ACHM. Upon payment of deposit these terms and conditions are deemed accepted by the customer.
4. To secure booking, customers may need to provide any information necessary of hiring items, including but not limited to proof of identity, quantity of hired items, type of equipment being hired, hire period and the premises on which equipment will be located. Proof of identity (ID) may be required to secure booking. ID supplied by customer will be destroyed upon end of hire period.
5. Delivery location must be the same delivery location that the invoice was supplied to. If a delivery location requires changing, a three (3) day notice period must be provided with possible additional delivery charge dependent on location. If delivery location charge is required the hirer will be supplied with an additional delivery adjustment invoice which is to be paid with cleared funds prior to commencement of hire date. Location for delivery must be a flat area with safe access. Delivery location cannot be on council land without relevant permit/authority. If the hirer fails to notify a member of ACHM regarding parking on council land or private property without relevant permit/authority ACHM will not be liable for any infringement notices incurred and will pass any and all infringement notices to the hirer for payment. Additionally, if ACHM deem that there is a risk associated with the area for delivery the customer will sign a waiver agreeing to be liable for any damages incurred to persons or property. Removal or repositioning of the equipment to another location may only be performed by ACHM unless a serious safety threat occurs. Repositioning or removal may incur additional fees.
6. At time of booking you may be asked what purpose you are booking equipment for or whether you require the equipment to be set at a specific temperature. If you do not advise us of the specific temperature required we may make a judgement on what temperature to set the unit on based on information you provide to us

**HIRE PERIOD**

1. Hire period commences at the day and time requested by customer at address stipulated on invoice. Time period is as per agreed invoice dates. Delivery / pickup of equipment shall be between hours 7am – 7pm or unless determined prior. This period can include weekend and public holidays. Time to pick-up is not to exceed the time of delivery unless otherwise agreed. EG. 7am drop off is a 7am pickup.
2. A minimum hire period may apply in respect of certain items hired, we will advise at the time of booking if a minimum hire period applies. If you want the equipment collected earlier than the agreed timeframe you must pay all hire charges as agreed on the invoice. You will not be eligible for a refund on this instance for unused days / times that was hired.
3. If you wish to cancel your booking, bookings can be cancelled by contacting our team via phone or email with your invoice number.
  - a) If a booking is cancelled more than seven (7) days prior to your booking date / time then any monies paid will be refunded to your nominated bank account within seven (7) business days.
  - b) If a booking is cancelled between two (2) to seven (7) days of your booking date / time, then a 50% refund will be issued to your nominated bank account within seven (7) business days.
  - c) If a booking is cancelled within 48 hours of your booking date / time, then no refund will be provided and 100% of monies paid will be retained by Arctic Coolroom Hire Melbourne.
4. Upon expiration or termination of hire period and/or terms and conditions, the equipment must be ready for collection in good repair, clean of any debris and rubbish, along with supplied items including but not limited to extension lead, wheel chock, padlock and key, shelving, hitch lock etc, and be placed inside equipment. Ordinary wear and tear is expected. If you damage any items throughout the duration of your hire please contact a member of the ACHM team to notify us.

## ADDITIONAL CHARGES

In addition to the hire charges you to agree to pay additional fees;

- a) For any consumables or fuel needed at your own cost
- b) The delivery time is outside of reasonable hours
- c) The delivery is outside of 30km radius from our base
- d) The delivery location changes from prior agreed location
- e) Cleaning and repair charges if you do not return the equipment hired in clean and good working order as was supplied
- f) If invoice is not paid in full by payment due date stipulated, we may change hire costs reasonable under this agreement
- g) If you dispute the invoice you have three (3) days / 72 hours to raise this with ACHM. You cannot withhold payment to us.

Generator hire only:

- a) Generator will be supplied with a full tank of diesel and is to be returned with a full tank of diesel.
- b) If generator is not returned with a full tank of diesel then we will send an additional invoice afterwards which may include charges for diesel, time, distance and consumables which must be paid
- c) To fuel generator DIESEL FUEL ONLY must be used, if you believe you have incorrectly filled generator with wrong fuel please do not operate or turn on, contact a member of ACHM immediately on **0493 829 700**

## OPERATIONS

1. You (hirer) agree that before taking delivery of the equipment on hire you are satisfied as to the suitability and condition of the equipment and have been shown safe operations. We make no guarantees or representation warranty that the equipment is suitable for your intended purpose. Upon delivery of equipment, staff will show you how to safely operate equipment. Those hiring must ensure equipment is operational and maintained in good working order.

## BREAK DOWN, LOST, STOLEN OR DAMAGED EQUIPMENT

***If the equipment breaks down, becomes unsafe to use, is lost, stolen or damaged during the hire period you must;***

- a) in the case of damage, unsafe use or breakdown, immediately stop using the equipment; immediately notify ACHM and provide all relevant particulars of the incident and/or damage
- b) for incidents of theft, promptly report the incident to the police and provide ACHM with a written police report;
- c) take all steps necessary to prevent injury occurring to persons or property and to prevent further damage to the equipment; and
- d) not repair or attempt to repair the equipment without ACHM written consent.

***If the equipment breaks down, becomes unsafe to use or is damaged during hire period;***

- a) as a result of fair wear and tear; we will;
- b) take all reasonable steps to repair the equipment or provide a suitable replacement, at ACHM cost, as soon as reasonably possible; and
- c) not impose a hire charge for that portion of the hire period during which the equipment was broken down or unsafe.

***If the equipment is damaged or unsafe upon delivery of equipment;***

- a) You must notify us immediately after you collect or receive the equipment. If you do not notify us within this time period, the equipment you received will be deemed to have been in good order and condition on collection or delivery (as applicable).

You must:

- a) ensure that the equipment is used only for the purpose for which it was designed, intended and/or hired
- b) operate the equipment safely and strictly in accordance with all applicable laws and ensure the equipment is stored safely and securely at all times;
- c) ensure persons operating the equipment:
  - (i) are suitably trained on its safe and proper use;
  - (ii) are not under the influence of drugs or alcohol and do not carry illegal, prohibited or dangerous substances while in, on or around the equipment;
  - (iii) ensure the safe loading and securing of all equipment in accordance with all laws and guidelines.

You must not:

- a) in any way alter, modify, tamper with, damage or repair the equipment without our prior written consent;
- b) deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the equipment;

*c) remove fuel or oil tank caps, bund plugs or seals from the equipment and ensure that they are in place when you return the equipment;*

*d) an exception to the above is with regards to refuelling generator throughout hire period and at end of hire period*

*e) remove the equipment from the state or territory in which you hired it without our prior written consent;*

*f) use the equipment off-shore, in a mine, in an area where friable asbestos is present, or move the equipment over water without our prior written consent;*

*You must:*

*a) ensure the equipment is not contaminated with any hazardous substances (including asbestos);*

*b) advise us of any risks of hazardous substance contamination to the equipment as soon as they become apparent*

*c) any electrical equipment provided by us will be tested and tagged before it is hired to you. You are liable for any damage caused to the equipment resulting from any re-testing or retagging carried out by you.*

*d) Units will be supplied with a tagged & tested 10amp lead. Under no circumstance are you to use another form of extension lead to power units.*

*e) Under no circumstance is the units to be used with a generator provided by the hirer, if you require a generator you must request to use our generator at an additional charge to you.*

*Any concerns of operation of unit or safety concerns immediately contact a member of ACHM on **0493 829 700** and our team will advise how to proceed.*

#### **OWNERSHIP OF THE EQUIPMENT**

1. ACHM own the equipment and retain the title of equipment on hire.
2. Hirer must not re-hire item, offer for sale, sell, assign, mortgage, lend, let, permit any lien to exist, charge or create a security interest to the goods/equipment on hire.
3. In no circumstances will the equipment be deemed to be a fixture.

#### **RETURN OF EQUIPMENT**

1. If goods are not returned in clean and good repair, hirer will incur costs to clean and repair hired goods/equipment. You must return the equipment to us in the same condition it was hired to you in with general wear and tear expected.
2. You must allow access to the hire location at pickup time. If access is denied or unable to be completed we may, at your cost, take all steps necessary (including legal action) to recover the equipment, including entering your premises to do so and you expressly consent to us entering your premises for the purposes of recovering our equipment.

#### **AUTHORITY**

1. The person signing or accepting the terms of any document which forms part of the hire agreement or relevant documents for and on behalf of you hereby warrants that they have your authority to enter into the hire agreement on your behalf.
2. Receiving these terms is an agreement into this hire document, unless hirer advises otherwise.
3. The person signing or accepting the terms of this hire agreement indemnifies ACHM against all losses, costs and claims incurred.
4. The person signing or accepting the terms of this hire agreement agree that any infringement notices incurred throughout the hire period they will be liable for.
5. ACHM will not be held liable for any losses, costs and claims incurred from loss of product throughout the hire period.