



## Conditions of Hire

### 1. In these Conditions of Hire:

- a) The 'owner' is Nature Education Centre, who retains property in loan items at all times.
- b) The 'hirer/member' is the person or company named on the membership.
- c) 'Charges' means all of the amounts listed in clauses 3a and 3b.
- d) 'Item' means the equipment, specimens, exhibits and animals (and the accessories hired within) available for hire listed in the current NEC catalogue.
- e) 'Commencement' means the date indicated on the order or invoice at the time of hire.
- f) 'Completion' means the date shown on the order or on the invoice as the date of completion of hire.
- g) 'Hire fee' means the amount listed in the current catalogue or on the invoice written at the time of hire.
- h) 'Hire period' means the period from commencement to completion.

### 2. The owner will:

- a) Allow the hirer/member to take and use the item for the hire period.
- b) Provide the item to the hirer/member clean and in good working order and condition.
- c) Re-supply or repair the item if it fails to operate properly or if this is not possible, reimburse the hire fee.
- d) Terminate this contract, sue for recovery of the charges which are agreed as due and payable by the hirer/member to the owner and repossess the item if the hirer/member;
  - i) Fails to pay any charges.
  - ii) Loses possession of the item or allows it to be taken out of the State in which it was hired or attempts to assign rights hereunder.
  - iii) Becomes bankrupt, insolvent or ceases business.
  - iv) Uses the item in a manner which in the sole opinion of the owner is not suitable
  - v) Otherwise breaches this contract.

### 3. The hirer/member will:

- a) On commencement, pay to the owner all hire fees
- b) Forthwith, upon request by the owner, pay the owner all of the following charges;
  - i) All costs of delivering or collecting the item incurred by the owner.
  - ii) A pre-agreed late fee of the weekly rate (as stated in the current NEC catalogue) if the item is not returned after the completion of hire.
  - iii) If the item is not returned within 30 days after completion of hire, the replacement cost (or if the item is not replaceable a reasonable amount to compensate the owner for its loss) of any item not returned.
  - iv) All costs incurred in cleaning the item.
  - v) All costs of repairing any damage (fair wear and tear excepted) caused to the item. vi. All tolls, fines, penalties, levies, charges and taxes payable by the owner in respect of this contract and the hiring of the item.
  - vi) All costs incurred by the owner in delivering and recovering possession of the item.

- vii) The total fee of the original booking if the item/s are not collected by the hirer/member within 3 days of the original date booked.
  - c) Satisfy itself at commencements that the item is suitable for its purposes.
  - d) Operate the item only for its intended use, solely and strictly with the law and any manufacturers instructions:
    - i) Supplied by the owner.
    - ii) Posted on the item.
  - e) Return the item to the owner clean and in good repair.
  - f) Indemnify the owner for all damage caused to persons and property in relation to or arising either directly or indirectly from the use of the item and its operation and against any claim brought against the owner by any third parties arising out of the use or hire of the item by the hirer/member.
  - g) Indemnify the owner for all loses and expenses to its business incurred in relation to failure of the hirer/member to return the item on time, undamaged or at all.
  - h) Ensure that all persons operating the item hold a current certificate of competency (where required) or are fully licensed or are properly supervised to use it.
  - i) Comply with all Work, Health Safety laws relating to the item and its operation.
  - j) Safely secure all items loaded in or on the item or in or on the hirer/members vehicle.
  - k) Operate the item with an adequate power source.
  - l) Deliver the item to the owner at the end of the hire period.
4. The hirer/member will not:
- a) Tamper with, damage or repair the item.
  - b) Lose possession of the item, remove it from the State in which it was hired or assign its rights hereunder.
  - c) Seek to rely upon any representation relating to the item or its operation other than those contained in this agreement.
  - d) Retain the item after the hire period.
  - e) Allow any person to use or operate the item unless the person:
    - i) Is over 18 years of age.
    - ii) Is not under the influence of drugs and/or alcohol.
  - f) Exceed the recommended legal load and capacity limits of the item
  - g) Use or carry an illegal, prohibited or dangerous substance in or on the item.
5. The hirer/member agrees that it is not entitled to recover from the owner compensation for any damages (including consequential loss) arising in respect of this agreement, hiring or use of the item.
6. If the hirer/member breaches this agreement the owner is authorised to enter the hirer/members premises to recover the item.
7. All warranties and conditions by the owner are excluded to the full extent permitted by law and the owners only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the item again or repair of the item.
8. The hirer/member must give the owner 48 hours notice if cancelling item/s booked or a penalty of the fee set out in the NEC catalogue for the original booking period may be incurred.