P2P Hire
HIRE FORM

SUPPLIER	
Name:	
Address:	
Telephone:	
Email:	

HIRER	
Name:	
Address:	
Telephone:	
Email:	

TERM			
Hire Period Start Date:			
Hire Period:	**Hire Period Start Date:**		**Hire Period End Date:**

DESCRIPTION OF GOODS				
ITEM	**GOODS**	**HIRE FEES (EXCLUDING GST)**	**GST**	**TOTAL**
1				
2				

INVOICING AND PAYMENT	
Deposit	*payable [ ] days before the Hire Period Start Date*
Due Date	*days following the date of invoice*

Terms and Conditions for Hire

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Terms and Conditions for Hire

1. **Acceptance of these Terms and Conditions**

1.1 The Hirer agrees to hire the Equipment from the Supplier on these Terms and Conditions.

1.2 This Agreement is accepted by both parties on the date of acceptance, collection, delivery or receipt (as the case may be) by the Hirer of Equipment.

1.3 This Agreement binds the parties in respect of each Hire of Equipment made by the Hirer (including any future Hires made by the Hirer) until the termination of this Agreement.

1.4 The Supplier shall use reasonable efforts to make the Equipment available to the Hirer for the Hire Period but shall not be liable for any Loss or Claim due to any delay or failure to make the Equipment available.

1.5 Where more than one Hirer has entered into this Agreement, each Hirer shall be jointly and severally liable for all payments of the Fees.

2. **Term**

This Agreement commences on the Hire Period Start Date and ends on the Hire Period End Date.

3. **Fees, Payment and Invoicing**

3.1 **Hire Fees**

The Hirer will pay the Supplier for hire of the Equipment at the rates detailed in the Hire Form on or before the Due Date (as specified in the Hire Form).

3.2 **Payment**

Payment must be made before the start of the Hire Period, unless otherwise set out in this Agreement.

3.3 Deposit

The Supplier may, at their entire discretion, require the Hirer to pay all or part of the Hire Fees on or before the Hire Period Start Date ("***Deposit***"). The remainder of the Hire Fees, less the Deposit, shall be payable by the Hirer to the Supplier on the Hire Period End Date, or on such other date as the Supplier may agree in writing.

4. **GST**

4.1 The Fees are inclusive of GST.

4.2 If any supply under this Agreement is a Taxable Supply, then the party making the supply may, at the same time that a Tax Invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Tax Invoice.

5. **Maintenance, Safekeeping and Return**

5.1 The Hirer:

(a) will secure and protect the Equipment throughout the Hire Period. The Hirer will not part with possession of the Equipment without the Supplier's written approval;

(b) will indemnify and hold harmless the Supplier against all Losses or Claims, costs or liabilities due to damage, loss or incident relating to the Equipment (including loss or incident relating to the tools, the documentation, or accessories relating to the Equipment) whether due to fire, theft or any other cause, including the Hirer's breach of this Agreement, loss of possession, vandalism, negligence, legal process (including impoundment) or otherwise during the Term; and

(c) permits and grants access to the Supplier to any location or premises where the Equipment is located for the purposes of repossessing the Equipment if the Hirer has not returned the Equipment by the Hire Period End Date.

5.2 Upon the end of the Hire Period, or the earlier termination of this Agreement for any reason, the Hirer must return the Equipment to the Supplier to the location at which the Equipment was supplied to the Hirer, or any other location as stipulated by the Hirer, in the same condition as at the Hire Period Start Date, save for any fair wear and tear.

5.3 If the Supplier determines that the Equipment has been damaged beyond fair wear and tear ("**Hirer Damage**"), the Hirer shall be liable to pay the Supplier's costs of repair or replacement of the Equipment on a full indemnity basis.

6. **The Supplier's Warranties**

6.1 **Warranties**

(a) Except to the extent required under the Australian Consumer Law, the Supplier makes no other warranties in respect of the Equipment.

(b) Nothing in this Agreement is intended to limit the operation of the Australian Consumer Law. Under the Australian Consumer Law, a Hirer may be entitled to certain remedies (like a refund, replacement or repair) from the Supplier

if there is a failure with any goods or services supplied by a Supplier.

7. Hirer's Warranties

7.1 The Hirer warrants that it:

(a) will comply with all applicable Laws;

(b) is hiring the Equipment for its personal, domestic or household use, and not in the furtherance of an enterprise;

(c) will read and follow any relevant operating manuals and codes, and any directions or guidance given by the Supplier.

7.2 The Hirer declares and warrants that the information contained in the Hire Form is true, complete and correct.

7.3 The Hirer will indemnify the Supplier and hold it harmless in respect of any Loss or Claim which the Supplier may incur or suffer arising out of any failure or default in respect of the Hirer's obligations under this Agreement.

7.4 The Hirer warrants that it has conducted its own enquiries into the Equipment and has satisfied itself that the Equipment it selects for hire is fit for the purpose for which the Hirer intends to use it.

8. Release of P2P Hire

8.1 The Hirer and the Supplier agrees that:

(a) This Agreement is between the Supplier and the Hirer. There is no agreement between the Supplier and P2P Hire, nor between the Hirer and P2P Hire, in respect of that supply.

(b) The Supplier and the Hirer both severally agree that P2P Hire is not liable to either the Supplier or the Hirer in respect of any supply of goods and/or services as between them, and they each severally release P2P Hire from any Loss or Claim which either or both of them had or may have against P2P Hire; and

(c) On request by P2P Hire, the Supplier and Hirer will, at their own cost, provide a fully executed, binding and enforceable deed poll in favour of, and in the form provided by, P2P Hire, to give effect to clauses 8.1(a) and 8.1(b).

(d) Neither the Hirer nor the Supplier may seek any payment from P2P Hire.

(e) P2P Hire are not legal, financial or insurance advisors. Nothing in this Agreement constitutes legal, financial or insurance advice. P2P Hire does not endorse this Agreement.

9. Obligations of the Parties

9.1 The Supplier must provide adequate guidance, relative to the kind of good being supplied, on how to safely use any Equipment supplied, including by providing introductory training or guidance on the goods and the relevant manufacturer manuals or procedures. In doing so, the Supplier must presume that the Hirer does not have any particular level of experience with the Equipment supplied, even if the Hirer claims such experience.

9.2 When using the Equipment, the Hirer must follow all training, guidance, manufacturer manuals and procedures, and must comply with all Laws. If the Hirer is in any doubt as to how the Equipment supplied by the Supplier, the Hirer must immediately stop using the Equipment and seek guidance from the Supplier on how to use the Equipment.

9.3 A Supplier must safely supply services to the Hirer in a careful, diligent, proper and efficient manner in accordance with the standards expected of a person with the skills, expertise, experience and resources necessary to competently provide the services.

9.4 The Supplier must have all necessary and prudent insurances in place, including:

(a) public liability insurance to $20 million or more; and

(b) any insurances required by Law.

9.5 The Supplier must seek written confirmation from its insurers that insurance is not invalidated where the supply of the Equipment for gain when using and listing on the P2P Platform, and pursuant to the terms of this Agreement.

10. Indemnity

10.1 The Hirer continually indemnifies the Supplier from and against any Loss or Claim that is made, threatened or commenced arising as a direct or indirect result of any of the following:

(a) any breach of this Agreement by the Hirer;

(b) the death or personal injury of any person to the extent caused or contributed to by any act or omission of the Hirer;

(c) loss of, or damage to, any property to the extent caused or contributed to by any act or omission of the Hirer;

(d) any breach of Law by the Hirer;

(e) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation by the Hirer.

11. NOTICES

11.1 Notices under this Agreement may be delivered by hand, by mail or by email to:

(a) the Supplier at the address or email address shown on the Hire Form; and

(b) the Hirer at the addresses it nominates in writing to the Supplier.

11.2 Notices will be deemed to be served:

(a) upon delivery – if delivered by hand;

(b) on the fourth Business Day after the date on which it was posted – if sent by ordinary pre-paid or registered post addressed to a party;

(c) on the day it was sent – if sent by email transmission before or during normal business hours on a Business Day; or

(d) on the next Business Day following the day on which it was sent – if it is sent by email transmission after 4.00 pm on a Business Day or on a day other than a Business Day.

11.3 Each party must promptly notify the other party of any change to their addresses (including email addresses), or any other such information supplied by them.

12. GENERAL

12.1 Governing Law

This Agreement is governed by the laws of Western Australia and each party submits to the exclusive jurisdiction of the courts of Western Australia.

12.2 Assignment

Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent.

12.3 Set Off

(a) The Hirer shall not be entitled to set off against or deduct from the Fees any sums owed or claimed to be owed to the Supplier by the Hirer.

(b) the Supplier may set off against or deduct from any amounts owing to the Hirer under this Agreement.

1.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with their respective subject matter and supersedes all previous agreements or understandings between the parties in connection with the relevant subject matter.

1.3 Further Assurance

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.

1.4 Inconsistency

In the event of any inconsistency between:

(a) the Hire Form (if any);

(b) these Terms and Conditions; and

(c) any schedules, annexures, or other attachments to this Agreement (if any),

the document listed first in this clause 11.7 will prevail to the extent of the inconsistency.

1.5 Severability

If any provision of this Agreement at any time is or becomes void or voidable or unenforceable, the remaining provisions, if any, will continue in full force and effect and any void, voidable or unenforceable provision will be replaced by a lawful and enforceable provision which, so far as possible achieves the same economic and other benefits for the Hirer and the Supplier, as the void, unlawful or unenforceable provision, was intended to achieve.

1.6 Conflict

(a) Where any conflict occurs between the provisions contained in these Terms and Conditions, the following order of precedence shall apply:

(i) the Special Conditions;

(ii) the Schedules; and

(iii) these Terms and Conditions.

(b) Provisions that are lower in the order of precedence will be read down to resolve such conflict.

(c) If the conflict remains incapable of resolution by reading down, the conflicting provisions will be severed from these Terms and Conditions without otherwise diminishing the enforceability of the remaining provisions of these Terms and Conditions.

1.7 Survival

(a) Any provision which expressly or by implication survives the termination of this Agreement shall remain in force following the termination or expiry of this

Agreement.

(b) Without limiting the generality of the foregoing, the following clauses shall survive termination or expiry of this Agreement: clauses 5.2, 5.3, 8, 10, 11

1.8 **Limitation and Breach**

In the event of any breach of the Agreement or any of these Terms and Conditions by the Supplier the remedies of the Hirer shall be limited to damages which under no circumstances shall exceed the Fees.

1.9 **Waiver**

(a) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.

(b) A delay by the Supplier in exercising its rights and powers under this Agreement does not constitute a waiver of such right.

(c) A failure by the Supplier to exercise its rights or powers under this Agreement does not constitute a waiver of such right.

1.10 **Variation**

No variation of this Agreement is effective unless made in writing and signed by each party.

1.11 **No Representations or Warranties**

The Hirer acknowledges the Supplier does not make under this Agreement, or these Terms and Conditions, or outside of them, any representations or warranties regarding goods and services or any matter (including but not limited to descriptions, illustrations and performance contained in any the Supplier's catalogues, price lists or any other advertising or marketing materials) which is or might be relevant to the Hirer hiring, buying or selling goods and services other than the representations or warranties expressed here.

1.12 **Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

2. **Definitions and Interpretation**

2.1 **Definitions**

In this Agreement unless the context otherwise requires:

Agreement means these Terms and Conditions for Hire

Business Day means a day which is not a Saturday, Sunday, or public holiday in Western Australia.

Equipment means all Equipment described in this Agreement

Fees mean all Hire Fees and Supplemental Fees and any other fees or charges payable by the Hirer to the Supplier under this Agreement.

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hire means each separate hire of Equipment as stipulated on the Hire Form and in accordance with the terms of this Agreement.

Hire Fees mean the fees specified as Hire Fees as stipulated in the Hire Form payable by the Hirer to the Supplier under this Agreement for the hire of the Equipment.

Hire Period means the period between the Hire Period Start Date, and the Hire Period End Date, and which will include weekends and / or Public Holidays within the relevant jurisdiction and continues until the supply the Equipment is returned to the Supplier undamaged.

Hire Period End Date means the date upon which the Equipment is returned to the Supplier.

Hire Period Start Date means the date upon which the Equipment is collected by the Hirer from the Supplier's premises, or delivered to the possession of the Hirer at the location agreed upon between the Parties.

Hirer means the entity identified as the Hirer in the Hire Form or Quotation.

Hirer Damage means damage which the Supplier, acting reasonably, determines to have been:

(a) damaged beyond fair wear and tear; or

(b) damage caused by the Hirer due to:

(i) the misuse of the Equipment;

(ii) accident;

(iii) negligence;

(iv) fraud;

(v) misconduct;

(vi) breach of this Agreement;

(vii) failure to comply with Laws;

(viii) failure to observe warning signs or directions;

(ix) failure to observe safety systems or OEM operational procedures; or

(x) failure to comply with any servicing or repair requirements whether specified by this Agreement or by OEM operating manuals.

Law means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

Loss or Claim means, in relation to any person, a claim, action, proceeding, judgment, damage (including but not limited to any damages or compensation and any damage to reputation), loss, cost (including legal costs on a full indemnity basis), expense or liability incurred by or to or made or recovered by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

OEM means the original equipment manufacturer or its representative or equivalent.

P2P Hire means P2P Hire Pty Ltd (ACN 673 977 261) of Unit 4, 327 Wanneroo Road, Balcatta WA 6021

P2P Platform means the online web-based platform provided by P2P Hire for the purposes of listing the Supplier's Equipment for hire under these Terms and Conditions.

Supplier means the party named in the Hire Form supplying the Equipment under this Agreement to the Hirer.

Taxes means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

Tax Invoice has the meaning given in the GST Law.

Taxable Supply has the meaning given in the GST Law.

Term means the term of this Agreement pursuant to clause 3.

Terms and Conditions means these terms and conditions of hire.

1.2 **Interpretation**

In this Agreement the following rules of interpretation apply unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) "includes" means without limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;

(ii) a party includes its successors and permitted assigns;

(iii) a document includes all amendments or supplements to that document;

(iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement;

(v) this Agreement includes all schedules and attachments to it;

(vi) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and

(vii) a monetary amount is in Australian dollars;

(g) an agreement on the part of two or more persons binds them jointly and severally;

(h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and

(i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

EXECUTION PAGE

This Agreement is dated the last date mentioned below.

HIRER (where the Hirer is an individual):

Signature	**Name**	**Date**

SUPPLIER:

Signature	**Name**	**Date**