

AGREEMENT TO HIRE / LOAN

Hire Agreement No.
(For office use only)

ALL SECTIONS MUST BE COMPLETED Date: _____

The Hirer: _____

Address: _____

Tel: _____ Email: _____

Please Select and Provide One:

School ABN: School Code: Drivers Licence No: # _____

30 Second Survey - How many of these in your school?			
Classes: _____	Students: _____	Overhead Projectors: _____	Interactive Whiteboards: _____

ITEM CODE	EQUIPMENT	SERIAL NUMBER (For office use only)	WHSE	QTY
L-1ex	Elmo Document Camera/Visual Presenter Model: L-1ex		Melbourne	1

Date Hire Commenced: _____
(For office use only)

Date Hire Completed: _____
(For office use only)

RATE PER DAY \$ NIL _____

Total Time on Hire 1 week _____

RATE PER WEEK \$ NIL _____

RATE PER MONTH \$ NIL _____

NO CHARGE LOAN

SUB TOTAL \$ NIL _____

GST \$ NIL _____

TOTAL INC GST \$ NIL _____

**Damage/Loss Excess to apply
- refer to point 4 on page 2.
Excess is applicable to no charge loans.
Payable upon completion of the hire, or
normal terms for account customers.**

All equipment is supplied in correct adjustment but could alter in transport or through mechanical failure. It is therefore the operator's responsibility to check the hire unit before and during operation. I have read, understood and accept the terms and Conditions of Hire (printed on back hereof).

Hirer's Signature: _____

Hirer's Name: _____

DatacomIT Staff Name: _____

Date: _____

How to submit your form
Fax to **1300 641 622**
OR
Scan & email to **sales@datacomIT.com.au**

AGREEMENT FOR HIRE OF EQUIPMENT

An agreement made between the persons named in the Schedule hereto (hereinafter called 'the owner' which expression shall where the context admits include the successors in title of the owner) of the one part and the persons named in the Schedule hereto (hereinafter called 'the hirer') of the other part. The schedule is the front page of this agreement.

WHEREBY IT IS AGREED AS FOLLOWS:

1. **Agreement for Hire** – The owner shall let and the hirer shall take on hire all and singular equipment as specified in the schedule hereto (hereinafter referred to as the equipment) for the specified period as set out in the schedule hereto.
2. **Rent** – The hirer shall during the continuance of this agreement pay to the owner at its address for the time being and without previous demand by way of rent for the hire of the said equipment the sum as set out in the schedule hereto.
3. **Hirer not to sell, mortgage, or remove machinery etc.** – The hirer during the continuance of the hiring will not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the said equipment or any part or parts thereof or with any interest therein or in this agreement but will keep the said equipment in his own possession and will not allow any lien to be created upon the said equipment whether for repairs or otherwise and will protect the said equipment against distress, execution, or seizure and indemnify the owner against all losses, costs, charges, damages and expenses incurred by him by reason or in respect thereof..
4. **Use, repair, excess cost** – The hirer shall use the equipment in a skilful and proper manner and shall at his own expense keep the said equipment in good and substantial repair and condition (reasonable wear and tear expected). In the event of loss or damage to the equipment, the hirer will pay (In addition to the hire fee up to date of notification of the loss) a damage/loss excess of either the first \$1300 towards such damage or loss, or DatacomIT repair cost if lower, Equipment lost or stolen must be reported to police, and a copy of the police report provided to DatacomIT.
5. **Determination of agreement on default** – If the hirer shall make default in punctual payment of the sums so to be paid by him for the hire of the said equipments or if an order shall be made for the sequestration of his estate or if he shall enter into any composition or arrangement with his creditors or if the hirer (being a limited company) shall enter into compulsory or voluntary liquidation (not being a voluntary liquidation only for the purposes of amalgamation or reconstruction) or shall fail to observe and perform the terms and conditions of this agreement on his part to be observed and performed or if the hirer shall do or cause to be done or permit or suffer any act or thing whereby the owner's rights in the said equipment may be prejudiced or put in jeopardy this agreement shall forthwith determine (without any notice or other act on the part of the owner and notwithstanding that the owner may have waived some previous default or matter of the same or like nature) and shall thereupon be lawful for the owner to retake possession of the said equipment and for that purpose to enter into or upon any premises where the same may be and the determination of the hiring under this clause shall not affect the right of the owner to recover from the hirer any moneys due to the owner under this agreement or damages for breach thereof..
6.
 - (i) All warranties, conditions and stipulations as to the proper operation, fitness, quality and suitability of the equipment are expressed negatived.
 - (ii) The hirer acknowledges that he is liable and responsible for ensuring that the equipment functions and operates correctly.
 - (iii) The hirer acknowledges that he has thoroughly examined the said equipment and fully understands the operation and functioning of the said equipment.
 - (iv) The hirer declares that he has depended entirely upon his own judgement in entering into this agreement and he is satisfied that the equipment is in good order and condition and fit for the purpose of which the same is required and despite any error or misdescription in their particulars, no claim or objection in respect of the said equipment shall be admissible after execution hereof.
 - (v) The hirer agrees that no person, agent or employee has been or is authorised to give any warranty or to agree to any conditions or make any representations whatsoever verbal or otherwise on the owner's benefit.
 - (vi) The hirer shall indemnify and keep indemnified the owner in respect of any actions, suits, proceedings, costs, claims and demands brought or made by any person or persons corporation or corporations, authority or authorities in respect of any damage, injury, loss, or alleged damage, injury or loss in the consequence of or arising out of the operation of the equipment by the hirer or his employees or agents.
7. **Misuse, abuse and negligence** – If the equipment is misused, abused or subject to negligent care or operation and there is resultant damage to loss; then the hirer will be liable in full to re-imburse the owner the full cost price to the owner without depreciation.