



Hire Agreement Terms and Conditions

1. Period

- 1.1. Hire Period is from the time equipment leaves the Owners premises until it is returned to the Owners premises/vehicle.
- 1.2. Hire commences from pickup/delivery of first day specified and ends 10 am on last day specified.
- 1.3. No allowance whatsoever can be made for time when equipment is not in use for any reason.

2. Equipment

- 2.1. The equipment is agreed to be as stated on hire agreement form or letter.
- 2.2. The Owner does not represent or warrant the equipment supplied or its capacity or its performance as fit for the purpose for which the Hirer requires same.
- 2.3. While every endeavour is made to supply equipment as ordered, the Owner reserves the right to substitute other designs where necessary.
- 2.4. The Owner will not be responsible for any delays, accidents or loss or damage of any kind, either direct, indirect or consequential which may arise through defects or breakdowns of the equipment hired.

3. Non Supply

- 3.1. Fablez will endeavour to supply equipment as ordered but cannot accept responsibility for non-delivery, delay in delivery or inability to supply when required.

4. Loss or Damage

- 4.1. The Hirer accepts full responsibility for loss or damage howsoever caused from the time the equipment is delivered from the Owners premises or vehicle, until the equipment is returned to the Owner's premises or vehicle.

Please note that insurance of equipment during the Hire Period is the responsibility of the Hirer

5. Proper Use

- 5.1. The Hirer shall only use the equipment for the purpose and within the capacity limits for which it has been designed and will not attempt to alter, repair or modify the equipment.

6. Damage to equipment

- 6.1. If any equipment is damaged or destroyed it must nevertheless be returned to the Owner.

7. Faulty Equipment

- 7.1. If the Hirer considers any equipment to be faulty as supplied he must notify the Owner immediately and hire will cease from the time such notification is received if the equipment is found to be faulty by the Owner.

8. Return of Goods

- 8.1. Replacement cost of any equipment or part thereof not returned on the due date will be charged to the Hirers. No credit will be allowed for any item returned after thirty days from due date of return.

9. Delivery

- 9.1. Hire charges are ex Fablez premises. Any freight or delivery charges incurred by the Owner on the Hirers behalf will be charged to the Hirer.

10. Packing

- 10.1. All equipment is suitably packed where necessary. Such packing must be used by the Hirer when returning the equipment, otherwise cost of such packing will be charged to the Hirer.

11. Payment

- 11.1. The charges for the hire are stated on the Hire Agreement. (GST inclusive)
- 11.2. Unless otherwise expressly provided all hire charges are to be paid in full together with the deposit as determined by the Owner before the delivery is effected.
- 11.3. Additional rental charges at the rate quoted on the Hire Agreement for the period overdue will be made for equipment returned after 10am on the due date.
- 11.4. Method of payment as detailed at the time of hire unless otherwise arranged
- 11.5. The Hirer undertakes to pay the account in full on or before the due date. In default of such payment the Hirer undertakes to pay interest on any outstanding amount at the rate of 2% per month and to indemnify the Owner and pay collection costs plus all costs and expenses on a solicitor/client basis which the owner may incur recovering from the Hirer any overdue amount

12. Termination

- 12.1. If default exceeding seven days is made on any payment due on account of the hire, or if there is any other breach of these Terms and Conditions then the Owner reserves the right to terminate the hire period forthwith, and to take any steps necessary to recover possession of the equipment without prejudice to the Owners rights to recover all amounts due for hire, reconditioning, and cost for transport to Owner's store

13. Property Rights

- 13.1. All equipment remains the absolute property of Fablez. The Hirer undertakes to keep the equipment in his own possession and control, and free from any liens, charges, encumbrances and any other interest whatsoever.

14. Inspections

- 14.1. The Owner reserves the right to inspect the equipment at any time

15. Owners Liabilities

- 15.1. The owner undertakes no liability whatsoever in respect of third party and similar risks or for personal injury or for consequential damage of any kind.

16. Condition Of Goods On Return

- 16.1. On termination of the hire, the Hirer shall deliver up the equipment, complete with all accessories, clean and in order as delivered, to the Owners Acceptance.
- 16.2. Notwithstanding that the Hirer may not have signed the Hire Agreement, the acceptance by the Hirer of any goods on hire from the Owner shall in itself constitute an acceptance of the above Terms and Conditions, and of the charges stated on the Hire Agreement form or acknowledgment of order.

17. Spare Bulbs

- 17.1. Spare bulbs are only supplied on request and must be paid for in full on delivery. Credit for unused bulbs will only be considered if the Fablez seal is intact

18. Blown Lamps

- 18.1. Charge out on blown or damaged lamps is at Fablez' discretion