

LETS GET ROASTED HIRE AGREEMENT

Note to customer - You should read these Hire Contract Conditions very carefully. They contain terms and conditions which may impact you, including that;

- a. the liability of **LGR** to its Customers is excluded in some circumstances; and
- b. Customers may be liable for damage to goods that are hired by them, and for damage to goods or property owned by a third party; and
- c. **LGR** permits **LGR** in some circumstances and subject to compliance with the Australian Privacy Principles to provide data about a Customer, or data provided by a Customer, to a third party in a form that may enable the third party to identify the Customer. Such as credit applications for example.

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by **LGR** and the Customer in writing.

LGR agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment, **LGR** will issue to the Customer a Hire Schedule, setting out the terms of the hire of that Equipment. Each Hire Schedule is not a separate contract but forms a part of this Hire Contract between **LGR** and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. The Customer agrees to receive hire schedules and all associated documentation by electronic means, or by printed or other form where electronic means are not available. The Customer must check the Hire Schedule on receipt and unless the Customer notifies **LGR** before collection of the Equipment that it disagrees with anything in the Hire Schedule, the terms of the Hire Schedule are accepted by the Customer. **LGR** may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so.

Amendment: These Hire Contract Conditions may be changed by **LGR** from time to time by **LGR** giving notice of the amendment to the Customer. Notice is deemed given when **LGR** does any of the following:

- a. sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
- b. publishes the amended terms on its website or
- c. displays the amended terms at premises from which **LGR** conducts hire operations.

Changes to these Hire Contract Conditions will only apply to Hire Schedules entered into after the change has been notified to the Customer by one of the methods mentioned above.

Lets Get Roasted Obligations

LGR will:

- A/ Allow the Customer to take and use the Equipment for the Hire Period;
- B/ Provide the Equipment to the Customer clean and in good working order;
- c/ Collect the Equipment within five days of being requested to do so by the Customer and issuing to the Customer a Customer Pick Up Number.

Note to customer: You must return the Equipment at your expense when due back unless you obtain a Customer Pick Up Number from Kennards.

Customers Obligations

The Customer must:

- 1/ Operate the Equipment safely, strictly in accordance with the law, only for its

intended use, and in accordance with manufacturer's instructions. The instruction manual must be adhered to. If the equipment has been used, without following procedures, any costs to rectify the equipment will be at the customers expense.

Note to customer: You **MUST** advise **LGR** if you require any further instruction on the operation and safe use of the Equipment.

2/ Indemnify **LGR** for all injury and/or damage to the extent caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;

3/ Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised;

4/ Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and are trained to operate the equipment;

5/ Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;

6/ Report and provide full details to **LGR** of any accident or damage to the Equipment within two business days of the accident or damage occurring;

7/ Sign any documentation requested by **LGR** at such intervals as reasonably stipulated by **LGR**, to confirm the Customer's acceptance of these Hire Contract Conditions;

8/ Assist and co-operate fully and promptly with **LGR** and/or its insurer in the investigation, settlement or defence of any claim or matter relating to a Hire Schedule on which the Customer is named;

9/ Remain responsible for the care and safekeeping of the Equipment until collected by or delivered back to **LGR**.

The Customer must NOT:

10/ Tamper with, damage or repair the Equipment;

11/ Lose or part with possession of the Equipment;

12/ Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;

13/ Use or carry any illegal, prohibited or dangerous substance in or on the Equipment;

I _____ agree to the terms and conditions of this contract.

Signature: _____

Date:

Lets Get Roaster Representative.

Print Name: _____

Signature: _____

Date: _____

