

# Tool Hire Form

**This document is to be read in conjunction with Kirby's Standard Terms & Conditions of Sale and Tool Hire Terms and Conditions.**

**Tool hire charges are daily at a rate of \$45 per day.**

A \$1000.00 holding invoice (deposit) will be applied to the account for all hire periods, with the amount being credited on the return of the tool kit as set out in the terms and conditions.

The maximum rental period is 7 days for any hire term including continuation of hire, re-hire or extension. A minimum notice period of 48 hours is required prior to booking to ensure availability of product for any hire term including continuation of hire, re-hire or extension.

Tools deemed lost will incur a fee of the current list price plus GST for the product for all tools not returned before COB at the end of the agreed rental period. In this case, the fee payable is inclusive of the \$1000.00 deposit. Should the tool be returned in poor condition a service fee will be applicable for any repairs or rectification works required with the deposit being retained by Kirby.

---

**Hirer:**

Company: ..... ABN: .....

First Name: ..... Surname: .....

Address:.....  
.....

Email: ..... Phone: .....

Signature: ..... Date: \_\_ / \_\_ / \_\_\_\_

**Internal use only:**

Branch ..... Kirby representative name.....

Hire period: Commencement date \_\_ / \_\_ / \_\_\_\_ Return date \_\_ / \_\_ / \_\_\_\_

Details of product hired  
.....  
.....

Customer account number:  
.....

## **Tool Hire Terms & Conditions**

### **This document is to be read in conjunction with Kirby's Standard Terms & Conditions of Sale.**

- 1.1** Unless otherwise agreed in writing, the Customer must pay a periodic charge and associated charges, including for repair and replacement of any component, for the hire of the tool as set out in the Tool Hire Schedule, available upon request from any Kirby branch or by contacting Kirby via its website.
- 1.2** The period of hire shall commence on the date of delivery or collection and cease on the date upon which the Tool(s) in their complete form are returned to Kirby.
- 1.3** The hire charge covers the provision by Kirby of services associated with the Tool(s), including but not limited to, cost of tracking, periodic testing and routine maintenance of the device (including labelling).
- 1.4** The Customer must, at their own cost, return all Tools to Kirby or a Kirby authorised agent at their premises prior to the agreed period of hire ceasing. Tools are not deemed 'returned' until received by Kirby (or a Kirby authorised agent) and Kirby provides to the Customer a written receipt in Kirby's printed format, acknowledging the return.
- 1.5** On receipt of each invoice including Hire charges, the Customer is required to verify the total charges and the Customer will be liable to Kirby for the amount shown on the invoice.
- 1.6** Kirby will charge a deposit upon supply of the Tool(s), the deposit will be per the rate schedule. Once the Tool(s) are returned to Kirby in a clean, safe and serviceable condition, Kirby will refund the deposit (or appropriate part thereof) to the Customer.
- 1.7** All tool(s) remain the property of Kirby and the Customer shall be a bailee of any Tools and shall not sell, offer for sale, mortgage, charge, or create any lien or encumbrance over the Tool(s).
- 1.8** The Customer shall not repair, modify, tamper with, or replace the Tool(s) or Components of the Tool(s). In the case a tool is returned with any modifications the full fee as set out in the Tool Hire Schedule will be charged. In the case, a tool is damaged or involved in an accident the customer will be required to provide a full written report to Kirby within two days of the incident.
- 1.9** Customer shall be responsible for the safe use and storage of all Tools and shall not use the Tool(s) for any purpose outside the guidelines of operation as stated in the operation manual.
- 1.10** The Customer shall be responsible for any loss or damage to the Tool(s). Compensation shall be at Kirby's current replacement cost for a Tool or any of its components as set out in the Rate Schedule and as varied from time to time by Kirby to reflect the current Tool replacement value with such revision notified on an invoice. The customer is also responsible for the loss or theft of the equipment.
- 1.11** A Tool will be deemed lost if the Customer reports that Tool or any of its components lost to Kirby or the tool has not been returned by the end of the hire agreement, whichever is earlier.
- 1.12** Kirby will invoice the Customer for the replacement cost of a lost Tool. If the Tool is returned in good order within 6 months after the loss, the replacement cost amount paid by the Customer will be refunded less the applicable hire charges incurred through the extended period. If the Tool is returned 6 months or more after the date of the loss no refund of the replacement cost charged will be issued.
- 1.13** In the case a customer breaches any clause within this contract, becomes bankrupt, insolvent or ceases the business Kirby is entitled to terminate this contract and/or sue for recovery of monies owed/ repossess the tool.

Kirby may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so. Kirby reserves the right to make changes to these hire contact conditions by giving notice of the amendments to the customer by publishing the updated terms and conditions to their website [www.heatcraft.com.au](http://www.heatcraft.com.au)