



**Echo Ecology and Surveying**  
ABN 73 162 118 710  
PO Box 4132 Crescent Head  
NSW 2440 Australia  
**Ecology** - 0423 801 779  
**Surveying** - 0418 604 460  
**E:** info@echoecology.com.au  
**W:** echoecology.com.au

## Terms and Conditions of Hire

In these hire terms and conditions, the following definitions apply:

- EES means Echo Ecology Pty Ltd, trading as Echo Ecology and Surveying
- Customer means the individual or organisation hiring the equipment
- Hire agreement means the booking confirmation which lists the hire items sent via email
- Equipment means the goods listed on the hire agreement

### 1. Hire Period

The hire period commences and concludes on the dates nominated on the hire agreement.

### 2. Delivery and Return of Equipment

Delivery of the equipment to the customer shall take place from the EES premises or another location as nominated by EES. The delivery of the equipment to the customer is included in the hire fee. The customer will arrange to return the equipment to the nominated location at the customer's risk and customer's expense.

### 3. Customer's Covenants

The customer agrees with EES that:

- a) The equipment shall remain the property of EES unless otherwise agreed.
- b) The customer shall not sell, hire, charge, pledge, or part with possession of the equipment.
- c) The customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or allow any other person / persons to do so.
- d) The customer accepts full responsibility to guard the equipment against and be solely responsible for theft, all damage or negligence until it has been returned to EES. In respect of theft, damage, or loss of equipment, the customer agrees to replace the equipment at full replacement value as notified by EES.
- e) Any damage to the equipment in excess of normal wear and tear will be repaired or replaced at EES's discretion at the customer's expense.
- f) The customer must notify EES of any equipment requiring repair when returned to EES.

- g) The customer shall obtain adequate public liability insurance to cover both EES and the customer against possible equipment malfunction or failure during the hire period.
- h) The customer agrees to accept full responsibility for all fauna caught or trapped in the equipment
- i) The customer agrees to obtain all necessary licences and permits to use the hired equipment.
- j) EES shall be indemnified for any loss or damage arising out of the use of the hired equipment and as a result of the hirer's acts or omissions, be they intentional, negligent or accidental.
- k) The customer shall not cause any repairs or other such work to be done on the hired equipment without the prior approval of EES.
- l) The customer shall be solely responsible for any loss or damage arising out of the use of the hired equipment and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, or unauthorised acts of agents of the hire or acts of the hirer's employees, such acts occurring otherwise than in the course of his or her employment.
- m) The customer is responsible for establishing competency of personnel operating or interpreting results from the equipment.
- n) All equipment will be returned clean in working order, or EES will charge the hirer to bring it to this condition.

#### **4. Warranty**

EES warrants that each item of equipment hired is of merchantable quality and fit for the purpose for which it was designed. The customer acknowledges that it has not relied upon any statement by EES in respect of the customer's purpose for the use of the equipment and that EES is not responsible or liable for the failure of that equipment to perform for the purposes required by the customer nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.

#### **5. Cleaning fees**

If any equipment is returned to EES in an unsatisfactorily dirty condition, a cleaning fee of \$80 per hour will apply. The cleaning fee will be applied to, and itemised on, the customers invoice.

#### **6. Sundry**

The above conditions constitute the entire agreement between EES and the customer with respect to the equipment and shall not be amended except in writing signed by both parties and the customer does acknowledge and agree that all other warranties or the suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.

**7. GST**

All prices exclude GST

