

AROC Event Equipment Hire Agreement

Shires of Dowerin, Goomalling, Northam, Victoria Plains, Chittering and Toodyay

OBJECTIVE

The local government members of the Avon Regional Organisation of Councils (AROC) support their communities hosting of events and festivals through the purchase of significant event equipment and making it readily available for hire.

TERMS & CONDITIONS OF HIRE

Terminology

The words "the Hirer" include the servants, agents, or contractors of the hirer joint and severally.

The words "the Owner" include the servants, agents, or contractors of the owner.

The term "Equipment" means any equipment hired by the owner to the hirer and includes all equipment, accessories, parts and items and/or device affixed thereof or supplied therewith.

Hire Conditions

All hire applications are subject to availability on a "first in basis".

Where there is a conflict of dates each party will be notified but equipment will be provided to the first confirmed Hire Agreement.

Preservation of Property

The Hirer shall not alter, make any additions to, deface, erase any identifying mark and/or number and/or letter on, or in any other manner interfere.

Terms and Charges

The hirer will pay charges at the rate, and in the manner specified from the commencement of hire until:

- a. The hirer collects and returns the goods to the premises of the Shire of Dowerin.
- b. The hiring is personal to the hirer and is not assignable to any person, persons or company whatsoever.
- c. Hire rates are based on hours of usage: 24 hours (1 day)
- d. If the hirer uses the goods outside the hours shown, he will be liable to pay the Owner for the excess
- e. Any lost, missing or damaged equipment remains on a chargeable hire until full restitution is made.

Inspection and Warranty

The hirer acknowledges that he has inspected the goods and;

- a. Is satisfied that they are in a clean condition and in a good and substantial order, repair and condition.
- b. Is aware of the proper use for which the goods are designed and will use strictly in accordance with this purpose.
- c. Is aware of the proper operating procedure for the goods supplied.
- d. Will service the goods, at your own expense, in a proper manner and supply all the necessary service and maintenance.
- e. Will supply at your own expense all fuel necessary for operation of the goods.

In the event of a breakdown or failure which in the opinion of the Owner is caused by fair wear and tear, the Owner:

- a. Will at your own expense restore the goods to working condition as quickly and as reasonably possible.
- b. Will not hold the Hirer liable to the hiring charges calculated on an hourly basis, while the goods are in-serviceable providing the Hirer notifies the Owners within 24 hours.

Loss, Damage and Cleaning

If on return the goods are found not to be in clean condition and not in good and substantial order and repair (fair wear and tear excepted) the Hirer shall pay the Owner the cost and expenses of restoring the goods to clean condition and/or good substantial order and repair.

The Hirer accepts full responsibility to compensate the Owner at present day sale value for the goods or parts thereof which may be damaged, lost or stolen from the time of commencement of the hire or delivery, whichever is earlier, until the goods are returned to the Owners premises.

Indemnity

The Hirer shall be responsible for and liable for all statutory conditions and regulations. The Hirer hereby indemnifies and hold indemnified the Owner from and against all claims, actions, suits, demands, costs and expenses, including all legal costs and expenses, in any way arising out of the use of the goods between the commencement of the hire and / or delivery date, whichever the sooner, until the return of the goods to the Owner, whether caused by the negligence of any person whatsoever, or arising out of the condition of the goods or the use to which they are put, or otherwise, whatsoever.

Insurance

Transit
On site

Force Majeure

The Owner will not be liable for a breach of contract due to any matter or thing beyond the Owners control including (but not limited to) fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion or accident.

Disputes

These terms and conditions shall be governed by the laws of Western Australia and each party submits to the non-exclusive jurisdiction of the Courts of Western Australia, the Federal Court, and the High Court of Australia.

Terms of Payment

The Hirer agrees to pay cash (Cash, Cheque, Visa Card, Bank Card and EFTPOS) for the hire of the goods or as arranged with the Owner unless the Hirer and Owner have previously arranged trading terms.

The Hirer agrees to pay interest on overdue accounts and dishonoured cheques.

The Hirer agrees to pay all debt collection fees and disbursements, including the cost of services of any debt collector or any other party to collect any account or dishonoured cheque.

All losses, breakages, additions and credits will be invoiced as a separate amount after the event and is payable within 7-days of receipt.

Operation

Operation and conditions apply for each piece of equipment. It is the Hirers responsibility to familiarise themselves with these instructions to correctly use and maintain equipment.

FEE SCHEDULE:
(Plus GST)

MOBILE TOILET VAN

GOLD STAR

Not for profit community events (if their Shire is an AROC member) \$100.00 per day

SILVER STAR

Not for profit community events (if their Shire is not an AROC member) \$200.00 per day

BRONZE STAR

Corporate, commercial groups \$300.00 per day
A 10% discount applies to corporate and commercial groups if their Shire is a member of AROC.

LIGHTING TOWER

GOLD STAR

Not for profit community events (if their Shire is an AROC member) \$ 50.00 per day

SILVER STAR

Not for profit community events (if their Shire is not an AROC member) \$100.00 per day

BRONZE STAR

Corporate, commercial groups \$200.00 per day
A 10% discount applies to corporate and commercial groups if their Shire is a member of AROC.

Mobile Toilets

These conditions shall form part of the Terms & Condition of Hire and relate specifically to the usage of the Mobile Toilet Van:

1. Pick site and level caravan left to right by placing blocks under wheels.
2. Level caravan with jockey wheel.
3. Drop front and rear stands down.
4. Remove steps from store room and fit on side of caravan
5. Fit hand rails.
6. Open roof hatches.
7. **Check that main drain valve is closed.**
8. Connect mains water to caravan and remove air in line by turning on sink taps.
9. If required connect 240 volt / 15 amp cable
10. Check that consumables are full and lock store room doors. **CARAVAN NOW READY FOR USE**

BEFORE RETURN THE CARAVAN MUST BE SERVICED / EMPTIED BY A QUALIFIED SEPTIC TANK CLEANER.

- ◆ Connect drain hose from waste truck to waste outlet. Open drain cock and pump out waste. Before removing hose, turn on rear tank cleaning jets for 2 minutes (tap found under caravan at rear). Turn off and repeat at front of caravan (tap found under front of caravan).
- ◆ Disconnect mains water from caravan.
- ◆ Flush all toilet cisterns.
- ◆ Pump out remaining waste, turn off drain valve and disconnect waste hose.
- ◆ Remove 240 volt cable if connected.
- ◆ Remove steps and hand rails and secure in store rooms.
- ◆ Wind up legs and fold up.

WARNING: CARAVAN NOT TO BE MOVED WITH LIQUID IN TANK

Lighting Tower

These conditions shall form part of the Terms & Condition of Hire and relate specifically to the usage of the Lighting Tower:

Note: If Hydraulic pump operates for more than 4 mins continuously, allow to cool down for 20 mins.

The hydraulic motor is fitted with a thermal overload cut-out switch on the outside of the motor. Once the peak operating temperature has been exceeded (approx. 4 mins of continuous running), the motor will not be operable until it cools down. This may take up to 40 minutes. Use hydraulics economically.

SET UP

- ◆ Operator to be familiar with safety precautions (Refer Safety Precautions)
- ◆ Check all fluid levels, **turn off isolator switch.**
- ◆ Level tower, lower stabiliser legs so they are firm on the ground.
- ◆ Ensure lenses are clean. Do not touch lamp itself. Wash lamp with spirits if touched
- ◆ Release load binders to lights

START UP PROCEDURE

- ◆ Switch on isolator switch.
- ◆ Ensure main circuit breaker (RCD) is turned off but sub-circuit breakers are switched on.
- ◆ Check emergency stop buttons are disengaged (if applicable).
- ◆ Turn key ON to preheat.
- ◆ Start engine.

OPERATION

- ◆ Raise boom to required position.
- ◆ Extend scope – this will only extend further than 2 metres if the boom is in the vertical position.
- ◆ Swivel boom to required position. This is only possible when boom is vertical.
- ◆ Lock the swivel by tightening swivel bolt or fitting the securing pin and clip.
- ◆ Turn on RCD to get lights on and adjust the light tilt to the required position. (This is best done by viewing the workface or area to be lit while adjusting the tilt.
- ◆ Close cabin doors.

SHUT DOWN PROCEDURE

- ◆ **IMPORTANT!** Switch off lights first by switching RCD off.
- ◆ Lower light tilt until fully in downward position.
- ◆ Lower the scope until fully retracted. (This is essential before lowering boom horizontally.)
- ◆ Centralise the boom, then tighten swivel bolt or refit securing pin & clip at drawbar end.
- ◆ Lower the boom horizontally into the cradle.
- ◆ Stop the engine.
- ◆ Switch on isolator switch.
- ◆ Tie down lights with load binders before towing. Lift stabiliser legs.
- ◆ Raise or lower jockey wheel to suit vehicle height. (Do not drive away with wheel down.)

WARNING! An engine operating at low speed will produce low voltage, therefore driving a high current which can burn out the alternator, AVR or lights. Never let the tower run out of fuel. To avoid down time, keep air cleaners clean and engine up to service.