



Broome Hire Centre
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Effective 1 SEPTEMBER 2022

Booking:

- BHC will tentatively book over the Telephone, Email or Website and hold booking for a period of 48 Hours.
- A deposit of 50% of total hire cost is required within 48 hours to confirm the booking. Final payment is required at least 30 days prior to commencement of hire. After this date, we will do our best, but we cannot guarantee availability.
- BHC reserves the right to cancel bookings if payments are not received within the specified period.

Booking / Hire Period:

- All Equipment will be charged on a "Time Taken" and not "Time Used" Basis.
- All Equipment is hired on calendar day timeframe.
- All Equipment is hired for specified dates on Rental Agreement only. BHC will make every effort to accommodate extensions to the original hire period, however we cannot guarantee that an extension will be possible.
- Collection and Return times are to be within the Standard opening hours of BHC. 1st April to 20th December - Mon-Fri 8.30am to 4.00pm, Sat & Public Holidays 8.30am to 12.00pm.
- After hours Collections and Returns may be arranged prior to hire period. A fee may apply.
- All Equipment to be Collected and Returned to BHC depot.
- Delivery and pick up of Equipment is also available. A fee may apply.

Cancellation Policy:

- A Cancellation of Hire greater than 30 days before commencement of hire period will receive a full refund.
- A Cancellation of Hire within 30 days but greater than 14 days before commencement of hire period will receive a 50% refund of hire cost.
- A Cancellation of Hire within 14 days of commencement of hire period will have the hire cost forfeited.

Early Returns:

- There are no refunds, partial or otherwise, and no future credit accrued

as a result of early return of any Equipment.

Late Returns:

- All equipment is booked on a calendar day basis. EG Pick up 1 Jan Return 7 Jan is 7 days.
- A hirer may be charged the retail price for any equipment required to be purchased to fill another hirers order due to an unauthorised late return
- BHC is to be notified as soon as possible if the hire is going to be late for any reason

Equipment:

- All equipment will be supplied in a well maintained condition
- BHC will test all equipment before the commencement of hire
- BHC will not be held responsible for the breakdown of equipment whilst on hire from unforeseen circumstances.
- The Hirer will be charged for the replacement or repairs to any damaged equipment.
- BHC reserves the right to decide at our discretion if damaged equipment can be repaired or replaced.
- BHC will not be held responsible for any injury or damage to the hirer or a 3rd party/property due to incorrect usage or unforeseen faults of the Equipment
- BHC is to be informed as soon as possible if equipment is faulty or requires replacement. NO refund will be processed for repairs or replacement equipment without prior notice.
- BHC takes no responsibility for the lack of coverage or poor signal strength on all satellite phones.
- Satellite Phone Hire includes \$5.00 of usage, with additional calls or texts being charged to the Customer at: Calls - \$1.00 p/min, Text - \$0.50 p/text.

Cleaning of Equipment:

- All equipment to be returned in a clean and undamaged condition.

Repairs and Damages to Equipment:

- If equipment is returned damaged or inoperable the hirer agrees to pay BHC the reasonable cost of the repair or replacement in the event that an item is not repairable or not cost effective to repair.
- All damages to Equipment while in the possession of the Hirer must be reported immediately to BHC.
- All repairs are to be undertaken only if authorized by BHC using qualified service personnel approved by BHC.

Accident, Damages and Liability:

- The Hirer must report to Police and BHC any accident, malicious damage and/or theft involving the Equipment.
- The Hirer and all parties using any of the Equipment with or without the express permission of the Hirer, understands and agrees that BHC shall not be liable for any costs or damages, loss or inconvenience incurred by the Hirer or any other such party as a result of theft of or from any of our equipment during the period of hire or due to or arising from any breakdown

of the Equipment whether caused by fair wear and tear or any reason whatsoever during the period of this agreement. This includes costs such as accommodation, meals, flights, car hire, phone calls, or any other costs incurred by the hirer.

- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, indemnifies BHC and any related parties with respect to any and all costs, damages or injuries (including damages and injuries to third parties) incurred through the use, misuse or accident arising from the use or misuse of any Equipment whether by negligence of BHC or otherwise.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, also indemnifies BHC and any related parties with respect to any and all costs, damages or injuries incurred through items left in or with the Equipment which are received, handled or stored by BHC before, during or after the hire period whether by negligence or otherwise.
- The Hirer indemnifies BHC against all damage to persons and property in relation to the Hirer's use and control of the Equipment.
- The Hirer understands and agrees that BHC is not accountable for any damage or costs to the Hirer as a result of damage to any towing vehicle.
- BHC gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the Equipment's merchantability or fitness for any particular purpose or use.
- Should the recovery of outstanding monies be warranted, the inclusion of all cost incurred to recover the money including, but not limited to, interest accrued, court costs, legal fees etc, will be at the expense of the Hirer.

Liability:

- A \$500.00 excess is payable by the hirer in the event of damage or loss through accident/fire/theft when all conditions of hire are met. (Excluding immersion in water).
- The hirer will be responsible for the total cost of the repairs / replacement cost if any of the conditions of the agreement are breached.

Payment:

- BHC accepts payments in Cash, Eftpos and Electronic Funds Transfer.

Booking Number: _____

Name: _____

Signed By Hirer: _____

Date: _____

BHC Employee: _____