



www.eurekagas.com.au
 Doritec Pty Ltd t/a Eureka Gas
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Balloon Gas 4 Day Hire Agreement

| | | |
|--------------------------------------------------------------|-----------------------------------------------|---------------------------|
| THIS AGREEMENT IS BETWEEN DORITEC PTY LTD AND: | | |
| FULL NAME OR BUSINESS | | CONTACT NAME IF BUSINESS |
| STREET ADDRESS | | SUBURB |
| PHONE | HIRERS DRIVERS LICENCE NO. AND STATE OF ISSUE | A.B.N. NUMBER OF BUSINESS |
| EUREKA STAFF: PLEASE SCAN THE CLIENTS DRIVING LICENCE | | |

Please Note:
 This form is for a 4 DAY balloon gas equipment hire.
 The hire comprises the items ticked in the panel on the right.
 The fees payable are listed below.
 By signing this agreement you agree to the terms and conditions on this and the reverse side of this form.
 Hire days end at 4.30 pm Monday-Friday and 1pm Saturday.
 Hires that end on weekends after 1pm Saturday or on public holidays should be returned the following day

FEE SCHEDULE (INCLUDING GST)

- 1. Gas Price**
REFER TO PRICE LIST FOR CURRENT PRICING
- 2. Hire fees for the hire term**
Cylinder hire is included in gas price
Regulator hire is \$9.90 per regulator
- 3. Deposit**
Deposit per cylinder is \$55
- 4. Overdue fees**
\$3.30 per cylinder and or regulator per day or part thereof
- 5. Payment Terms**
Payment at time of order unless on account

HIRE TERM IS 4 DAYS

IF THE 4TH DAY FALLS ON A WEEKEND OR VIC PUBLIC HOLIDAY PLEASE RETURN THE CYLINDER THE FOLLOWING DAY

CHARGES APPLY FOR EXTENDED HIRE

HIRED ITEMS

- GAS CYLINDER SIZE D
- GAS CYLINDER SIZE E
- GAS CYLINDER SIZE G
- BALLOON GAS REGULATOR

Customer Signature:

Please also print your name here:

Date:

TERMS AND CONDITIONS OF HIRE

1. Definitions

"The Hirer" is the person whose name and signature appear on the front of this hire agreement.

"Equipment" means all goods, equipment, consumables, and accessories supplied on a hire basis.

"Hire Period" means the period of time elapsed between the hirer receiving the goods and the time and date on which they are returned.

"Initial Hire Period" means the period 'ticked' on the front of this agreement (or part thereof).

"Returned Goods" means hired goods that have been returned and have a "return receipt" issued by Eureka Gas.

"Good condition" in reference to hired equipment means the condition the equipment was in when the customer received and returned it.

"Damage" to equipment includes any physical damage caused by whatever means, and also includes defacement or failure to return the equipment in a clean condition.

2. Basis of Contract

2.1 The terms of this hire agreement cannot be varied without the written consent of Eureka Gas

2.2 Written quotes are valid for 7 days only. Where an inconsistency between our quote and our standard terms and conditions exists, the latter will prevail.

2.3 Our quoted prices include GST where applicable.

2.4 Title in the equipment remains at all times with Eureka Gas. Ownership of the gas content of the cylinder/s passes to the customer upon payment of all fees.

3. Hire Charges and variations

3.1 A deposit is required for all balloon gas equipment hires (see front page).

3.2 The hire period is 4 days or part thereof.

3.3 The hire rate is our standard advertised price prevailing at the time of hire.

3.4 Overdue fees are applicable if the equipment is not returned to Eureka Gas by the expiry date/time. Overdue fees are stated overleaf and are due on the date of issue.

3.5 Hire periods expire at 4.30 pm Monday to Friday and at 1pm on Saturday

3.6 Where a hire period ends outside our normal business hours the equipment must be returned between 8.45 am and 4.45 pm on the following business day (excluding public holidays).

3.7 The hirer is liable for any damage (including defacement) caused to the hired equipment by whatever means, and for loss of all or part of the equipment.

3.8 Hire commences on the 'Date of Hire' stated overleaf

3.9 The terms of hire exclude delivery, assembly, or operation of the equipment.

3.10 Goods are not deemed to have been returned unless a receipt is issued by Eureka Gas. A return receipt does not constitute acceptance by Eureka Gas of the condition of the equipment (see cl. 4.3)

4. Invoice, Payment, Deposits

4.1 All goods and services provided under this agreement will be listed in our invoice.

4.2 Payment of the hire charges, accessories, deposits, and other goods & services requested, must be paid for in full at the time of order unless otherwise agreed to in writing. We accept cash, Visa, MasterCard, and EFTPOS.

4.3 The deposit will be refunded to the customer when Eureka Gas has verified that the hired equipment is in good condition. This may take up to 48 hours after the return of the equipment.

4.4 A deposit may be forfeited if the hired equipment is not returned in full, is not in good condition, or is not returned by the expiry of the hire period.

4.5 In the event of damage to the equipment whilst in the hirers' possession, Eureka Gas at its discretion may elect to replace or repair the equipment, and the customer agrees to pay in full for replacement or repair of the equipment.

4.6 Subject to the terms and conditions of this agreement, in the event that this hire agreement incurs any charges in addition to those initially invoiced, the hirer hereby agrees to pay such charges to Eureka Gas and where payment has been made by credit card the customer authorizes Eureka Gas to debit the hirers credit card nominated overleaf, for all such charges.

4.7 Overdue payments attract penalty interest at the prevailing CBA overdraft rate, calculated on the daily balance.

4.8 The hirer agrees to pay to Eureka Gas all costs incurred in recovering equipment and or monies owed to Eureka Gas by the hirer under the terms of this agreement.

4.9 In the event that the goods are not returned on or before the expiry of the hire period, the hire agreement will continue to be in effect (see cl. 3.4)

5. Delivery and Collection

5.1 This hire agreement excludes delivery, collection, assembly, dis assembly, or operation of the equipment, unless specifically offered in writing. If delivery or collection of the equipment is requested a fee will apply per Eureka Gas' schedule of fees.

5.2 The hirer must keep the equipment safe, dry, and clean.

5.3 The hirer must comply with the operational instructions provided by Eureka Gas, and with all state and federal laws pertaining to the storage, handling, and use of helium gas.

5.4 In the event that Eureka Gas is required to collect the equipment from the hirer, by reason of the hirers breach of this agreement or at the hirers' request, the hirer agrees to pay to Eureka Gas' the equipment pick up fee listed in Eureka Gas' schedule of fees.

5.5 Customers are deemed to have checked that the goods are in good condition upon taking delivery of them.

5.6 Removal of the seal from a cylinder valve constitutes irrevocable acceptance that the cylinder and gas contents are to specification.

5.7 Cylinders are checked for correct weight by Coregas (Eureka Gas' supplier), and the cylinder outlet is plugged. Eureka Gas then applies a shrink wrap seal to the cylinder valve. Eureka Gas cannot issue refunds where the cylinders plug or shrink wrap is missing or broken.

5.8 Where Eureka Gas is required to collect the goods from the customers' stored location, the customer hereby grants Eureka Gas unfettered access to the goods. If the goods are not given up to Eureka Gas a return visit will be scheduled at an additional charge.

6. Responsibility of Hirer

6.1 The hirer bears all risk associated with the transport, storage, and use of the goods

6.2 The hirer will keep the goods in a safe place, and will not relocate them

6.3 The hirer is responsible for any loss of or damage to the equipment and indemnifies Eureka Gas from any such claims

6.4 The hirer is responsible for any consequential damages caused by the possession or use of the goods and indemnifies Eureka Gas from any such claims

6.5 The hirer is responsible for complying with all laws relating to the transport, storage, and use of the goods.

8. Severance and Governing Law

8.1 Any provision of this agreement which is wholly or partially invalid, unenforceable, illegal, void, or void able, may be severed from the agreement without materially affecting the legality of the agreement as a whole.

8.2 This agreement is governed by the laws of the state of Victoria.