



***NORTH MOTORCYCLE RIDERS ASSOCIATION of
TASMANIA INCORPORATED***

**P.O. Box 241 Kings Meadows 7249
Ph 0417 881 441**

PORTABLE STAGE

CONDITIONS OF HIRE AGREEMENT

- 1 ACCEPTANCE:** The Owner will accept this offer on completion of Hire Application form.
- 2 DEFINITIONS:** In this agreement the following expressions shall unless the context otherwise requires have the meaning set out after the same respectively:-
 - A. "The Hirer"** means every person who signs this agreement as Hirer and every other person by that authority actual implied or ostensible this agreement signed.
 - B. "The Owner"** means The North Motorcycle Riders Association of Tas Inc.
 - C. "The Vehicle"** means the vehicle described herein and all tyres, tools, accessories and equipment in/on or of such vehicle.
 - D. "Period of Hire"** means the period of Hire referred to on the hire contract.
 - E. "The Return date"** means the return date referred to on the hire contract.
 - F.** All promises by the Hirer contained or implied herein shall be made by the Hirer, if more than one, jointly and severally.
- 3 THIS IS THE ONLY AGREEMENT:** The Hirer and the Owner agree that this agreement embodies the only agreement between them relating to the vehicle and the hire thereof.
- 4** If the vehicle is stolen from the Hirer the period of hire may be determined by the Hirer giving to the Owner by registered post at the above notice in writing of the date and place of the theft and the circumstances in which it took place.

5 TOTAL CHARGE:

A. The total charge for the hiring consists of the following:-

- (i) Establishment costs, damage and other charges in accordance with the rates if any set out under the respective headings on the front hereof or otherwise in accordance with the owner's schedule of rates current on the return date.
- (ii) The amount of all loss of/or damage to the vehicle during the period of hire.
- (iii) All tolls, levies, charges, taxes, parking fees and penalties made or imposed by a State, Federal, Municipal or statutory authority in respect of the entry or presence of the vehicle upon or in any particular area during the period of hire and any road maintenance tax or similar tax incurred in respect of the use of the vehicle during the period of hire.

B. The Hirer shall pay the total charge to the owner as follows:-

- (i) So much as accrues due *on* or before the return date shall be paid daily as and when the same accrues due.
- (ii) So much as accrues due *after* the return date shall be paid daily as and when the same accrues due.

C. The Hirer shall pay the owner interest at the rate of 10% per annum upon all overdue payments.

6 REPOSESSION:

A. The Owner may without notice to the Hirer retake possession of the vehicle if:-

- (i) The Hirer is guilty of any breach or non observance or non performance of the provisions of this agreement.
- (ii) The Hirer does or suffers or permits to be done or has done or suffered or permitted to be done any act which would or might bring about the avoidance of any policy of insurance in respect of the vehicle.
- (iii) The Hirer does or suffers or permits to be done any act of bankruptcy or execution upon the property of the Hirer or other act whatsoever which does nor might prejudice the control of the vehicle by the Hirer or the control of the vehicle by the Owner or the ability of the Hirer to pay the total charges or any part thereof.

B. The Hirer indemnifies the Owner against all costs, claims, demands or causes of action by the Hirer or any other person arising out of or relating to the retaking possession of the vehicle by the Owner after the return date or in accordance with clause 6(a) hereof on or before the return date.

7. LEGAL PRECEEDINGS:

In any legal proceedings between the Owner and the Hirer a certificate purporting to be signed by a Executive member of the Owner shall be prima facie evidence of the facts stated therein so far as the same state or are evidence of:-

- (a) The period of hire.
- (b) The condition of hire.
- (c) The amount owing by the Hirer to the Owner in performance of or in respect of any breach of this agreement.
- (d) The facts constituting any breach or non observance or non performance by the Hirer or the provisions of this agreement.
- (e) The costs to the Owner or the reasonable cost of making good any breach or non observance or non performance by the Hirer of the provisions of this agreement.

“LET THOSE WHO RIDE DECIDE”