

HIRE AGREEMENT MADE ON

BETWEEN: and

(Hirer)

FEARON SHOLTO INVESTMENTS PTY LTD Trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. is the owner of the Equipment. The Hirer intends to hire the Equipment.....commencing at.....on.....and finishing at.....on.....("Hire Period") at the total rate of \$.....agrees to hire the Equipment to the Hirer on the following conditions:

1. INTERPRETATION

The "Equipment" means
Serial#

"Hire Agreement" means this agreement.

2. ACCEPTANCE AND DELIVERY

This Hire Agreement is binding on the parties upon delivery of the Equipment. Delivery of the Equipment is when the Equipment is delivered in accordance with the Hirer's instructions.

3. INSPECTION

3.1 Where the Hirer or its agent inspects or examines the Equipment prior to entering into this Hire Agreement, the Hirer acknowledges that:

- (i) The Equipment is in good working order.
- (ii) The Hirer or its agent understands the proper uses and purposes for which the Equipment is designed and supplied, and
- (iii) The Equipment is fit for the purpose or purposes for which the Equipment is required.

- 4.1** The Hirer agrees to return the Equipment to FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. on or before the expiration of the Hire Period. If the Hirer fails to return the Equipment prior the expiration of the Hire Period, the Hirer will be in default under this Hire Agreement and will be liable (without prejudice to any other rights that the hirer may have) for all costs, losses and damages incurred in recovery of the Equipment or otherwise for the costs of Hire of the Equipment for such further period as the Equipment is retained by the Hirer.
- 4.2** The Equipment shall at all times remain the sole property of FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. and the rights of the Hirer shall be no more than a contractual right to use the Equipment for display purposes only.

4. HIRER'S OBLIGATIONS

- 5.1** The Hirer undertakes and agrees that:
- (i) It shall at no time during the Hire Period or thereafter part with possession of the Equipment without the prior consent from FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. the owner in writing of the hirer being first obtained;
 - (j) It shall not sell, purport to sell, offer for sale, hire or lease, mortgage charge pledge, offer or purport to offer a lien in respect of or in any other way or manner deal with the Equipment.
 - (ii) It shall ensure that the Equipment is kept in a safe and secure location and exercise all diligence in the use of the Equipment.
 - (iii) It shall return the Equipment to FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. in good working order and condition on or before the expiry of the Hire Period.

- 5.2** If the Equipment is in any way damaged by the Hirer or any other person while in the possession of the Hirer or otherwise, the Hirer shall be liable and responsible for all costs and expenses of X in the repair reinstatement or replacement of the damaged Equipment and shall fully indemnify FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. for any costs, expenses or damages.
- 5.3** The Hirer acknowledges that the Equipment cannot be used on public roads and undertakes not to use the Equipment in these areas. The Hirer also acknowledges that there are specific safety requirements regarding the use of the Equipment, including but not limited to the minimum age of the user of the Equipment being over 16 years of age. A representative of THE REGISTERED OWNERS OF THE EQUIPMENT will train the permitted users of the Equipment. The Hirer agrees that only those users trained by.....are permitted to use the Equipment and are over 16 years of age and agrees to follow all directions provided by.....regarding the safe and proper use of the Equipment.

6. WARRANTIES

- 6.1** FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. gives no warranty in respect of the Equipment or its condition except those warranties implied by the *Trade Practices Act 1974* (Cth) or any applicable Queensland legislation that may apply to this Hire Agreement which cannot be contracted out by the parties. To the extent that any warranties implied by Statute or otherwise can be excluded, it is agreed that they shall be so excluded from this Hire Agreement. Where permitted by Statute the liability of X for breach of any warranty implied into this Hire Agreement shall at the option of X be limited to:
- (i) the replacement of the Equipment or the supply of similar equipment: or
 - (ii) the payment of the cost of hiring similar equipment.



Jim Henderson
M: 0417 781 178
E: jim.henderson2@bigpond.com
22 Charlotte Street Parap NT 0820

Tours, Sales & Leasing NT

www.segwaytoursnt.com.au

7. INDEMNITY

7.1 FEARON SHOLTO INVESTMENTS PTY LTD and any of its associated companies and or bussiness shall take no responsibility for and shall not be liable to the Hirer or any other person in any claim or action for injury to any person, the property of any person or any indirect or consequential loss (financial or otherwise) arising out of the use of the Equipment by the Hirer or any other person in which negligence on the part of the hirer is alleged and the Hirer hereby agrees to indemnify FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. accordingly.

7.2 The Hirer agrees that it shall use the Equipment in a reasonable and proper manner and as instructed byand shall not repair or attempt to repair or in any way tamper or interfere with the Equipment or do any other act or omit to perform any act or omit to perform any act or to vitiate or restrict in any way the rights of the registered owners of the equipment under any policies of insurance taken out by the registered owners in respect of the Equipment or its use and Hire and the Hirer hereby agrees to indemnify FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. and all its employees accordingly.

7.3 Regardless of any other provisions of these conditions FEARON SHOLTO INVESTMENTS PTY LTD trading as SEGWAY TOURS SALES AND LEASING and SEGWAY TOURS N.T. shall not be liable to pay compensation for any loss, injury or damage sustained by the Hirer and attributable to the Equipment, however the loss, injury or damage may occur.

SIGNED BY:

.....date.....
X

.....date.....
X