Terms and Conditions: Test Equipment Hire

Version 1.0 | Effective date: 12 November 2026 | Applies to hire quotes issued on or after its effective date

These terms apply when Megavar Pty Ltd (ABN 88 104 344 765) hires test equipment to you. "We", "us" and "our" mean Megavar. "You" and "your" mean the hirer named in our quote.

1. How these terms work

1.1 Your hire contract is made up of these terms and our written hire quote (the Quote). The Quote states the equipment, the four day rates for each item, the booked hire dates, the dispatching office, the return deadline, freight, the handling fee, any express dispatch, any bond and the replacement value cap of each item. An item means a separately priced line in the Quote. Accessories supplied as part of that line are included in it unless separately priced. A business day is Monday to Friday, excluding public holidays at the dispatching office named in the Quote.

1.2 If a written agreement signed by both of us governs the hire, it applies according to its own order of precedence. Otherwise these terms prevail over the Quote, except for the item descriptions, prices, rates, dates, freight, handling and express dispatch fees, payment terms, bond, replacement value caps, equipment-specific movement restrictions under clause 10.2 and any long-term rate stated in the Quote, and credit or trade arrangements allowed by clauses 9.2 and 12.1. Any other variation must identify the clause it varies and be accepted in writing by an authorised representative of each of us.

1.3 A purchase order you issue is for your payment authority only. Terms printed on or attached to your purchase order, or any other document of yours, do not form part of the hire contract unless an authorised Megavar representative accepts them in a signed document.

1.4 The terms that apply are those published at megavar.com.au/terms-and-conditions and in force on the date of the Quote. A later version does not change a hire already booked. Earlier versions, with the dates they were in force, stay available on that page.

1.5 These terms do not cover equipment we supply with a Megavar test team, including our 300 kV and 500 kV resonant test sets, which we do not hire without a Megavar team. That work is covered by our Terms and Conditions: Supply of Goods and Services.

1.6 The equipment may be used and kept only in Australia and must not be taken outside Australia.

1.7 Nothing in these terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law, or any other law, that cannot lawfully be excluded, restricted or modified.

2. Quotes, booking and authority

2.1 An enquiry asks for availability and a price. It does not reserve equipment.

2.2 Prices in a Quote are valid for the period the Quote states or, if it states none, 14 days. A Quote does not hold equipment for you.

2.3 You accept a Quote by purchase order, by signing it, or by email confirming acceptance, and your acceptance must reach us within the Quote's validity period. Otherwise we will issue or confirm a fresh Quote. Subject to clause 2.4, the hire is booked when we receive your acceptance. A response that is expressly conditional on different terms is a counteroffer and must be agreed before dispatch. Standard terms printed on a purchase order do not by themselves vary a contract already formed.

2.4 If quoted equipment has been booked to another hirer before your acceptance reaches us, we will tell you within one business day and offer equivalent equipment or other dates. If you do not take up the offer, the hire of that item is not booked, nothing is payable by either of us for it, and we refund anything you have paid for it within 5 business days.

2.5 The person who accepts a Quote on your behalf warrants that they are authorised to bind you.

3. The equipment

3.1 We supply the equipment in working order, with the listed accessories and leads and its operating instructions, and each measuring instrument with a current calibration certificate.

3.2 If the calibration of an instrument falls due during the booked hire, we will tell you before dispatch.

3.3 OMICRON CMC test sets are supplied without a computer. The test module licences for a CMC are held in the CMC itself. You install OMICRON Test Universe on your own compatible computer under OMICRON's licence terms, at a version the CMC's licence supports. Tell us your Test Universe version when you book so we can confirm compatibility.

3.4 You must not update, downgrade or alter the firmware or embedded software of any equipment without our consent.

3.5 Software, firmware and manuals remain subject to their owners' rights and licence terms. You must not copy, transfer or use them beyond the rights supplied with the equipment or separately held by you.

4. Choosing the equipment

4.1 You are responsible for choosing equipment suitable for your test, the plant under test and the site, and for setting up and operating it.

4.2 We take reasonable care and skill in any advice or recommendation we give you about the equipment, and you may reasonably rely on it, whether spoken or written.

4.3 You must tell us the intended test, the plant and any site requirements that may affect suitability. Subject to clause 1.7, we are not responsible for an undisclosed special purpose we could not reasonably have known about. Nothing in this clause excludes responsibility for our own advice, breach or negligence.

5. Hire charges

5.1 Each item is charged at its own day rate, excluding GST, for the rate band that applies. There is no bundle pricing: items hired together are each charged at their own rate.

5.2 The rate bands are 1 to 7 days, 8 to 14 days, 15 to 28 days and 29 to 90 days.

5.3 The rate band is set by the total number of hire days the item is on hire, counted under clause 6, and that band's day rate applies to every hire day of that hire.

5.4 The hire charge for an item is:

(a) for 1 to 7 hire days, the number of days multiplied by the 1 to 7 day rate;

(b) for 8 to 14 hire days, the greater of the number of days multiplied by the 8 to 14 day rate and 7 times the 1 to 7 day rate;

(c) for 15 to 28 hire days, the greatest of the number of days multiplied by the 15 to 28 day rate, 14 times the 8 to 14 day rate and 7 times the 1 to 7 day rate;

(d) for 29 or more hire days, the greatest of the number of days multiplied by the 29 to 90 day rate, 28 times the 15 to 28 day rate, 14 times the 8 to 14 day rate and 7 times the 1 to 7 day rate, unless a long-term rate in the Quote applies under clause 5.6.

5.5 The minimum hire is one day.

5.6 Hire beyond 90 days continues at the 29 to 90 day rate unless the Quote states a long-term rate, which then applies as the Quote states.

5.7 The four day rates in the accepted Quote stay fixed for the item's continuous hire, including extensions and late return.

5.8 Because the band depends on the total hire, the charge is recalculated when the hire ends, and the final invoice adjusts for any difference from amounts already invoiced. Worked examples are in the Schedule.

6. Counting hire days

6.1 A hire day is a calendar day, any part of which falls within the hire period. Times are converted to the dispatching office's local time to count calendar days. A period expressed in hours means elapsed hours.

6.2 Equipment returned in person to the dispatching office's counter before 9.00 am on a business day is treated as returned on the previous calendar day. This does not apply to freight handover or freight arrival.

6.3 For calculating hire charges only, equipment collected in person from the dispatching office's counter after 4.00 pm on a business day is treated as collected at the start of the next calendar day. The minimum of one hire day still applies.

6.4 Weekends and public holidays that fall within the hire period are hire days.

7. When hire starts and ends: freight and transit

7.1 The outbound leg (to you) and the return leg (to us) are treated separately. The rule for each leg applies whoever arranges the other leg.

7.2 Outbound leg. Hire starts:

(a) Megavar freight: at the earlier of delivery to your nominated address and 72 hours after dispatch from our office;

(b) your own freight: when the equipment is handed to your carrier at our office;

(c) collection in person: when you collect it (clause 6.3 applies only to the calculation of hire charges).

7.3 Return leg. Hire ends:

(a) Megavar freight: at the later of handover to our carrier and 72 hours before the equipment arrives at the dispatching office;

(b) your own freight: when the equipment arrives at the dispatching office;

(c) return in person: when you return it to the counter of the dispatching office, subject to clause 6.2.

7.4 On a Megavar freight leg, the first 72 hours of transit are not charged as hire. Any extra delay caused by us or our carrier is not charged either: on the outbound leg, the 72 hours are extended by that delay; on the return leg, the arrival time is brought forward by that delay before the 72 hours are counted back. The adjusted start or end time is then used to count hire days under clause 6. Normal transit beyond 72 hours on a route identified under clause 7.5 remains chargeable. If our carrier loses an outbound consignment, no hire is charged for it. If our carrier loses a return consignment, hire ends at handover.

7.5 Where the normal transit time for a route is more than 72 hours, the Quote will say so.

7.6 Delivery and handover times are taken from the carrier's tracking records or proof of delivery, and dispatch and arrival times from our records. We will provide them for any transit beyond 72 hours that we charge, and on request. These records are evidence, not conclusive proof: either of us may provide other reliable evidence and ask for an error to be corrected.

7.7 For a return by Megavar freight, book the collection with us by 12 noon on the business day before, and have the equipment packed and ready at the booked time. If our carrier attends and it is not ready, hire ends under clause 7.3 by reference to the later actual handover, and you pay the reasonable cost of the failed collection. If it is ready and our carrier does not attend, no hire is charged for the resulting delay. You also pay the reasonable cost of a failed delivery caused by you, for example a wrong address, a closed site or no one to receive it.

7.8 The dispatching office is the Megavar office in Hobart, Launceston, Adelaide or Newcastle that dispatched the equipment, as named in the Quote with its counter hours. Equipment must be

returned to that office by freight carrier or in person, never by post. Returns outside counter hours need prior arrangement.

7.9 The Quote states the freight charge for each Megavar freight leg, the handling fee and the price of any express dispatch. If you change the delivery address, collection address or service after you accept the Quote, we will re-quote the freight.

7.10 Return the equipment in the cases and packing supplied, with all listed accessories, packed and labelled as we instruct.

8. Extending, returning early, postponing and cancelling

8.1 The Quote states the return deadline: handover to our carrier for a Megavar freight return, or receipt at the dispatching office for your own freight or a counter return. To extend, contact us before that deadline. If we cannot agree an extension (for example because the equipment is booked to another hirer or is due for calibration), you must return the equipment by the deadline. Hire charges end at the time worked out under clause 7. If you hand the equipment to our carrier by the deadline, delay after that does not make you late.

8.2 You may return equipment before the return deadline. You pay for the hire days actually used, at the charge for the actual hire under clauses 5.3 and 5.4, and nothing for unused booked days.

8.3 If you cancel a booked item before you take possession of it, the charge for that item is:

(a) with notice 5 or more business days before the scheduled dispatch or collection, nothing;

(b) with notice of 2 to 4 business days, the greater of one day at its 1 to 7 day rate and 5% of its booked hire charge;

(c) with less than 2 business days' notice, the greater of one day at its 1 to 7 day rate and 10% of its booked hire charge;

(d) after it has been dispatched, the charge under (c) plus the freight for both legs actually incurred or unavoidably committed, up to the quoted freight.

8.4 No other hire is charged for a cancelled item, and no cancellation charge applies where you cancel because of our breach. We refund the balance of any prepayment within 5 business days. In clause 8.3, the booked hire charge is the charge under clause 5 for the item's booked hire days, excluding GST, freight and handling.

8.5 We may cancel a booking before dispatch or collection if the equipment is faulty, lost or unavailable because of a prior hire not returned, if we reasonably consider it unsafe to supply, if an event beyond our reasonable control prevents supply, if you are in breach and have not fixed the breach after we ask, or if we need the equipment for our own work. We will tell you promptly, offer equivalent equipment if we have it, and refund anything you have paid for the cancelled item within 5 business days. We are not otherwise liable for the cancellation except where it results from our breach or negligence.

8.6 You may ask once per booking to move the start of a booked hire by up to 30 days, with notice at least 2 business days before the scheduled dispatch or collection. If we agree new dates in writing, no charge applies. If we do not agree new dates, the original booking stands unless you cancel it under clause 8.3. A second request, or a move of more than 30 days, is treated as a cancellation under clause 8.3. A request made after dispatch is charged as one day at the item's 1 to 7 day rate plus the freight for both legs actually incurred or unavoidably committed, up to the quoted freight.

8.7 Either of us may require use of equipment to stop immediately if it is unsafe. We may recall unsafe equipment and will promptly offer a suitable replacement or end the affected hire, refund unused charges and pay return freight, unless the unsafe condition was caused by you. You may end an affected hire if we materially breach these terms and do not remedy the breach within a reasonable time after your notice, with no cancellation charge.

8.8 Returning equipment early under clause 8.2 is separate from ending the hire for default under clause 15.

9. Invoicing, payment and bond

9.1 We invoice the hire charge, freight and handling fee at dispatch for the booked hire period or, if that is longer than 7 days, the first 7 days, and then every 7 days while the hire continues. Invoices before the final invoice are provisional, at the band for the booked total hire. The final invoice after return applies the actual hire days, band and clause 5.4 once, adds any other charges payable under these terms, and we refund any overpayment within 5 business days of it. For a customer who prepays under clause 9.3, the first invoice covers the booked hire charge, freight, handling fee and any bond, and later invoices cover only additional amounts.

9.2 Account customers pay each invoice within 14 days of its date, unless the Quote or your account terms state another period.

9.3 Customers without an approved Megavar credit account, and customers paying by card, pay the booked hire charge, freight, handling fee and any bond before dispatch, and pay for an extension before it starts. Later invoices are due within 14 days of issue.

9.4 Where the Quote states a bond, you pay it before dispatch. After the equipment is returned and inspected, we refund the bond less any amount you owe under the hire contract, and tell you what we have deducted and why.

9.5 A card or debit authority applies only to amounts due under the hire contract. We will give you an itemised invoice for any charge beyond the quoted hire, freight and handling before debiting it, and will not debit an amount genuinely disputed in writing while the dispute is being resolved, provided undisputed amounts are paid.

9.6 We may charge simple interest at 15% a year on an overdue amount from its due date until it is paid. Interest does not accrue on an amount genuinely disputed in writing before its due date while the dispute is unresolved, provided the undisputed balance is paid when due.

9.7 All amounts are in Australian dollars and exclude GST. Where GST applies, you pay it in addition, on receipt of a tax invoice. Where the law requires a single total price to be shown, we will also show the total including GST and other quantifiable mandatory charges.

9.8 Any security of payment legislation that applies to the hire contract applies according to its terms, and nothing in these terms excludes, modifies or restricts it.

10. Using and caring for the equipment

10.1 You must ensure the equipment is used only by competent people trained in its use, in accordance with its manual and within its ratings, and under your own safety system, including permits, isolation, earthing and access control. You are responsible for the test and for safety at the site. Each of us must comply with the work health and safety and electrical safety duties that apply to it. This clause does not transfer or exclude any duty imposed by law, and we remain responsible for our duties as supplier, including the safe condition of the equipment and the safety information we must provide.

10.2 You must keep the equipment secure, protected from weather and in your control. Tell us before moving it to another site, with the new location and a contact. Moving it within Australia does not otherwise need our approval unless the Quote states an equipment-specific restriction.

10.3 You must not open, repair, modify or tamper with the equipment, or remove or deface asset labels, calibration seals or certificates.

10.4 You must not sell, lend, sub-hire (except under clause 12) or part with possession of the equipment, or allow anyone to take a security interest in it.

10.5 You must tell us promptly of any loss, theft, damage, fault or seizure of the equipment. If equipment is stolen, report the theft to police and give us the report reference.

10.6 Test data you store on the equipment is yours. Download it before return. We may erase the equipment's memory after return and are not responsible for data left on it.

10.7 We may inspect the equipment on reasonable notice, subject to your site's access and safety requirements.

10.8 Tell us before return if equipment is contaminated, contains an added hazardous substance or has a damaged or suspect battery, and do not dispatch it until safe packing, decontamination and transport are agreed. Each of us must comply with the dangerous goods rules for the consignments it prepares or arranges. We will provide the equipment and battery information and return instructions you reasonably need. You pay reasonable extra costs only to the extent caused by a condition you are responsible for.

11. Faults during the hire

11.1 If equipment fails or does not work properly, stop using it and contact us promptly using the contact details in the Quote.

11.2 If the fault is not caused by you, we may offer working replacement equipment. If a replacement is not agreed, either of us may end the hire of that item. Clause 11.3 then applies. Nothing in this clause limits your rights under clause 1.7.

11.3 No hire is charged for a faulty item, where the fault is not caused by you, from your report until working replacement equipment is delivered or the hire of that item ends. A replacement continues the same hire. This clause does not restrict your rights under clause 1.7.

11.4 You are responsible for a fault only to the extent it is caused by your misuse, damage, overload, incorrect connection or an alteration we did not approve. We will give you reasonable evidence of the cause. Any charges are subject to clauses 13 and 14.

12. Re-hire to your own customers

12.1 You may hire equipment to your own customer only if you hold a Megavar trade account approved by us in writing. A trade account may set credit and administration arrangements and may require registration of our interest on the Personal Property Securities Register before dispatch, but it does not change the transit rules in clause 7.

12.2 If you re-hire equipment:

(a) you remain responsible to us for the equipment, and for everything your customer does or fails to do with it, as if you had done it;

(b) your contract with your customer must contain obligations on use, care, safety, data and return that protect the equipment at least as well as clauses 10 and 14, and must require your customer to stop use and allow lawful collection when your right to possess the equipment ends;

(c) your customer must not hire the equipment to anyone else;

(d) asset labels, calibration seals and calibration certificates must stay with the equipment; and

(e) before dispatch to your customer you must give us its legal name, the equipment location and a contact for delivery, safety and recovery, having obtained any authority needed to share them.

12.3 We deal with your customer only to arrange delivery, collection or support for a fault, where you are in default under clause 15, or where reasonably necessary for an urgent safety matter, lawful recovery or compliance with law, in which case we will tell you where practicable.

13. Late return and non-return

13.1 If equipment is not returned by the return deadline and no extension has been agreed, hire continues and is charged under clause 5 until the hire ends under clause 7, subject to clause 13.2.

13.2 If an item is still overdue 10 business days after the return deadline, we may, after reasonable enquiries and 5 business days' written notice asking you to return it or tell us where it is and how it will be returned, treat it as lost and claim under clause 14.4. We cannot do this only because our carrier has delayed its return. Hire stops at the earliest of actual return, the date the loss is reasonably established, the date you pay the replacement value, and the date of our notice treating it as lost, whether or not the 10 business days have passed. We will assess and notify an apparent loss promptly and will not extend hire by delaying that.

13.3 If we recover an item after you have paid for its replacement, we will tell you and refund that payment within 10 business days, less the reasonable, evidenced cost of recovering it and repairing damage you are responsible for, to the extent not already paid. We will not charge hire after the date it stopped under clause 13.2.

14. Loss and damage

14.1 You are responsible for loss of or damage to the equipment, other than fair wear and tear, from when the hire starts under clause 7 (or, for a counter collection, from when you actually collect it) until the equipment is back at the dispatching office, whichever carrier is used and including loss or damage in transit. You are not responsible to the extent the loss or damage is caused by our breach or negligence or by a defect present before the hire.

14.2 We are responsible for the equipment before the hire starts.

14.3 For damage you are responsible for, you pay the reasonable cost of repair and of any recalibration the damage makes necessary, and freight to and from the repairer, up to the amount payable for replacement under clause 14.4.

14.4 For an item lost, stolen or damaged beyond economic repair while you are responsible for it, you pay the reasonable, evidenced cost of a functionally equivalent replacement with current calibration, up to the replacement value cap stated for that item in the Quote. We may use a new item where a reliable equivalent used item cannot reasonably be obtained within a reasonable time. We deduct any salvage or other recovery for the same loss and any GST input tax credit we are entitled to.

14.5 Missing accessories and leads are charged at their reasonable replacement cost and are assessed separately: a missing accessory does not by itself extend the hire of returned equipment. Cleaning beyond normal use is charged at reasonable cost. The total charged for loss of or damage to an item and its included accessories does not exceed that item's replacement value cap, nothing is recovered twice, and we deduct any GST input tax credit we are entitled to from any amount charged under this clause 14.

14.6 Before charging for loss, damage, cleaning or missing items we will give you an itemised assessment with the relevant quote, invoice or other evidence we have. You may inspect damaged equipment on request before it is repaired.

14.7 No hire is charged while we repair damage.

14.8 We recommend you insure equipment in your care for its replacement value. Your responsibility under this clause does not depend on whether you are insured. We do not insure the equipment for you and no damage waiver is offered.

15. Default and recovery

15.1 You are in default if:

(a) an undisputed amount remains unpaid at least 14 days after its due date and at least 5 business days after our written notice asking for payment;

(b) you breach these terms in a serious way and do not remedy the breach within 5 business days after written notice, or immediately if the breach puts people, plant or the equipment at risk;

(c) you become insolvent, or an administrator, receiver or liquidator is appointed to you or your assets; or

(d) the equipment is seized by a third party or abandoned, or you tell us you cannot locate it.

15.2 If you are in default, we may end the hire by written notice, and you must then return the equipment promptly at your cost. We will exercise termination and recovery rights only to the extent the law allows, including any insolvency stay.

15.3 If you do not return equipment when required, you allow us to enter premises you control, to the extent you can lawfully grant access, on reasonable notice, during business hours and without force or breach of the peace, to recover it. You must reasonably help us get permission from whoever controls any other site where it is. We will comply with site safety requirements and remain responsible for loss we negligently cause in recovering it. If access is refused, we will use lawful recovery processes. You pay the reasonable, evidenced cost of recovery caused by your default.

15.4 Ending the hire does not affect amounts already owing.

16. Liability

16.1 Subject to clauses 1.7, 16.2 and 16.4, each party's total liability to the other arising out of or in connection with a hire, whether in contract, tort (including negligence), under statute or otherwise, is limited to the hire charges for all items under the accepted Quote, calculated for the actual hire before refunds and credits and excluding GST, freight, handling and other charges.

16.2 Where section 64A of the Australian Consumer Law allows, our liability for failing to comply with a consumer guarantee for goods not ordinarily acquired for personal, domestic or household use is limited, at our option, to repairing or replacing the goods, supplying equivalent goods, or paying the cost of doing so; and for services not ordinarily acquired for those purposes, to supplying the services again or paying the cost of having them supplied again. This limit does not apply to the guarantees in sections 51, 52 and 53, or where it is not fair or reasonable for us to rely on it. Clauses 16.1 and 16.3 do not further reduce liability preserved by this clause or clause 1.7.

16.3 Subject to clauses 1.7, 16.2 and 16.4, neither of us is liable to the other for loss of profit, revenue, production, opportunity or goodwill, the cost of outages, standby of personnel or plant, liquidated damages under another contract, or other indirect or consequential loss. The named losses are excluded whether they are direct or indirect.

16.4 Clauses 16.1 and 16.3 do not limit: charges payable under clauses 5 to 9; amounts payable under clauses 13 to 15 for loss of, damage to or recovery of equipment; refunds, credits, return freight or corrective work these terms require; liability for death, personal injury, fraud or wilful misconduct; or liability that cannot lawfully be limited. The cap in clause 16.1 also does not apply to liability for direct physical damage to property caused by a party's negligence or breach.

16.5 You are responsible for performing your tests and interpreting the results. This does not exclude our responsibility under clauses 3, 4 or 11, for our negligence or breach, or under clause 1.7.

16.6 You indemnify us against claims by third parties (including your own customer) only to the extent caused by your negligence, breach or wilful misconduct, including that of people you are responsible for under clause 12. We must tell you of a claim promptly, mitigate our loss, give you a reasonable opportunity to take part in the defence, and not settle without your consent, which you must not unreasonably withhold. No amount may be recovered twice.

17. Personal Property Securities Act

17.1 We own the equipment at all times. Nothing in the hire contract transfers ownership to you.

17.2 To the extent the hire contract creates a security interest or is a PPS lease under the Personal Property Securities Act 2009 (Cth) (PPSA), you consent to our registering it on the Personal Property Securities Register and must give us the information we reasonably need to do so.

17.3 For collateral described in a registration as commercial property, you waive your right to receive notice of a verification statement under section 157 of the PPSA. We will give you the registration details on request.

17.4 For collateral not used predominantly for personal, domestic or household purposes: section 95 of the PPSA does not apply to the extent it requires us to give you notice; and, if Chapter 4 of the PPSA applies, section 118 does not apply to the extent it allows us to give you notice, section 130 does not apply to the extent it requires us to give you notice, and sections 121(4), 125, 132(3)(d), 132(4) and 135 do not apply, in each case to the extent section 115 allows. Rights of and obligations to people who are not parties are preserved as section 115(2) requires.

17.5 For section 275(6)(a) of the PPSA, neither of us will disclose information of the kind referred to in section 275(1), except where section 275(7) applies, where disclosure is required or protected by law, or where disclosure to professional advisers, insurers or financiers is reasonably necessary and made in confidence.

18. Disputes, notices and general

18.1 Either of us may give the other written notice of a dispute. Representatives of each of us with authority to settle it will meet, in person or remotely, within 14 days after the notice is received. Neither of us may start proceedings until that period has passed, except to recover payment due or to seek injunctive or urgent declaratory relief. Nothing restricts security of payment rights. Mediation is optional; if we agree to it, the mediator is agreed or, failing agreement within 14 days, appointed by the Resolution Institute, the mediator's costs are shared equally and each of us bears our own costs.

18.2 Notices may be given by email to the address in the Quote or as otherwise notified. A default or dispute notice received after 5.00 pm, or on a day that is not a business day where it is received, is treated as received at 9.00 am on the next business day there. For this clause, a business day excludes public holidays at the place where the notice is received. Acceptances, cancellations, collection requests and fault reports take effect when actually received.

18.3 The hire contract is governed by the law of Tasmania, and we each submit to the non-exclusive jurisdiction of its courts.

18.4 Neither of us may assign or transfer the hire contract without the other's written consent, which must not be unreasonably withheld or delayed.

18.5 A waiver is effective only if given in writing. If any part of these terms is unenforceable, it is severed and the rest continues.

18.6 We handle personal information in accordance with our Privacy Policy at megavar.com.au/privacy-policy.

Schedule: worked examples

All times are in the dispatching office's local time. The examples assume no public holiday or daylight saving change.

Example A: rate bands (clauses 5.3 and 5.4). An item with a 1 to 7 day rate of $500, so $450, $375 and $315 for the longer bands.

Hire days	Band	Calculation	Charge
7	1 to 7	7 x $500	$3,500
8	8 to 14	8 x $450	$3,600
14	8 to 14	14 x $450	$6,300
15	15 to 28	15 x $375 = $5,625, below 14 x $450	$6,300
17	15 to 28	17 x $375	$6,375
28	15 to 28	28 x $375	$10,500
29	29 to 90	29 x $315 = $9,135, below 28 x $375	$10,500
34	29 to 90	34 x $315	$10,710

Example B: Megavar freight both ways, normal transit. Dispatched from Adelaide Monday 10.00 am, delivered Wednesday 2.00 pm. Delivery is earlier than 72 hours after dispatch (Thursday 10.00 am), so hire starts Wednesday 2.00 pm. Our carrier collects the following Monday at 3.00 pm and the equipment reaches Adelaide on Thursday at 11.00 am. Handover (Monday 3.00 pm) is later than 72 hours before arrival (Monday 11.00 am), so hire ends Monday 3.00 pm. Hire days: Wednesday to Monday, 6 days.

Example C: Megavar freight to a remote site identified on the Quote as 96 hours each way. Dispatched Monday 10.00 am, delivered Friday 10.00 am. 72 hours after dispatch (Thursday 10.00 am) is earlier than delivery, so hire starts Thursday 10.00 am. Collected the following Tuesday 1.00 pm, arriving back Saturday 1.00 pm. 72 hours before arrival (Wednesday 1.00 pm) is later than handover, so hire ends Wednesday 1.00 pm. Hire days: Thursday to Wednesday, 7 days, of which the Thursday and the Wednesday are transit beyond 72 hours. If our carrier had caused a further 24 hours' delay on the outbound leg (delivery Saturday 10.00 am), the 72 hours would run to Friday 10.00 am, so hire would start then and Thursday would not be charged.

Example D: counter collection and return. Collected from the Newcastle counter at 4.30 pm on Monday, so treated as collected at the start of Tuesday. Returned to the Newcastle counter on Friday at 8.30 am, so Friday is not a hire day. Hire days: Tuesday to Thursday, 3 days.

Example E: fault (clause 11.3). A fault not caused by the hirer is reported during a hire. No hire is charged for that item from the report until replacement equipment is delivered or the hire of that item ends.