

# Equipment Hire Terms and Conditions

**Effective Date:** 29 June 2026

**Version:** 2.0

The following standard terms and conditions apply to any equipment hire offered by Radsol.

## 1. Acceptance of Agreement

Acceptance of a Radsol quotation constitutes acceptance of these Equipment Hire Terms & Conditions and forms a legally binding agreement between Radsol ("Owner") and the customer ("Hirer").

## 2. Quotes

Unless otherwise stated, quotations are valid for 30 days from issue date.

- a) All quotes, prices, fees and charges are expressed in Australian dollars unless otherwise stated.
- b) Variations to quotes will be issued and accepted in writing.
- c) The Owner reserves the right to withdraw or amend a quotation prior to acceptance.
- d) Quotes can be accepted by email confirmation or sending a Purchase Order to [accounts@radsol.com.au](mailto:accounts@radsol.com.au)
- e) Equipment availability cannot be guaranteed until the booking is confirmed.

## 3. Booking Confirmation

A booking is confirmed upon:

- a) Acceptance of the quotation
- b) Acceptance of these Terms & Conditions; and
- c) Receipt of a valid Purchase Order and/or required deposit

The booking then becomes **binding and subject to cancellation fees**.

Once booking is confirmed:

- Equipment may be removed from availability and reserved exclusively for the Hirer

## 4. Scope of Hire/Exclusions

Unless expressly stated in writing, equipment hire does not include:

- Installation or commissioning
- Technical advice or consulting
- Operator provision
- Training or supervision



The Hirer is solely responsible for ensuring:

- Equipment is suitable for its intended use
- All operational requirements are met

### **Fit for Purpose**

The Owner makes no warranty that the equipment is fit for any particular purpose, application, project, or operating environment. The Hirer is solely responsible for determining the suitability of the equipment for its intended use.

## **5. Cancellation Policy**

Where a booking has been confirmed and equipment has been reserved, the below cancellation charges apply:

| <b>Notice Period</b>      | <b>Cancellation Fee</b> |
|---------------------------|-------------------------|
| More than 30 days         | 25% of quoted hire fee  |
| 2-29 days                 | 50% of quoted hire fee  |
| Less than 2 business days | 100% of quoted hire fee |

Requests to amend booking dates are subject to equipment availability and may, at the Owner's discretion, be treated as a cancellation or variation.

The Hirer acknowledges that cancellation fees represent a genuine estimate of losses incurred by the Owner due to equipment being reserved and unavailable for alternative hire opportunities.

## **6. Hire Charges and Hire Period**

The hire period commences when equipment is dispatched from the Owner's premises and ends when the equipment is returned to the Owner's premises.

### **Additional conditions:**

- a) Early returns may result in a variation of fees
- b) Additional days are charged at the agreed daily rate
- c) Extension requests are subject to availability

Requests to amend hire dates, equipment quantities, delivery arrangements, or collection arrangements are subject to availability and may, at the Owner's discretion, be treated as a cancellation or variation.

## **7. Variations and Additional Charges**

- a) Any variation must be agreed in writing
- b) Variations may result in revised pricing

Additional charges may apply for:

- Extended hire periods
- Late return of equipment



- Remote delivery or collection
- Urgent mobilization

## 8. Payment Terms

- Unless otherwise agreed in writing, invoices are payable within **14 days**.
- The Owner may require full or partial pre-payment prior to release of equipment

If payment is not made:

- Interest may be charged on overdue amounts
- The Owner may suspend services or refuse further hire
- The Owner reserves the right to recover any costs incurred in collecting overdue amounts
- The Owner may require a security deposit prior to hire and may apply it against any outstanding amounts, damage, or loss.

## 9. Transport and Risk

**Where the Hirer is responsible for transport**, the Hirer is responsible for all transport arrangements, costs, and risks associated with the equipment from the time it leaves the Owner's premises until it is returned to, and accepted by, the Owner.

**Where the Owner is responsible for transport**, the Owner is responsible for the transport arrangements and costs. Risk transfers to the Hirer immediately upon dispatch from the Owner's premises and remains with the Hirer until the equipment has been returned to and accepted by the Owner.

## 10. Equipment Condition, Use, Care and Return

The Hirer must inspect the equipment upon receipt and notify the Owner in writing of any defect, damage, missing item, or discrepancy within 24 hours of delivery. If no notice is received, the equipment will be deemed supplied in good order and condition.

**The Hirer must ensure that all equipment is:**

- a) Kept secure and protected from damage;
- b) Maintained in a clean condition;
- c) Operated by competent and authorised personnel;
- d) Used only for its intended purpose;
- e) Operated in accordance with the manufacturer and Owner's instructions

**Equipment Return:**

Equipment must be returned:

- Clean and free from contamination;
- In the same condition as supplied (fair wear and tear excepted);
- With all accessories, documentation, cases, chargers, cables, keys, and components supplied by the Owner.



Where equipment is lost, stolen, damaged, contaminated, misused, or unavailable for subsequent hire due to the Hirer's actions or omissions, excluding fair wear and tear as determined by the Owner, **the Hirer is responsible for:**

- All loss, theft, damage, contamination, misuse of the equipment during the hire period;
- Repair or replacement costs;
- Recalibration and certification costs;
- Decontamination costs;
- Freight and logistics costs or other costs arising from the loss, damage, contamination, misuse, repair, recalibration, decontamination, certification, replacement, or return of the equipment.

If returned equipment requires repair, recalibration, decontamination, or replacement, the Owner will notify the Hirer within 7 days of identifying the issue.

## 11. Asset Identification

Equipment serial numbers shall be recorded prior to dispatch to ensure traceability and verification of equipment supplied.

The Hirer must not remove, alter, obscure, or tamper with any serial number, identification plate, asset tag, calibration label, warning notice, or compliance marking.

## 12. Calibration

Equipment is supplied in a calibrated and serviceable condition. The Hirer must not use equipment beyond its calibration due date. Continued use beyond this date is at the Hirer's sole risk and responsibility.

## 13. Use of Equipment

The Hirer agrees that:

- a) Equipment will only be operated by suitably trained, competent, licensed, and authorised personnel.
- b) Equipment will only be used for lawful purposes and in compliance with all applicable legislation, regulations, licenses, permits, and industry requirements.
- c) Equipment will not be altered, modified, dismantled, repaired, or tampered with without Owner's prior written approval.
- d) Equipment will not be sub-hired, loaned, transferred, or assigned to any third party without Owner's written consent.

## 14. Radiation Safety Compliance

The Hirer must:

- a) Ensure all operators comply with occupational health, safety, and radiation protection requirements.
- b) Maintain appropriate monitoring, shielding, storage, transport, contamination control, and emergency response procedures.



- c) Immediately notify the Owner of any:
- Radiation incident;
  - Contamination event;
  - Theft or loss;
  - Damage investigation
  - Regulatory investigation; or
  - Exposure event

## 15. Loss, Damage and Insurance

The Hirer is liable for all loss of or damage to the equipment during the hire period.

The Hirer must maintain adequate insurance including:

- a) Equipment loss and damage insurance;
- b) Public liability insurance;
- c) Workers compensation insurance
- d) The Hirer's insurance must note the Owner's interest where applicable.

Evidence of insurance must be provided upon request.

## 16. Indemnity

The Hirer indemnifies and holds harmless the Owner against all claims, losses, damages, costs, liabilities, penalties, expenses, and actions arising from or in connection with the Hirer's use, possession, transport, storage, or operation of the equipment.

Including;

- a) Improper use of equipment;
- b) Breach of radiation safety obligations;
- c) Injury to persons;
- d) Environmental damage or contamination;
- e) Regulatory breaches; and
- f) Any breach of these Terms & Conditions by the Hirer

## 17. Limitation of Liability

To the maximum extent permitted by law, the Owner shall not be liable for any indirect, consequential, incidental, special, or economic loss arising from the hire, use, malfunction, or unavailability of the equipment.

The Owner's total liability under or in connection with the hire shall not exceed the amount paid by the Hirer under the relevant quotation, except to the extent that liability cannot be excluded or limited by law.

## 18. Governing Law

These Terms & Conditions are governed by the laws of Western Australia. The parties submit to the exclusive jurisdiction of the courts of Western Australia.



## 19. Force Majeure

The Owner is not liable for failure or delay due to events beyond its control, including but not limited to:

- Weather events or natural disasters
- Transport disruptions
- Regulatory restrictions
- Supply chain failure
- Any other circumstances affecting the availability, transport, or safe use of the equipment.

Where a force majeure event occurs, the Owner may suspend, reschedule, vary, or cancel the hire as reasonably necessary and will not be liable for any loss, delay, or additional cost arising from that event.

## 20. Equipment Failure/Downtime

In the event of equipment malfunction, the Owner will use reasonable endeavours to repair or replace the equipment but does not guarantee uninterrupted availability.

## 21. Termination and Recovery

The Owner may terminate the agreement immediately if:

- a) The Hirer breaches these Terms
- b) Failure to make payment
- c) Due to misuse of equipment
- d) Safety or compliance concerns arise

Where legally permitted, the Owner may enter the site to recover equipment.