

HIRE & RENTAL

OFFICIAL JOURNAL OF THE
HIRE ASSOCIATION OF AUSTRALIA.

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AUSTRALASIA

COLOUR YOUR WEDDING MARKET GREEN

A substantial portion of every convention is the seminar program, a stimulating concoction of ideas prepared and served by experienced chefs of the rental industry to please the mental appetites of their audiences.

At ARA's 1980 convention in Dallas, Texas, only standing room was left when a panel of party goods rental dealers engaged in an enlightening discussion on "Merchandising Your In-Store Image" and "Colour Your Wedding Market Gr\$\$n", which brought forth a flow of advertising, promotional and merchandising ideas from the panel experts.

Chuck Rubovits of The Rental Centre, Rock Island, Ill., took the microphone "to preach on services". An advocate of the "one-stop centre", Rubovits maintained that a party goods rental operation has got to provide a complete service or take the risk of losing the customer. Among its many services, a party goods store could offer to handle the imprinting of invitations, ash trays, coasters and napkins; order the flowers, supply wedding cake baking equipment; and arrange for tux rentals, he said.

"Be professional. Organize your sales approach. Be sure your crew is properly dressed and trained. An employee coming in from the repair shop wiping grease off his hands is not the one to greet a customer. You

might even consider hiring a wedding consultant — a specially trained party planner."

Rubovits stressed: "Be sure you know what you're talking about. Become familiar with your market and the particular ethnic group you are apt to serve. If a customer mentions having baklava at a party, be sure that you know that it's a Greek pastry, not something to put into a champagne fountain. And, if someone asks about a chupah (that's a wedding canopy in Hebrew), don't just guess and say that it comes in an eight-quart size.

"Be knowledgeable. If you're Catholic, don't hesitate to walk into a synagogue to become acquainted

with the facilities. If you're planning an affair for a Mormon, don't make a faux pas by trying to rent him a bar. Make yourself smart and you'll end up being the local genius — the local authority on weddings."

Though the top five wedding months are June, August, May, July and September, in that order, you can make it a 12-month business for yourself by providing a complete party package that could begin with the engagement party and continue through to the honeymoon, he said.

Jack Bown of Butler Rents, Denver, Colo., explained that it is necessary for the rental store to present a total party package to the customer — and that also means disposables such as



From left: Joan Crowder, John Hickey of Brides Magazine & Chuck Rubovits presenting his ideas on how to capture a share of the wedding rental market in the seminar, "Colour Your Wedding Market Gr\$\$n."

Continued from page 1.

paper plates, cups, aisle runners and ash trays. "I don't think you injure your market by including disposables; you improve it. If you don't supply them, a customer will go elsewhere." Bown said that "you are better off to provide disposables at outdoor functions. There's no problem of breakage. But don't compete against chain stores. Offer a better product and ask more for it. Disposables will be acceptable, even at weddings, if they are of good quality." He said he buys the items locally to reduce shipping costs.

Panelist Helen Baker of A-Baker's U-Rent-It, Fort Worth, Texas, believes in enhancing her store's image by having well-trained employees. "A good way for employees to learn is to set up a simulated party situation so they actually get the feel of organizing a party. They should become knowledgeable about all the standard equipment as well as interrelated items such as electrical extension cords and candles to go with candelabras." She interjected: "If you're not stocking votive cups, look

into it." Baker also suggested that an employee go out with the driver. "That's very good training for the help."

Joan Crowder, Rental of Tampa, Fla., says "Your best advertising is word-of-mouth", "Make friends with the bride-to-be - she's your best ad." Crowder went on to list the techniques that have proved to her to yield the greatest profits. She advised:

- Give prompt and personal service
- Show the customer pictures of other weddings you have planned
- Use direct mail advertising
- List your store in the Yellow Pages
- Advertise in your local newspaper and church bulletins
- Advertise in school play bills. This could engender prom party business and, later, weddings
- Show films of the equipment if it is not available in the store at the time
- Set aside an area for any children who might be present so that the adults will not be bothered while making plans.

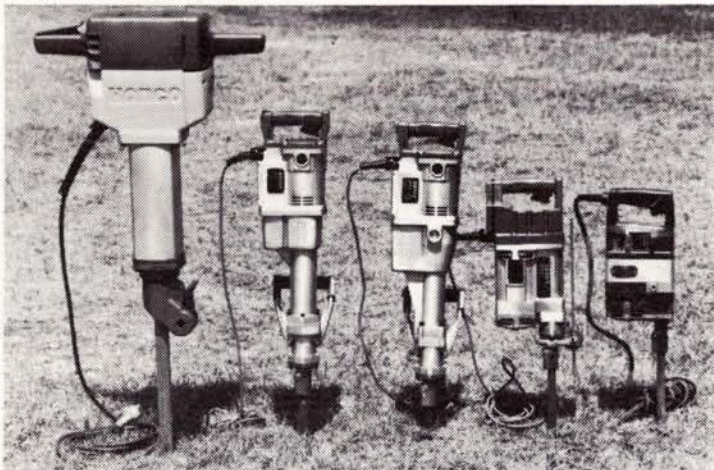
THE EDITOR'S DILEMMA

*Getting out a journal is no picnic.
If we print jokes people say we are silly.
If we don't they say we are too serious.
If we clip things from other magazines,
We are too lazy to write them ourselves.
If we don't we are stuck on our own stuff.
If we don't print every word of all contributions, we don't appreciate genius.
If we do print them the columns are filled with junk.
If we make a change in the other fellow's article, we are too critical.
If we don't we are blamed for poor editing.
Now, as like it or not, someone will say; We swiped this from some other source. WE DID!*

CITY OF ADELAIDE BULLETIN
(Where did they swipe it from?)

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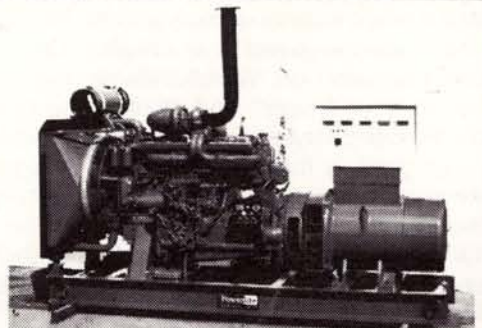
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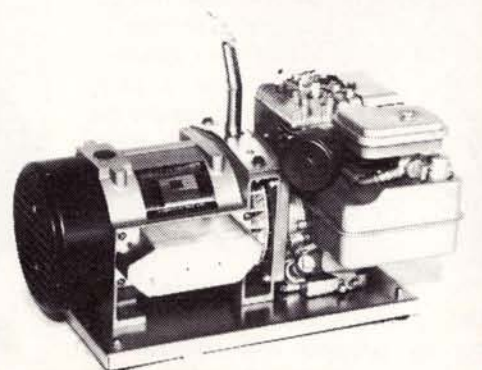
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GOING PUBLIC WITH YOUR RENTAL BUSINESS

So you're in business for yourself! Now what? "Preparing to get out of a business is as important as preparing to get into a business." This counsel from a former business professor led me into taking our young rental company public.

When you first enter the business world as the head of a fresh, new company, the thought of selling or transferring ownership is a very remote thought in the back of your mind.

Hard times, illness, and age may quickly bring these thoughts to the front of your mind. If good luck or chance has provided you with just the right situation — sons or daughters who are prepared and willing to take over, or having a buyer who has the desire and money at the right time — then you have little concern about your timely exit from your business. Should good fortune fail to provide the right program for your retirement, you might find that taking your company public may provide you with several additional options.

Some advantages of a public rental company are as follows:

- You develop a much larger market for selling your business.
- You may sell part of your equity without selling the entire business.
- You may raise money without interest payments or a pay-back period.
- You may smoothly transfer ownership or control to family or others without transferring cash.
- You may use your stock in a retirement program without using cash.
- You may use your stock as collateral for loans.

G. You may purchase new stores or businesses by transferring stock rather than cash.

One of the surprises we found in "going public" was the interest it created on the part of several large companies. In most cases, the company's activities were unrelated to what we were doing and, therefore, we failed to have a meeting of the minds. The reason a synthetic diamond company, a meat packing company, a medical equipment manufacturing company and several other non-related companies showed so much interest in our company was the tremendous cost of taking an existing company public. They could purchase a small public corporation, merge their company into it and save the costs of complying with all the red tape, CPA fees and attorney fees necessary in going public.

We are able to go public ourselves by starting a new public corporation and then merging our rental corporation into it. The only way we could go this route was by writing a prospectus that was so negative and gloomy that only friends or people with a great deal of confidence in our ability would ever buy stock.

The prospectus is filled with such statements as:

- The company has had no operations of any kind. Therefore, all risks inherent in starting an enterprise are inherent in the company's business. There is no assurance that the company will make a profit.
- The company's current capital of \$3,000 is not sufficient to enable it to embark upon its proposed operation.

- The company will be competing with other large corporations and private individuals, of which many may have greater assets, financial resources, research and marketing capabilities.

In spite of these negative statements, our goal of selling \$65,000 worth of stock was reached in just two weeks. Had we known the ease of selling the shares we had authorized, we would have sold a good deal more.

While we have no desire to sell our company at this time, it is comforting to know that should problems arise, a market is available to either sell the company or a portion of the stock we own.

Editor's Footnote: This unedited article is reproduced from "Rental Age" for the general interest of our readers.

We acknowledge that some procedures may be unacceptable under Australian Law.



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RENTA-SLOGAN

From "Rental Age" May

Readers of *RENTAL AGE* have, from time to time, expressed interest in exchanging advertising slogans with their cohorts – clever catch phrases that can be used on their stores' outdoor signs to amuse or inform, to intrigue or invite, but always to attract the eyes of passersby.

The latest list of bon mots comes from Thomas Smith of Unlimited Rent-Alls, State College, Pa., who says that he would like to see more rental people contribute their ideas to such an exchange program.

"Don't Build an Ark: Rent a Pump."
 "To Buy Is Human; To Rent Is Divine."
 "Till Your Garden Before It Hardens."
 "Don't Beg and Borrow. If You Need It, Rent It!"
 "Weed Clutter? Try a Weed Cutter."
 "Formal Wedding? We Rent White Shotguns."

"Our Log Splitter Makes Splinters."
 "If We Don't Have It, You Don't Need It."
 "Brighten Your Home Life: Rent a Polisher."
 "A Compost Shredder Grinds It Better."
 "Disco Lights for Saturday Nights."
 "Got Cold Feet? Rent a Heater."
 "Take It All Off With a Wallpaper Remover."
 "Save Your Muscles – Rent a Log Splitter."
 "We Have the Most for the Leased."
 "Don't Sleep on the Floor – Rent a Bed."
 "When the Frost is Gone, Roll Your Lawn."
 "Never Play Leapfrog With a Unicorn."
 "Post Holes for Sale."
 "We Rent Basement Dryers."
 "Spring Is Here. It's Wise to Fertilize."
 "Power Rake for Your Lawn's Sake."

"Renting Fights Inflation."
 "Thatch Is Terminal. See Us for the Cure."
 "Our Aerator Is a Lawn Renovator."
 "Saving Your Money Is Our Business."
 "Pulling a Car? Rent a Tow Bar."
 "Renting Doesn't Cost; It Pays."
 "Come See Us. It's the Leased You Can Do."

Following are other phrases that have been submitted:

"Rent a Tent for Your Event."
 "Get Up in the World With Our Scaffolding."
 "There's Nothing Fishy About Our Electric Eels."
 "Tow the Mark With Our Trailer Hitches."
 "Don't Floor Your Guests – Rent a Bed."

Australian Readers are invited to add their local slogans and send them to The Editor.

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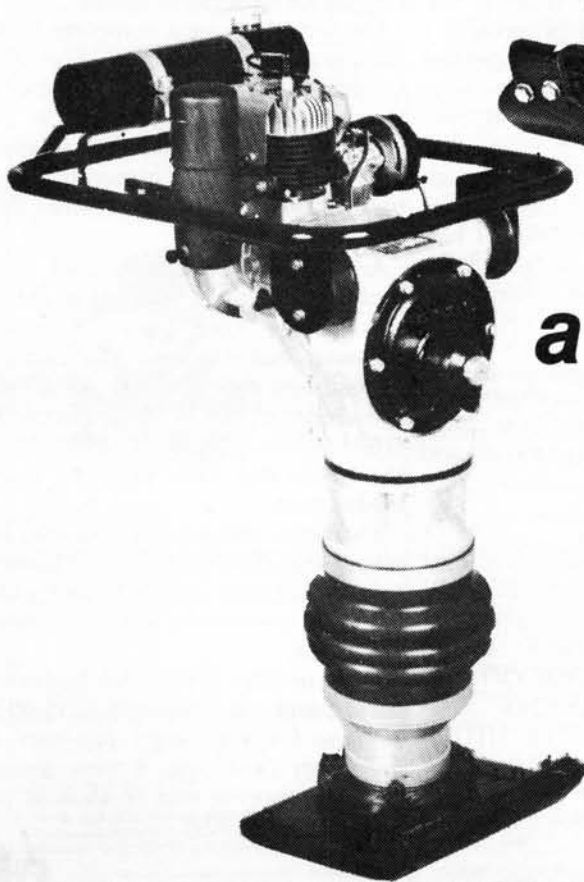
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FIRE CRACKERS AND DAMP SQUIBS



So you have nice new premises and your builder has had all the co-operation of the building inspectors helping to incorporate all the necessary safety factors that are a must in these bureaucratic days.

The inspectors come and go and you move into your nice new building with a fire burning inside you for a bigger and brighter future.

But wait! Did I mention fire? Let me tell you a story.

Once upon a time a shiny red car pulled up outside a brand new hire building. Out stepped a very tall and just as shiny man resplendently dressed in a uniform, complete with badges which proclaimed him a fire officer.

He was from the Labour Department and with an important puff of the chest he was going to inspect the building so he could issue me with a fire safety certificate.

Very proudly I escorted him around the new building. His gimlet eyes scoured all the new equipment that had been installed, and he tested the doors to make sure that they opened outwards.

Yes, it was a good building and a lot of thought had gone into it BUT:- (1) A hose reel must be installed on the middle of the wall downstairs; (2) Another fire extinguisher was to be installed on the mezzanine floor; (3) THE LOCKS WOULD HAVE TO BE TAKEN OFF THE BACK AND SIDE DOORS AND TOWER BOLTS INSTALLED.

Three weeks later and \$447-00 lighter in the business account all was done. A phone call made to the Labour Department and a further visit from the tall shiny man resplendent as ever ... Another inspection and I was informed I

would receive my safety certificate in the mail.

How happy I was. At least I had done everything right, and I eagerly looked in the forthcoming mail for my new certificate. This was duly received and filed away with a great sigh of relief. BUT... The fire was not out yet.

The very next day after I had filed my certificate away a shiny black car pulled up outside and out stepped a shiny short man resplendent in a uniform complete with badges which proclaimed him a fire officer.

He had come to inspect the building so he could issue a fire safety certificate. Full of protest I declared I had been fire inspected and I would show him my nice new certificate if he stepped into my office.

But he was from the Borough Council not the Labour Department and he had to inspect. Well I had nothing to fear. All these guys think alike I told myself and I had done everything the other fire chief had suggested.

Once more we toured around. His eagle eyes took in the new extinguishers and the hose reel, and he tested the doors to make sure they would open outwards.

Yes, it was a good building and a lot of thought had gone into it, BUT:- (1) A fire alarm system would have to be fitted; (2) THE TOWER BOLTS WOULD HAVE TO COME OFF THE SIDE AND BACK DOORS AND LOCKS WOULD HAVE TO BE FITTED.

I protested again. I told him I had just taken the locks off and installed the bolts at the request of the Labour Department fire office.

But the little man resplendent in his

uniform remained unmoved. Your existing fire safety certificates are cancelled and you will receive confirmation in the mail.

A notice forthwith arrived from the Borough Council to tell me my fire safety certificate was declined and the defects must be fixed by a given date. My fire insurance was void so an urgent call was made to the fire inspector at the Labour Department.

Yes, the fire alarm system was a good idea BUT ON NO ACCOUNT WAS I TO REMOVE THOSE BOLTS. Would I please put my complaint in writing. Meanwhile he was going on holiday for a couple of weeks.

The letter was sent complete with photostat copy of the Borough Council's demands to the Labour Department, and from then on all went dead quiet for five weeks. There was now only a month to go for my completion date to satisfy the Borough Council.

Action was now needed fast so I took off the bolts and fitted crash bars to the front doors. A letter followed that day from the Labour Department telling me to REMOVE THE TOWER BOLTS AND REPLACE THEM WITH LOCKS. It seems the short man was more powerful than the big man.

It had now cost a further \$655-00 to please the little man, but he hadn't finished with me yet. A further \$10-00 was required for my new certificate.

Seven months of this affair had now passed and after paying \$1,112-00 I am now fireproof and I also have a fire safety certificate. If your down my way, drop in and I'll show it to you. It's a CRACKER!

P.B.L.

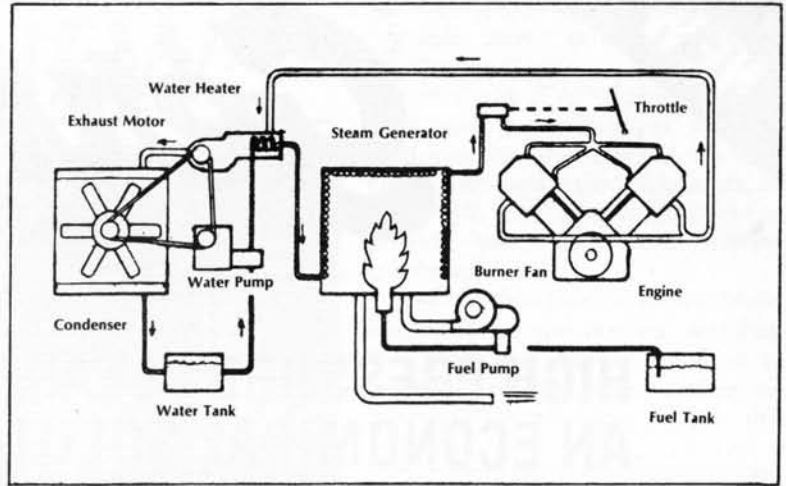
The Pritchard Steam Alternative

"Our latest engine is directly comparable to something like a 2.5 litre six-cylinder petrol engine", says Mr. Pritchard. "It has the power, the economy and the smoothness without all the disadvantages of the petrol engine – the noise, the pollution, the need for a complex and weighty gearbox or automatic transmission.

"Our engine is safe, reliable and can run on just about anything that burns."

When Mr. Pritchard and his father first began working on automotive steam engines they headed very much against the trend of the times. Fuel was cheap, resources seemed limitless and pollution was hardly an issue.

But in the 20 years since the Pritchard steam truck hit Melbourne



Above: How the Pritchard engine works.

streets, the automobile dream has turned sour.

With every passing day the steam car looks a better proposition – if it can be made to work. Look at the facts:

Fuel – while the Pritchard engine offers no immediate improvement on current petrol engine fuel economy, it is not tied to expensive, high octane petrol. It will run on just about any fuel – petrol, kerosene, distillate, alcohol, LPG. To change from one fuel to another is just a matter of switching a burner jet.

Pollution – car makers have gone some way to meeting pollution standards: but, despite making their engines crankier and thirstier, none has managed to meet the tough 1976 US regulations – which finally had to be withdrawn because no conventional engine could get close to the standard.

Mr. Pritchard claims his steam engine meets that standard now, regardless of the fuel it is running on.

Efficiency – The Pritchard steam engine is as efficient as modern petrol and diesel engines – fantastic considering the huge time and money investments in conventional engine development over the years, and the pittance which has gone into steam engine development.

On the road – the original steam cars were noted for their silence, ease of driving and acceleration. The

Pritchard shares all these attributes.

Mr. Pritchard believes that his low capacity, very fast boiler design has beaten one problem shared by all the old-time Stanleys, Dobles and Whites – warm-up time.

"From cold, you could be sitting in the original Stanley for as much as 20 minutes before anything happened," he says. "With my engine, we're chasing a warm-up of 45 seconds – that's from dead cold remember, on a nice, frosty morning – and we've nearly got it."

Another factor which helped kill steam cars was the fear of a boiler explosion (a fear, many steam enthusiasts claimed at the time, falsely fanned and spread by salesmen trying to move their noisy, unreliable petrol cars).

This is no problem for Mr. Pritchard. "My boiler carries a tiny amount of water at any one time, so in the very unlikely event of a tube blowing, it would be like a balloon popping," he says.

Mr. Pritchard sees his engine as "good, intermediate technology" – not as an exciting and revolutionary breakthrough but as an incorporation of some new ideas (he holds a number of patents in steam engine design). It builds on a solid foundation of tried and true theory and practice, put together with plenty of thought and tested and developed step by painstaking step.

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TRADE NEWS



The Comforts of the Outdoors

Yet another Australian first! After lengthy field tests and research, Merlin Fibreglass Pty. Ltd., have again led the industry in designing and manufacturing two new products, namely:-

Yet another Australian first! After lengthy field tests and research, Merlin Fibreglass Pty. Ltd., have again led the industry in designing and manufacturing two new products, namely:-

1. A portable shower
2. A portable shower-toilet combination.

Hot and cold water is delivered to both models, including the hand basin in the combination unit. Both units can be trailerised, and can be powered by either bottled gas, or electricity. This gives each unit

freedom to be used in even the most remote areas; in fact, anywhere outdoors.

A feature of the combination model is that both compartments can be used simultaneously.

These units are specially designed for use either in a working or recreational situation. This leads, then, to such a wide cross section of applications as work gangs, mining, building and civil construction work, or maintenance, farming, caravan parks, sporting fixtures, jamborees, or open air meetings.

ICAL ANTICIPATION SAVES TIME AND EFFORT

Detailed pre-planning by International Combustion Australia Limited is saving considerable time and effort on the big Yallourn W (Stage II) power station in Victoria's Latrobe Valley.

At the erection stage of its work on

the ducting within the boiler steelwork structure, ICAL also made provision for the future need to consolidate the massive steel ducts.

The ducting was accordingly erected with numerous small steel V-pressings welded both inside and outside the ducts.

These additional fittings are location points for ICAL-modified

Kwikstage three-board stage brackets, which can be positioned easily from a ladder.

In this way ICAL is able to erect easily-installed cantilever working platforms on the erected ducting. Fitted with Kwikstage brickguards, as shown in the photograph, these provide safe, rigid work stations overhead.

ICAL has thus been able to streamline work on the ducting, avoiding the time and labour involved in providing the necessary access by means of scaffolding "from the ground up".

NZ AGENT REQUIRED

The following letter has been received from Melchet Marketing Company, Melchet Park, Romsey, Hants, S05 0FS, England.

Dear Sirs,

Reading details of your convention in our 'HIRE NEWS', we would appreciate details also if you have a similar Journal to our 'Hire News'. If so, we would like to advertise as per enclosed photo giving additional details of our company seeking active distributor for our products of all makes and types of JIGSAW BLADES and T.C.T. CIRCULAR SAW BLADES FOR ALL makes of machines. One advertisement to be shown prior to your convention and one after it.

Briefly, we are the marketing division for the English speaking world of the only German manufacturer of ALL makes and type of JIGSAW BLADES for ALL makes and types of machines, who is in fact supplying most manufacturers of machines. Both products Jigsaw Blades and tungsten carbide (WIDIA known as one of the best tungsten carbides in the world) tipped circular saw blades are of the highest quality and finish but comparable low prices.

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HIRE & RENTAL AUSTRALASIA

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HIRE ASSOCIATION OF AUSTRALIA.

Volume 1 Number 5 June 1980

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NINTH NATIONAL HIRE CONVENTION CANBERRA

SEPTEMBER 2-5 1980 NOAH'S LAKESIDE HOTEL

This year's convention will combine the expertise of several state associations to bring you a programme of political and money issues built around the theme



and where better to discuss this than the Nation's Capital? Meet national and international delegates in luxurious surroundings and discuss your industry.

PROGRAMME AND SOCIAL FUNCTIONS

Tuesday, 2nd September

- ★ 10.00 a.m.—6.00 p.m. Registrations
- ★ 1.00 p.m.—5.00 p.m. City sights tour
- ★ 6.00 p.m.—7.00 p.m. Cocktail hour

- ★ 12.30 p.m.—5.00 p.m. Equipment display
- ★ Evening Visit to "The Homestead" for country style meal.

Wednesday, 3rd September

- ★ 9.00 a.m.—12 noon Seminars and discussions presented by Qld.
- ★ 12.30 p.m.—5.00 p.m. Equipment exhibition
- ★ 6.00 p.m. Cocktails

Friday, 5th September

- ★ 7.45 a.m.—12.30 p.m. Breakfast session and seminars presented by Victoria.
- ★ 1.00 p.m.—5.00 p.m. Yard tour and lunch
- ★ 8.00 p.m. Banquet

Thursday, 4th September

- ★ 9.00 a.m.—12 noon Seminars and discussions presented by S.A.

PLUS

1980 NATIONAL HIREXPO Sales Exhibition at the Convention

For Manufacturers and Suppliers of Equipment to the Hire Industry
At the LAKESIDE INTERNATIONAL, LONDON CIRCUIT, CANBERRA
3rd & 4th September, 1980

This year the Hirexpo will be part of the National Hire Convention to be held in Canberra. We are expecting delegates from all over Australia which should offer an ideal forum for exhibiting and selling your equipment.

Two afternoons will be set aside solely for delegates to attend the exhibition.

The Display Area will be in the Lake Superior, Lake

Huron Rooms and the Exhibition Foyer on the first floor of the Lakeside in Canberra.

For further information contact Jim Brown (02) 525-3333 Coates Hire Service, or Andrew Kennard (02) 439-3477 Kennards Hire Service, or your local state Hire Association.

BUT DO IT NOW

In my opinion ...



**A precis of legal opinion given by a top member
of the Legal Profession for the Hire & Rental
Association of Victoria
Members in other States may care to check local
regulations which could be slightly different.**

CONTRACTS

Those people who have them are safer than those without. Make sure that you have the right of termination within a contract so that you can repossess your own goods. Otherwise the client has the complete right of possession of the goods until the termination date on the contract. If it is an open contract, there are even more difficulties. If the hire is a periodical one, then you would be entitled to take possession of your goods upon default in any payments. You can then recover for arrears and you are not obliged to give the equipment back to the customer.

CONTRACT SIGNATURES

It is not necessary for the contract to be signed for the agreement to be valid. But you should always make sure that your contract is worded to cover this eventuality.

RIGHT OF ENTRY

The contract should be worded so as to give right of entry to a person's property to recover goods. Otherwise you have no rights of trespass to get the equipment. And the real problems begin to occur when the equipment is on a third party's property. Then the right that you have received from the customer gives you no rights whatsoever to enter the third party's property. If a property is in joint names and you only have one signature then you don't have the right to enter the property.

BAD CHEQUES

If you write on your receipt when receiving cheques "subject to clearance of cheque no..... drawn on" then you have the chance of taking repossession of the article, otherwise you have to sue for your money. At Christmas special clearances are wise.

NON-RETURN OF GOODS

Can you charge the person for the value of the goods at the end of a hire if the goods are not returned and you are suing them for full payment on the hire? — Only if you can convince the police that the person intended to deprive you of the use of the goods. (Dunn and Bradstreet advises that the person may be possibly billed for "Presumed loss of

goods" but that the legal point is a ticklish one.) There are occasions when you can take out an action for secondary damages such as loss of income from non-return of goods at expiry of contract time.

LARCENY OF GOODS

It is difficult to press any charge like this against a converter of goods unless you can show the police some evidence of the person's intentions through their original behaviour or subsequent behaviour.

COMPANIES WITH NO ASSETS

It is an offence to run up bills if a director of a company has reasonable knowledge that the debt cannot be paid. You can ask for an oral examination in court of the director and question him about his

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profits and his bank statements, cash books, journals and tax statements. This is a fishing expedition which usually scares the director into settling the matter. But it can also be a waste of money unless you believe it to be fraud.

FAULTS IN EQUIPMENT

There is an applied warranty that hire goods are suitable and fit for the purpose for which they are to be used. This can be implied by the nature of the article itself. The only way you can escape obligation is if you can show that the fault was not capable of being discovered by reasonable inspection. For instance, it might be weakness in the metal structure. But if it was wear and tear and you did not check the equipment and there was an accident as a result of your negligence, then you could be at fault.

RETURNING EQUIPMENT EARLY

If a client returns equipment early under a contract then he has to pay for the full time because he signed the contract bearing this condition.

CARE OF EQUIPMENT

There is an implied obligation for the customer to take reasonable care of your equipment. He is not liable for anything that may go wrong with the equipment unless it is his negligence or unless there is something specific in the contract.

RUNNING REPAIRS OR MAINTENANCE

If equipment has to be repaired or requires maintenance service, then the company is entitled to take possession to repair and maintain the equipment. The only redress the hirer has is a rebatement in the hire charge. You are not liable for anything that the client spends on repairs unless you said the contrary in the contract. The hirer has no authority to commit you to expenses in getting anything repaired.

USE OF CONTRACTS

Use them as much as you can to tidy up the loose ends. A contract for

instance can even be worded if you wish to make the client responsible for maintenance.

DEPRECIATION ALLOWANCE

Under Section 82(H)(A) very generous depreciation allowances are not available to taxpayers if the equipment is for the purpose of rental. But the provision does not apply if the company is using the goods otherwise. If you own a construction company, this company is allowed to buy construction equipment and obtain a depreciation allowance. This company could then make the equipment available on

lease to your hiring company so that the equipment could more fully be utilised.

CONTRACT DOCKETS

It is in order to print contract conditions in small print on the back of a docket. But the front of the docket where the customer signs should be properly worded in clear wording that the customer enters into the conditions of the contract printed overleaf. The law provides that the contract shall apply if a reasonably prudent man would have taken note of such wording next to his signature. Make sure that the

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wording is quite clear to read and says "subject to the conditions set out on the reverse side ...".

SERVICE OF SUMMONSES

You can serve your own summonses provided you do not charge a fee for doing so.

ILLEGALITY OF EQUIPMENT IN A PARTICULAR STATE

If any equipment is illegal in a particular state then put a note on the contract saying "not to be hired in the State of". The rest of the contract would probably then be valid.

DANGEROUS EQUIPMENT

Do not hire out equipment to a person who you think would be incapable of controlling it, because if there was an accident a jury would probably hold you at fault because you hired out dangerous equipment to anyone merely for the motive of making a profit.

CONTRACTS WITH JUVENILES

For legal purposes any contract written with a person under the age of 21 is unenforceable. Minors may only enter into contracts for provision of food and shelter. If a minor kept your equipment you wouldn't be able to sue under the contract and the minor could thumb his nose at you completely.

DIFFERENT SIGNATURE ON THE DOCKET TO THAT OF THE HIRER

Generally speaking the person signing would be considered as an agent for the hirer who would be bound, but you can get into difficulties particularly in husband and wife cases where one party says they were unaware of the conditions of hire. An employee is generally accepted as an agent of a company because the company has presented him as its representative.

INJURY THROUGH NEGLIGENCE BY THE USER OF THE EQUIPMENT

You are not liable.

CAPACITY LOAD LIMITS ON HIRE ITEMS

You do have the obligation to state the capacity of any item to a customer, particularly for trucks and



similar items. If an accident occurs because an item of equipment was overloaded, then the owner could be responsible if he failed to advise the hirer of any load limit.

BOOK-KEEPING FEES ON OVERDUE ACCOUNTS

Such a charge is not enforceable unless you make it a condition in your original contract. If it is in the contract it would be wise to state that such a charge commences to apply after 30 days.

CHARGING OF INTEREST ON OVERDUE BILLS

There have been cases where people charged interest then pay the interest only, instead of the capital owed. There is mixed information on whether you can charge interest because of the existence of the Money Lenders Act. There is one line of argument that if you are entering into a contract for interest for default then it is not a strict money loan for interest. You would say that interest is charged when the client is behind on payments because of the loss of use of the equipment. You would not have to worry about the ceiling rate and you could charge up to 15%. But I suggest that you only charge 12%, which is one per cent per month. If you wanted to you could charge a "book-keeping fee" which amounted to one per cent of any money outstanding.

IDENTIFICATION OF CUSTOMERS

Any person who refuses to be photographed when they hire goods has no redress against you if you refuse to supply that customer with goods. A credit card for the Hire Association of Australia is suggested. People will fill in the most intimate financial details in order to get credit cards.

SURRENDER OF DEPOSITS

A deposit is a payment made beforehand to say that you intend to go ahead with a transaction. As a normal rule the deposit can be forfeited if the customer does not proceed. But where there is a continuing contract (for instance in real estate where the deposit is subject to finance being arranged) then the customer must get their deposit back.

OFFICE HOURS

These should always be placed in writing somewhere in the office area where the customers can see them so that if a customer dumps hire goods outside your premises outside normal trading hours, the responsibility for loss of the equipment is quite clearly his.

WORDING FOR THE CUSTOMER

Use of the word customer, hirer or bailee makes no difference. Use any of them, as long as the meaning is clear.



Outside View of Mesco McCabe

"JUST A REMINDER"

Some members keep their organisation strong,
 While others join just to belong,
 Some dig right in – Some serve with pride,
 Some go along just for the ride.
 Some volunteer to do their share,
 While some lie back and just don't care
 On projects or meeting days some always show
 While there are those who never go

Some always pay their dues ahead,
 Some get behind for months instead,
 Some do their best – Some make things grow,
 Some lag behind – Some let things go.
 Some drag – some pull – some don't – some do,
 CONSIDER – which one of those is you?
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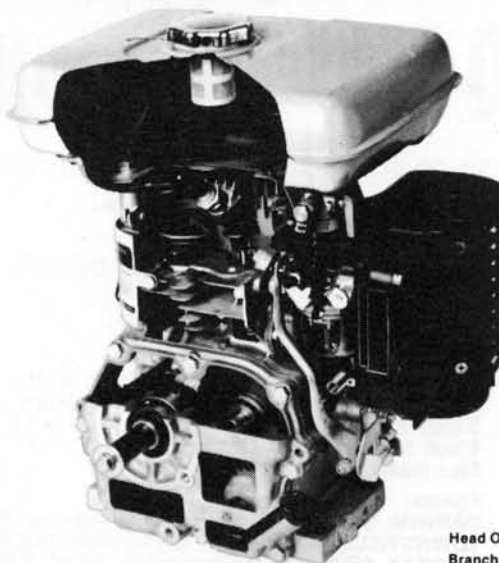
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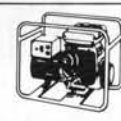
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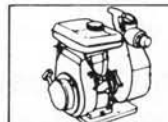
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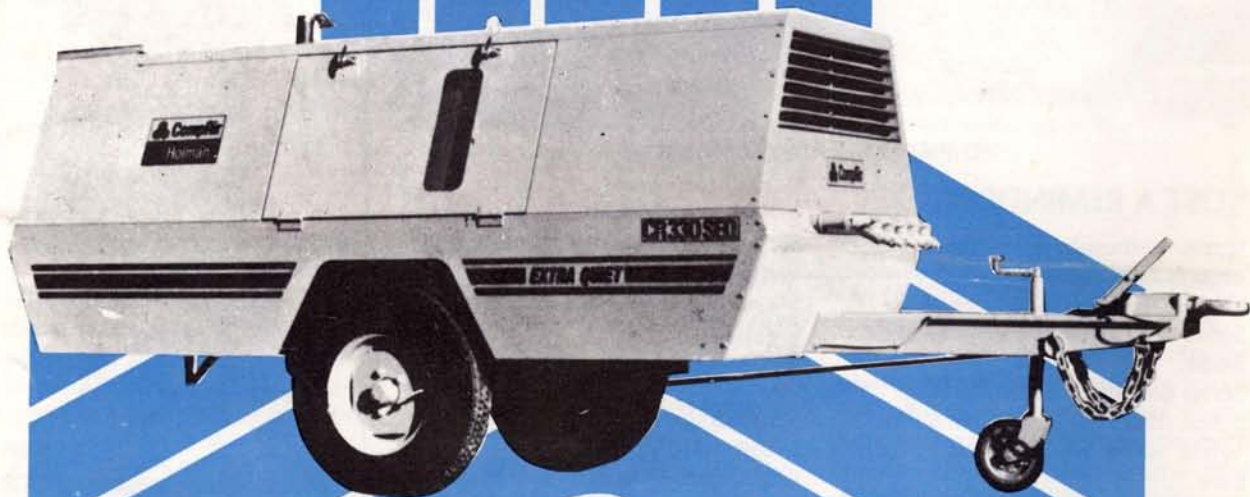
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