



## Conditions of Hire

### 1. Delivery and Removal of Equipment

The Hirer authorizes the Owner to bring its vehicle onto his property to deliver and to recover the equipment at the end of hire. The Owner shall not be responsible to the Hirer or the third parties for any damage that may be done to driveways or underground services or anything else.

1B. The Hirer shall be present at the delivery address to acknowledge receipt of delivery of equipment hired, and if not present the Owner may charge the Hirer \$20.00 per person per hour while the persons effecting the delivery are waiting and may return the hired equipment to the Owner's premises at the expense of the Hirer for subsequent delivery. Such return of equipment pending delivery shall not change the time of commencement of hire.

1C. The Hirer is responsible for checking their goods upon pick up or delivery. The Owner cannot accept responsibility for shortages or claims after the Hirer takes possession.

### 2. Hire Period

Hiring commences at the time shown on the face of this Form which is the time the equipment leaves the Owner's store. The hiring shall terminate at the time stated by the Hirer on the face of this Form. By that time the equipment is to be delivered back in the Owner's store either by the Hirer or following collection by the Owner's vehicle at the Hirer's request. Cartage charges are to be paid by the Hirer.

### 3. Owner's Right To Terminate Hire

The Owner may terminate the hire at any time and without providing any reason for so doing, either verbally or in writing. The Owner will not be responsible to the Hirer for any loss he may claim to have suffered in respect of such termination. 3B. Notwithstanding termination of the hiring the Hirer shall be obligated to pay to the Owner a sum equivalent to hire fees at the rate specified therein in respect of any period from the date of termination of the hiring until the equipment is actually returned to the Owner's store.

### 4. Hiring Charges

Equipment is hired on daily, weekly and monthly rates. In the absence of special arrangements to the contrary, equipment is hired on a daily rate. The minimum charge for any hiring will be the rate for one day irrespective of the length of hire.

### 5. Payment

Normally the deposit required before hiring commences will exceed the estimated hiring charges and an appropriate refund will be made to the Hirer on return of the equipment in good order and condition. Should hiring charges exceed the amount of the deposit the balance is payable by the Hirer promptly on return.

### 6. Care of Equipment and Breakdowns.

a. The Hirer shall take proper care of the equipment and shall indemnify the Owner against any damage or loss of from theft. The Hirer must reimburse the Owner in full for any damage or loss immediately upon termination of hire.

b. The Hirer warrants that he is competent and qualified to use the equipment in the way for which it is designed.

c. Breakdowns resulting from misuse shall not in any circumstances shorten the period of hire.

d. It is the Hirer's responsibility to satisfy himself that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements.

e. The equipment does not purport to be new stock or equal to new but when sent out all items are understood to be in good condition and fit for normal purposes.

f. The Owner is not liable for any loss alleged to have been suffered by the Hirer as the result of breakdown of the equipment, however caused.

g. Items must be returned in clean condition otherwise a cleaning charge will be incurred. In the event of break down the Hirer must immediately notify the Owner by telephone.

**7. Injury or Damage to Hirer or Third Persons or Property** The Hirer shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner against any claim made against the Owner by a third person in respect of injury or personal or property or other losses arising out of the use of the equipment by the Hirer.

### 8. No Assignment or Hire Agreement.

The Hirer shall not sublet the equipment to any other person but this shall not prevent employers of the Hirer using the equipment in conformity with this agreement.

### 9. By Warranties By Owner.

The Owner makes no warranty or representations to the state, quality or fitness of the equipment for any particular purpose and no such warranty shall be implied from the description of the equipment on the face of the Form. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

10. The person signing the document for and on behalf of the Hirer (if not personally the Hirer) warrants that he has the authority of the Hirer to make this contract on the Hirer's behalf and that he is empowered by the Hirer to bind the Hirer to this agreement. This person so signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person signing the agreement failing to have such power or authority.

11. The Hirer shall, forthwith on request by the Owner advise the Owner of the whereabouts of the equipment and allow the Owner its agents or servants reasonable time to inspect and test the equipment and for such purposes the Hirer hereby gives irrevocable leave and license to the Owner and its servants and agents to take possession of and remove the same and to enter upon any premises of the Hirer and as the act of the Hirer enter upon any premises where the equipment or any of the same or any part thereof may be.

### 12. Return of Equipment

The Hirer or his authorized agent must be present when the Owner's staff check the equipment back into the possession of the Owner. If the Hirer fails to be present he shall not be entitled to subsequently dispute the amount of, or condition of, the equipment recorded in writing as returned by the Owner at the time of return.

**13. Territorial Permits / Building Consents** Any Territorial Permits or Building Consents there are deemed necessary for any item hired by the Hirer from the Owner are the responsibility of the Hirer. The Owner can assist with information required by the Territorial Authority but the responsibility of applying for and gaining a permit or consent is the sole responsibility of the Hirer. In the event that the Hirer does not obtain necessary permits or consents, any costs, fees and penalties that arise due to inspection by Territorial Authorities or arise from an Insurance Claim will be the full responsibility of the Hirer.

### 14. Insurance

The Hirer takes full responsibility for insuring of marquees when under Hire. This cover must include fire, theft, storm wind damage and other relevant cover. The Hirer also agrees that in the event that the Owner must make an insurance claim for equipment that was under Hire by the Hirer, that the Hirer will be liable for any Insurance Excess that may be due by the Owner.

### 15. Cancellation Fees

In a situation where an order has been confirmed by the Hirer and payment has been made either partially or in full and the Hirer cancels the order for any reason, the Owner may retain or charge a 20% cancellation fee based on the total value of the order excluding the refundable bond portion. In a situation where the Owner has incurred further costs (e.g. loading a stock or submitting of building permits) the Owner may also retain or charge the Hirer additional fees to recover these costs.