



CREDIT APPLICATION FORM

HEAD OFFICE
PO BOX 38-557
WELLINGTON MAIL CENTRE
PH 04 568 8839 FAX 04 568 4983

NAME (to appear on your invoices): _____

PHONE: _____ **FAX:** _____ **MOBILE:** _____

POSTAL ADDRESS: _____ **POST CODE:** _____

STREET ADDRESS: _____

ACCOUNTS RECIEVABLE EMAIL: _____ **SALES/MARKETING EMAIL:** _____

NUMBER OF YEARS ESTABLISHED: _____ **ACCOUNTANT:** _____ **SOLICITOR:** _____

TSL NUMBER: _____

FULL NAMES AND ADDRESSES & DATES OF BIRTH OF DIRECTORS/PRINCIPALS:

1. **FULL NAME:** _____

RESIDENTIAL PH: (no mobile numbers) _____

DATE OF BIRTH: _____

RESIDENTIAL ADDRESS: _____

2. **FULL NAME:** _____

RESIDENTIAL PH: (no mobile numbers) _____

DATE OF BIRTH: _____

RESIDENTIAL ADDRESS: _____

CREDIT REFERENCES: (no oil companies, banks or financial institutions)

NAME: _____ **PHONE:** _____

NAME: _____ **PHONE:** _____

NAME: _____ **PHONE:** _____

TERMS AND CONDITIONS

I/We hereby make application for a credit account to be opened in the name of the above Company or person.
I/We hereby give consent to enquire under the privacy act for any information re: credit status.
I/We hereby agree to pay the accounts by the 20th of the month following date of invoice and that if unpaid by the 30th of the month following, I/We agree to pay interest at 2% per calendar month until the account is settled in full.
I/We personally guarantee to pay the amount owed to The Hire Company Limited if the company fails to make payment in full.
If a Debt Collector or Solicitor is instructed the company reserves the right to charge all costs for recovery of any unpaid debts.
This Application is conditional on acceptance of our Terms and Conditions which are printed above and on page 2 of this form.

1. Signature of Director/Agent of the above named company/organisation:

Full Name: _____

Position/Title: _____

Date: _____

2. SIGNATURE OF DIRECTOR AS PERSONAL GUARANTOR:

**PLEASE DO NOT RETURN THIS FORM WITHOUT CORRECT SIGNATURES PROVIDED IN BOTH SPACES.
BOXES 1. AND 2. MUST BE COMPLETED**

CREDIT ACCOUNTS WILL NOT BE OPENED WITHOUT THIS FORM BEING COMPLETED IN FULL

THE HIRE COMPANY LTD

TERMS & CONDITIONS

Nothing in this Contract excludes, limits or restricts, or is intended to derogate from, any right or remedy which the Hirer may have pursuant to the Consumer Guarantees Act 1993 (the 'CGA') if the Hirer is a consumer in terms of the CGA who hires the Plant other than for the purposes of a business.

1. DEFINITIONS

In this Contract:

- The 'Owner' is The Hire Company Ltd, Petone.
- The 'Hirer' is the person entering into this Contract and where that person enters into this Contract on behalf of another entity the expression includes such entity. This expression also extends to those claiming under or authorised by him/her/it.
- The 'Plant' means all equipment including tools, accessories and parts supplied to the Hirer, except where the conditions relating to DAMAGE WAIVER state otherwise.
- 'Trade Customers' are only those Hirers who the Owner has agreed are currently entitled to trade credit terms.

2. HIRE PERIOD

- Hiring charges shall commence from the time the Plant is collected by the Hirer from the Owner's premises and continue until the return of the Plant to the Owner's premises or until the expiry of the minimum hiring period, whichever last occurs.
- The minimum chargeable period of hire (except only in those cases where a specific different written agreement is reached between the parties) shall be a period of four hours commencing at the time the Plant is collected or delivered.
- If the Plant is not returned to the Owner's premises within the minimum hire period then additional hiring charges shall be payable.
- The daily rate applies to and is chargeable for each 8 hour period (or shift) of hire. Extra hours or shifts of hire will be charged additionally pro rata up to a maximum of 3 shifts or 8 hour periods in any one 24 hour day.
- The weekly rate applies to an dischargeable for hire with a minimum duration of 5 days or 5 consecutive shifts. Extra days or shifts of hire will be charged additionally pro rata at the weekly rate.
- The monthly rate applies to and is chargeable for hire with a minimum of 20 days or 20 consecutive shifts. Extra days or shifts of hire will be charged additionally pro rata at the monthly rate.
- Should the Owner agree with the Hirer to deliver and collect the Plant, hire charges shall commence from the time the Plan leaves the Owner's premises until the Owner is notified by the Hirer that the Plan is available for collection. At that time the Owner will give a 'Pick-up' number as certification that the notification has been received. The notification shall be given by the Hirer in time for the Plant to be picked up and returned to the Owner's premises by the required return time on the day the hire ceases. The required return times are no later than 5.00pm weekdays or 12 noon Saturdays or such earlier time as the hire period may terminate. In the event insufficient notice is given the Hirer may at the Owner's unfettered discretion be charged an extra half-day's hire.
- In the event of Plant breakdown, provided that the Hirer notifies the Owner immediately and obtains a 'Breakdown Repair' number as verification, hiring charges will not be payable during the time the Plant is not working unless the condition is due to negligence or misuse on the part of or attributable to the Hirer. The Hirer is not absolved from the requirements to safeguard the Plant by giving such notification. In the event of a breakdown the Hirer shall not repair or attempt to repair the Plant.

3. HIRE RATES & PAYMENT

- The Plant is hired at the rates shown on the Owner's current product catalogue unless agreed to the contrary between the Owner and the Hirer. Cartage, fuel, stone wear, blade wear, sharpening charges, along with all saleable and consumable items are extra and are not included in the hire rate. The Owner reserves the right to revise the product catalogue and related charges without notice.
- The Hirer acknowledges that the product catalogue is that available at the Owner's premises where the hiring took place and that the Hirer has had every opportunity the Hirer wishes to check the rates applicable and whether or not the Hirer has done so is in the Hirer's discretion.
- Except where the Owner dispenses with this requirement a deposit and/or bond shall be paid or given at the commencement of the hire period such deposit or bond to be specified in the contract at the Owner's discretion.
 - Payment of hire and other charges for Trade Customers shall be made calendar monthly by the 20th day of each month in respect of completed hire periods or other charges during the preceding month. Each hire period shall comprise the actual term of the hire (refer clause 2(a)) or successive 20 working day periods of hire (whichever is shorter).
 - All other hirings shall be on a cash sale basis and payment shall be made, unless a contrary agreement has been made between the Hirer and the Owner, on the date when the Plant is returned or within seven (7) days of the commencement of the hire period whichever is the earlier. Where by agreement the hire period is extended to more than 7 days then the hire charges shall at the discretion of the Owner be payable at the end of each 7 day period in respect of the prior 7 days and at the end of the term of the hire in respect of the hire period not previously paid for.
- In the event of default by the Hirer in the payment of any amount due he/she/it shall be liable for interest on the gross amount outstanding at the rate of 2.5% per month from the date on which payment is due until the date on which payment in full is received.
- No claims for credits will be recognised after 14 days from the date of the invoice.
- Unless otherwise provided in the product catalogue all hire rates shall be GST exclusive, such GST to be paid by the Hirer in addition to the rates specified and at the time for payment of the hire charges as provided by clause 3(c).

4. RESPONSIBILITIES OF HIRER

The Hirer shall:

- Determine the condition and suitability of the Plant hired for the purpose required.
- Use the Plant in a skilful and proper manner and only for the purpose and within the capacity for which it was designed.
- Ensure that the Plant is operated by a suitably qualified operator and used within its rated capacity.
- At its own expense clean, fuel, lubricate, check water and keep the Plant in good and substantial repair and condition, provided that the Hirer shall not undertake any repair or servicing and if any repair or servicing appears desirable shall advise the Owner immediately. Pre-arranged major servicing will be carried out by the Owner during normal working hours.
- Accept full responsibility for all flat and/or damaged tyres where this condition has been caused by the Hirer's acts or omissions.
- Clean the Plant properly and thoroughly upon completion of the hire or be charged at and within the absolute discretion of the Owner a cleaning fee at the appropriate rate for such purpose for any cleaning required to be performed by the Owner or its representative.
- Subject to clause 5, accept full responsibility for the safekeeping of the Plant, and except as specified hereafter, indemnify the Owner for all loss, theft or damage to the Plant however caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence, failure or omission of the Hirer.
- Subject to clause 5, accept full responsibility for, and indemnify the Owner against all claims in respect of any injury to persons, or damage to property, arising out of the use of the Plant during the hire period however arising, whether from negligence of the Hirer or any other person including but without limitation where the Plant is being operated for any reason by the Owner, its servants or agents.
- Not be entitled to a lien over the Plant, nor without the Owner's prior written consent part with possession of the Plant or assign the benefit of the Contract.
- Not alter or make any additions to the Plant including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Plant or any other part of the Plant or in any other manner interfere with the Plant.
- Understand and accept that an additional charge for DAMAGE WAIVER (See also clause 7 below) is automatically included with the Owner's charge for any Plant (excluding accessories) except upon the Owner receiving written advice from the Hirer that the DAMAGE WAIVER is not required and that the Hirer accepts liability for the full replacement or reinstatement costs (whichever is applicable) for any loss, theft or damage to the Plant other than any damages or loss which result from a breach of the CGA by the Owner.
- Understand that when hiring party equipment no DAMAGE WAIVER charge is available and any damage, shortage or breakage of equipment is payable by the Hirer other than any damage which results from a breach of the CGA by the Owner.
- Pay to the Owner all hire and related charges and other costs.

- Accept responsibility and full reimburse the Owner for the cost of freight to retrieve Plant abandoned for any reason (with the exception of the right of a consumer to require collection of the Plant by the Owner pursuant to section 22(2)(a) of the CGA, where the Plant is being rejected for non-compliance with the guarantees under the CGA).
- Forthwith on request by the Owner advise the Owner of the whereabouts of the Plant and allow the Owner its agents or servants reasonable time to inspect and test the Plant and for such purposes the hirer hereby gives irrevocable leave and licence to the Owner its servants and agents to take possession of and remove the same and to enter upon any premises of the Hirer and as the agent of possession of and remove the same and to enter upon any premises of the Hirer and as the agent of the Hirer enter upon any premises where the Plant or any of the same or any part thereof may be.

5. CONSUMER GUARANTEES ACT 1993

Where there is a breach of the Owner of the guarantees provided by the CGA, nothing in this Contract shall require the Hirer to indemnify the Owner from any loss or damage arising from that breach.

6. OWNER'S RIGHT TO TERMINATE

- Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this Contract:
 - At any time by giving to the Hirer two (2) hours (or if the Owner deems it appropriate such lesser period) notice of its intention to terminate. Such notice need not be in writing and shall be deemed sufficiently given if made to:
 - The Hirer; or
 - The operator for the time being of the Plant; or
 - The occupier for the time being of the premises at which the Plant is located; Provided that notice is deemed to be given if the Plant is removed with no person in attendance.
 - Without notice if the Hirer shall commit any breach of this Contract or if the Hirer commits any act of bankruptcy or being a company an application is made or resolution is passed for it winding up or being a company a receiver of its assets or any of them is appointed or if any execution or distress shall be levied upon the Plant or if any judgment against the Hirer shall remain unsatisfied for seven (7) days or more or if the Hirer makes an assignment or compromise for the benefit of its creditors or being a company is placed under statutory management or if it ceases to carry on business.
- Upon termination of this Contract as aforesaid the Owner shall be entitled to take possession of the Plant and for this purpose the Hirer irrevocably appoints the Owner its agent and authorises the Owner to enter on any land or premises owned by or under the control of the Hirer upon which the Plant is then situated and agrees to indemnify the Owner in respect of any claims, damages or expenses arising out of any action taken under this condition.

7. DAMAGE WAIVER

DAMAGE WAIVER will be charged at a percentage of the hire value on all hires except where a specific different written agreement is reached on the Owner and Hirer.

The Hirer is responsible for any loss of or damage to the Plant (other than damage arising as a consequence of a breach by the Owner of the guarantees provided by the CGA) from the time the Hirer takes possession of the Plant until it is returned to the possession of the Owner. The cost of any replacement or repairs resulting from loss or damage will be charged to the hirer. The Hirer shall notify the Owner immediately if the Plant is lost or damaged and shall follow any reasonable request by the Owner.

Where DAMAGE WAIVER charges have been charged to the Hirer and the Hirer has:

- notified the Owner of the full circumstances leading to the loss or damage within 24 hours of the loss or damage and,
 - in the case of loss or damage caused by fire, storm, collision, accident, theft or burglary, obtained a written Police Report or independent report as required by the Owner within 24 hours of the loss or damage and,
 - provided adequate precautions to ensure that any loss or damage was not incurred due to negligence by the Hirer. then the Owner will waive the Hirer's liability for loss or damage, except that the Hirer will still be liable for, in the event of loss or damage to the Plant, an excess of \$1000 will be charged for plant with a value less than \$50,000 or an excess of \$10,000 will be charged for plant valued at greater than \$50,000.
- However the Hirer will be liable for the full cost of repairs to or replacement of the Plant where the loss or damage has been caused by:
- misuse, abuse or overloading including overloading of motors and electrical appliances
 - mysterious disappearance or wrongful conversion including where the Plant is not reasonably locked and secured
 - contravention of the conditions of this contract
 - violation of any law or regulation
 - damage to tyres and tubes by punctures, bruises or cuts
 - lack of lubrication or other routine servicing by the Hirer
 - locating, using, loading, unloading, transporting the Plant on or over water, wharves, bridges or vessels of any kind
 - damage caused by exposure to any corrosive substance
 - negligence of the Hirer where the Hirer has failed by action or inaction, intent or lack of due care to take all reasonable precautions to protect the Plant from loss or damage
 - loss of or damage to tools, grease guns, hoses, electric cords, and other similar accessories.

8. BUSINESS PURPOSES

If the Hirer:

- hires or holds itself out as hiring, the Plant for the purposes of a business in any way or hires Plant which is not ordinarily used by a consumer; or
- acquires, or holds itself out as acquiring any consumables (eg, goggles, earmuffs, sandpaper) for the purposes of a business in any way or acquires any consumables which are not ordinarily acquired by a consumer; then the Hirer agrees to the following terms:
 - the conditions, warranties and guarantees set out in the Sales of Goods Act 1908 and the Consumer Guarantees Act 1993 ('CGA') or implied by the common law will not apply and are excluded from this Contract and in particular, no warranty is made by the owner concerning the performance specifications or capacity of the Plant or consumables;
 - the Hirer may not claim on any of the remedies set out in the CGA from the Owner or from any manufacturer of the Plant or consumables or from any manufacturer of any components or parts in the Plant or consumables;
 - the Owner's liability shall be limited to replacement or repair (at the Owner's option) of any Plant or consumables it considers upon inspection to be defective;
 - the Owner shall not be responsible to the Hirer or to third parties for any damage that may be done by the Owner's delivery and collection vehicle or the Owner's servants or agents on effecting collection of the Plant;
 - the Owner, and its employees, contractors and agents, and any manufacturer(s) of the Plant or any of the materials or components of the Plant or consumables, will not be liable to the Hirer for any loss or damage however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, consequential loss or damage caused by or arising from breakdown of the Plant, delays in manufacturing or delivery, faulty installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials, equipment or component parts in the Plant or consumables. The exclusion also includes costs incurred in returning the Plant or consumables to the Owner or to any manufacturer; and
 - the Hirer indemnifies the Owner against all claims whatsoever arising from the hiring of the Plant or acquisition of the consumables.

9. DELEGATION OF AUTHORITY BY HIRER

Where the person signing the Contract signs for and on behalf of another person or entity as Hirer, the person signing covenants with the Owner that he or she has the authority of the Hirer to make this Contract on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this Contract and is not released from the obligations hereof by signing on behalf of or in the name of another person or entity as Hirer and without limiting the foregoing hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person so signing this Contract failing to have such power and/or authority.