

TERMS AND CONDITIONS

These terms and conditions apply to all contracts for the hire of equipment and the supply of services by Generator Rental Services Limited ("Owner") to any hirer, as well as to all situations where equipment is or comes into the possession of a hirer or their servants or agents, regardless of the means by which that occurs.

1. Delivery and removal of equipment

The Hirer authorises the Owner to bring its vehicle onto his property to deliver the equipment and to collect the same at the end of the hire period or at any other time permitted by this agreement. The Owner shall have no liability whatsoever to the Hirer nor third parties for any damage that may be caused by the Owner during delivery or recovery, whether to driveways, underground services or otherwise howsoever and whether or not the Owner was negligent. Requests for collection must be made by telephone when the Hirer has finished with the equipment. All cartage charges are to be paid by the Hirer.

The Hirer remains fully responsible for the care and custody of the equipment until it has been collected by the Owner.

2. Hire Period

The hire period commences when the equipment leaves the Owner's store as noted on the hire form, and ends at the time stated by the Hirer on the hire form. The equipment must be back in the Owner's store by that time, whether by delivery by the Hirer or following collection by the Owner at the Hirer's request.

3. (a) Owner's Right to Hire

The Owner may terminate the hire at any time without reason by giving the Hirer 48 hours written notice by email sent to the email address specified on the hire form. The Owner shall not be liable to the Hirer for any loss arising from such termination.

4. Hiring Charges

In the absence of any special arrangements to the contrary equipment is hired on a daily rate, Saturdays, Sundays and holidays included for the hire period as set out in clause 2 above and not according to the actual usage of the equipment

A day is 12 hours, and one week is 7 days.

Rates are charged at standby rates plus hours used or 12 hour running plus extra hours or 24-hour rates

5. Payment

(a) Unless the Hirer operates a credit account with the Owner, the Hirer must pay a bond before the start of the hire period which exceeds the estimated total charges. The amount of the bond that exceeds the total charges will be refunded to the Hirer on return of the equipment in good order and condition. Should total charges exceed the amount of the bond the Hirer shall pay the balance on return of the equipment.

(b) The Hirer accepts these terms and conditions and agrees to pay any costs of collection and all legal fees incurred by the Owner in the event of legal action becoming necessary to enforce any aspect of these terms and conditions.

(c) Where the Hirer operates a credit account with the Owner payment must be made in full by the twentieth day of the month after the date of invoice. Where payment is not made by the due date, the Owner reserves the right to charge default interest at the rate of 5% above the Owner's bank overdraft rate from time to time, whether or not that bank account is in overdraft.

(e) Any disputes regarding any invoiced amount must be raised with the Owner within 14 days of the date of the invoice. Disputes raised after that period shall be deemed not valid. The Hirer must pay the invoice in full pending resolution of any valid dispute and a credit will be given by the Owner if the dispute is upheld.

6. Care of Equipment and Breakdowns

(a) The Hirer shall take proper care of the equipment. In the event of the equipment being damaged, the Hirer shall pay to the Owner the cost of making good said damage. In the event of the equipment being lost or stolen while on hire to the Hirer, the Hirer shall pay the Owner the replacement value of that equipment.

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

(c) Breakdown resulting from misuse shall not in any circumstances be accepted as a reason for shortening the period of hire or reducing the charges payable.

(d) It is the Hirer's responsibility to satisfy itself 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 or equal to new, but all equipment hired out by the Owner will be in good condition and fit for normal use.

(f) Notwithstanding any other provision of these terms the Owner shall not be liable for any loss, expense or liability suffered or incurred by the Hirer as a result of the breakdown of or inability to use the equipment howsoever caused, including as a result of brownouts, power surges, or intermittent or fluctuating supply of electricity, gas, water, light, steam, air, heating, cooling or telecommunications services.

(g) In the event of breakdown, the Hirer must immediately notify the Owner by telephone. If repair is impracticable and if replacement equipment is not available, the Owner may terminate the hire and will not have any liability whatsoever to the Hirer for such termination or any consequences of breakdown

7. Injury or Damage to Hirer or Third persons or Property

The Owner shall not have any liability to the Hirer for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment, failure of the equipment. The Hirer will indemnify the Owner against any claim by any third party in respect of any loss, injury or liability arising from the hire or from the use of the equipment hired by the Hirer.

8. No assignment of hire agreement

This agreement is personal to the Hirer and cannot be assigned. The Hirer shall not sublet the equipment to any other person.

9. No warranties by owner

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

In particular but without limiting the generality of this clause 9, Hirer agrees that the Equipment is being supplied by Owner and hired by Hirer in trade and that, pursuant to section 43 of the Consumer Guarantees Act 1993, the provisions of that Act are expressly excluded and it is fair and reasonable to do so.

10. Insurance

(a) The Hirer may elect at its own cost to insure itself, its property, third parties and their property against all risks arising from the presence or operation of the equipment. The Hirer must insure the equipment against loss, damage or theft of the equipment to its full replacement value and must provide evidence of such insurance to the Owner on request.

(b) In the event that evidence of insurance is not provided, the Owner may:

(i) insure the equipment while on hire. The Hirer must pay a fee of 10% of the hire cost for this service. The Hirer shall remain liable for the cost of the insurance excess, being 50% of the replacement cost of the equipment up to a maximum of \$2,500 plus GST per item; or

(ii) Cancel the hire agreement

(c) The Hirer must upon request provide the Owner with all assistance and information required to enable the Owner to claim under its insurance policies.

(d) If equipment is stolen, or involved in any incident resulting in damage, immediate notice must be given to the Owner.

11. Damage Waiver

The Owner will waive the liability of the Hirer (except for the amount of the insurance excess) for loss of or damage to the equipment if the Hirer has:

1) Been charged an insurance premium under clause 10(b) above or if quoted pricing includes insurance; and

2) Delivered to the Owner within 24 hours of the time when the Hirer first becomes aware of the loss of or damage to the equipment a complete and accurate written report on the circumstances of such loss of or damage to the equipment and

3) Lodged a written report in respect of any loss of equipment with the Police; and

4) Rendered such assistance and done such other things as the Owner shall have reasonably required for the purposes of enabling the Owner to recover such loss or damage to the equipment:

The Damage Waiver shall not apply to:

a) Loss of or damage to the equipment caused by it not being locked and secured.

b) Loss or damage caused misuse, abuse or overloading of the equipment or failure to take reasonable care of it.

c) Damage to tyres and tubes by blowout, bruises, cuts or other causes arising from the use of the equipment.

d) Loss or damage resulting from lack of lubrication or other normal servicing of the equipment.

e) Loss of or damage of tools, accessories, hoses and similar, electrical cords, switchboards etc

f) Loss of or damage to equipment where such loss or damage has resulted from any incident or accident involving water.

g) Loss of or damage to items on which the damage waiver premium has not been charged.

h) Loss of or damage of the equipment arising from a breach by the Hirer of the conditions of this agreement.

i) Loss of or damage from the use of the equipment in violation of any statute, regulation or by-law.

j) Loss or damage to motors or other electrical appliances or devices caused by overloading.

12. Warranty of Authority

The person signing this 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.

13. Licence to Enter

The Hirer shall forthwith on request by the Owner advise the Owner of the whereabouts of the equipment and allow the Owner a reasonable opportunity to inspect and test the equipment. For such purposes the Hirer irrevocably gives permission to the Owner its servants and agents to enter any premises where the equipment is to be found and to take possession of the same.

14. Privacy

Where the Hirer is a natural person the Hirer authorises the Owner to obtain information about the Hirer's creditworthiness and authorises third parties to disclose such information to the Owner. The Hirer has rights of access to and correction of personal information as provided by the Privacy Act 1993.

15. Exclusion of Liability

The Owner shall not be liable for any direct, indirect or consequential losses or expenses suffered by the hirer or any third party, howsoever caused (including the Owner's failure to supply equipment or delay in the supply of equipment), including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party. Should this exclusion of liability be held to be invalid or ineffective for any reason, the Owner's liability shall be limited to the amount of the hire paid or payable by the Hirer.

16. Security Interest

(a) These Terms constitute a security agreement for the purposes of the Personal Property Securities Act 1999 (the PPSA), which provides for a continuing security interest in Owner's favour in respect of any Equipment provided by Owner to Hirer, and all Hirer's present and future rights in relation to such Equipment, to secure the payment by Hirer to Owner of all amounts owing from time to time.

(b) Hirer will on request promptly do all things (including signing any documents) and provide all information necessary to enable Owner to perfect and maintain the perfection of the security interest under clause (a) (including by registration of a financing statement).

(c) Hirer agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to these Terms; to waive all Hirer's rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA; and to waive Hirer's rights to receive a copy of the verification statement confirming registration of a financing statement.