

# Waimak Hire Conditions of Hire

ADDITIONAL CHARGES WILL OCCUR IF EQUIPMENT IS NOT RETURNED CLEAN.

I UNDERSTAND THE SAFETY INSTRUCTIONS AND HAZARD RELATED TO THE HIRED EQUIPMENT.

CONDITIONS: The conditions set out below shall apply to all contracts for the hire and/of goods ("equipment") between Waimak Hire Ltd ("the owner") and the entity hiring the equipment ("Hirer"). These conditions shall not be modified, amended, waived in the whole or in part, except by written agreement between the parties. It is agreed that Waimak Hire Ltd will let the Hirer take on hire of the equipment described on the front of this form at the rates and under the conditions stated in this contract. The hirer accepts these conditions, and that the equipment is in good working order and condition when signing the agreement.

TERMS AND CONDITIONS OF WAIMAK HIRE LTD ("Owner") to be used where the Hirer is not a business.

COSTS/INSURANCE: IN THE EVENT THAT DAMAGE IS CAUSED TO THE EQUIPMENT ONCE THE EQUIPMENT HAS LEFT THE PREMISES OF WAIMAK HIRE LTD, IT IS THE RESPONSIBILITY OF THE HIRER TO PAY FOR ALL PARTS LOST OR DAMAGED DURING THE TERM OF THE HIRE AND THE REPLACEMENT COST OF TYRES, PUNCTURES, OR REPAIRS SHOULD THIS BE THE CASE. THE HIRER WILL PAY FOR MATERIALS USED, DELIVERY, REMOVAL COSTS AND CLEANING COSTS IF APPLICABLE. THE HIRER WILL NOTIFY WAIMAK HIRE LTD IMMEDIATELY OF ANY SUCH DAMAGE, LOSS OR THEFT AND IN THE CASE OF THEFT NOTIFY THE POLICE IMMEDIATELY, TAKING DOWN A POLICE CONTACT NAME AND PHONE NUMBER. INSURANCE IS RESPONSIBILITY OF THE HIRER ONCE THE EQUIPMENT IS IN THE HANDS OF THE HIRER AND IN ANY SUCH CASE THE HIRER'S INSURANCE COMPANY SHOULD BE NOTIFIED OF ANY SUCH CLAIM IN THE FIRST INSTANCE, IN THE CASE OF CLAIM FOR DAMAGES, LOSS, THEFT ETC.

CHARGES: Equipment may be hired for half day period, daily, weekend, weekly, as agreed in writing. The hirer acknowledges and agrees that Waimak Hire Ltd will charge extra for any equipment usage in excess of the maximum usage time. The hire period begins from the time the equipment leaves Waimak Hire Ltd premises and continues until the equipment is returned or this hire agreement is terminated. The hirer acknowledges that should the equipment be returned dirty; a cleaning fee is applicable of \$39.

PAYMENT: The hirer will pay for the full cost of the hire at the time the equipment is either hired out or returned, once Waimak Hire Ltd has checked

the hire equipment for any possible damage etc. In the event of subsequent damage, the cost of repair will be invoiced out to the Hirer for payment within seven days.

The Hirer shall pay to the Owner all costs and expenses incurred by the Owner in recovering money.

or in connection with the exercise or attempted exercise of any of its rights or remedies under this contract, including commissions chargeable by credit agencies and legal costs of any recovery actin on a solicitor and client basis.

**DELIVERY AND REMOVAL:** Delivery and collection of the hire equipment is at extra cost to the Hirer.

**OWNERS RIGHT TO CANCEL:** If the Owner believes the equipment to be at risk for any reason whatsoever including but not limited to the manner of its use by the Hirer or adverse weather or work conditions, or that the Hirer is unable to, or might be unable to pay any hire charge or purchase price the Owner may take action as necessary to recover possession of the equipment. Accordingly, the Hirer grants the Owner authority to enter at any time onto any place where the equipment is situated or thought to be situated to remove the equipment. The owner will not be liable to the Hirer or any other persons for any loss suffered, or liability incurred arising from cancellation or repossession of the equipment.

**Hirer Acknowledgements:** Any advice, recommendation, information or assistance provided by Waimak Hire Ltd is given in good faith and is based on the Owner's own knowledge and experience. However, the Hirer acknowledges that it is its responsibility to ensure that the Equipment is suitable for its purposes; The Site is suitable for the Equipment; The use of any Equipment at the Site will not be in breach of any restriction or covenant affecting the Site or any other legal or regulatory requirement. The hirer will ensure that all couplings, safety devices and fittings are properly connected so that equipment is safely attached to the transporting vehicle.

If the hirer is not an individual or the person responsible for the use of the hire equipment whilst being hired, the person who signs this contract on behalf of the hired warrants that he/she has the authority to bind the hired and will in any event, be personally liable for the performance of the obligations of the hirer.

**LIMITATION LIABILITY:** Where the Owner is in breach of a suppliers guarantee in terms of the Consumers Guarantee Act 1993, the Hirer is entering into this contract, acknowledges that in all other circumstances whatsoever the Owner shall not be liable for direct or consequential damage, loss or expenses whatsoever and howsoever arising, (whether in contract or in tort(including that resulting from negligence of the Owner) or arising by operation of law) and

whether suffered by the Hirer to the Owner pursuant to this contract. Except where the Owner is in breach of a guarantee in terms of the Consumer Guarantees Act 1993. The Hirer in entering this contract acknowledges that in all other circumstances whatsoever the Owner shall not be liable for direct or consequential damage, loss or expense whatsoever and howsoever arising (whether in contract or in tort)

PRIVACY ACT 1993: This contract collects personal information about you the Hirer. The information is principally collected to evaluate the hire of goods that you require. The information is held by the Owner. Failure to provide the necessary information on the contract may result in your hire of equipment to be terminated. The Hirer has rights of access and correction of personal information contained in this contract, subject to the provisions of the Privacy Act 1993. The Hirer authorises Waimak Hire Ltd to release to other parties information regarding this hire contract if the Hirer does not comply with its terms, conditions and obligations.

Under the Privacy Act I/We give consent for information recorded on this document to be used in any way by Waimak Hire Ltd or their agent.

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