



## Terms and Conditions of Hire

Norton Site supplies agrees to hire equipment to the client based on the terms and conditions set out in this document. It is important that you as the client thoroughly reads these terms and conditions, as Norton Site Supplies will not be held liable in some circumstances. The client is deemed to have accepted these terms and conditions when the upon signing of the hire agreement.

### 1. DEFINITIONS

- 1.1 'Supplier' means Norton Site Supplies
- 1.2 'Client' means the person who signs the hire agreement and is deemed the hirer
- 1.3 'Bond' means the bond specified in the hire agreement, in NZD
- 1.4 'Equipment' means the equipment specified in the hire agreement and includes trailers for scissor lift hire & transport
- 1.5 'Hire charge' means the charge specified in the hire agreement, in NZD
- 1.6 'GST' means Goods and Services tax
- 1.7 'Hire Period' means the period of time agreed for hire specified in the hire agreement and is subject to clause 2
- 1.8 'Agreement' means the hire agreement and these the terms and conditions set down in this document
- 1.9 List price means the price of equipment, listed as per the manufacturer
- 1.10 PPSR means Personal Property Securities Register
- 1.11 PPSA means Personal Property Securities Act 1999

### 2. HIRE PERIOD

- 2.1 The hire period begins from the time the equipment leaves the premises of the supplier pursuant to clause 3
- 2.2 The hire period ends at the time the equipment is returned to the premises of the supplier pursuant to clause 3
- 2.3 The equipment must be returned pursuant to clause 3 on or before the stated end time in the hire agreement, in the same condition it was in prior to the commencement of the hire period.
- 2.4 The hire period is set out below. The time of day will be specified in the hire agreement.
  - 2.4a Half day rate is four (4) hours.
  - 2.4b Daily rate is twenty four (24) hours.
  - 2.4c Weekly rate is five (5) consecutive days.
- 2.5 When the accumulated daily rate is more than five (5) consecutive days, the lesser weekly rate will apply as per clause 3.
- 2.6 No allowance is to be made for a lesser cost to the client if the equipment is not used during the hire period

### 3. DELIVERY AND RETURN

- 3.1 The hire agreement will specify the method of delivery and return of the equipment as discussed between the client and supplier and will be
  - a) **On Commencement of the hire period:** Supplier delivery or Client pick up from the Supplier premises to the site of operation

- b) **On completion of the hire period:** Returned by Client delivery to the Suppliers premises or picked up by the Supplier from the site of operation

3.2 The site of operation will be specified in the hire agreement

#### **4. CHARGES**

- 4.1** When the equipment is returned later than the agreed hire period end time, a late fee will be charged. The minimum late charge is four (4) hours.
- 3.2** Norton Site Supplies has the right to charge for cleaning charges if the equipment is deemed to excessively dirty by the supplier on return of the equipment to the suppliers premises
- 3.3** The client will be charged for the period of hire stated in the hire agreement based on the hire period stated in clause 2.4 plus GST

#### **4. THE CLIENT**

- 4.1** The client is appropriately trained and qualified to operate the Equipment in accordance with WorkSafe and only use the Equipment in accordance with its intended use
- 4.2** The client will not use the equipment whilst under the influence of alcohol and or drugs
- 4.3** The client will take proper care of the equipment and not exceed legal and safe limitations of the equipment
- 4.4** In the event of equipment malfunction or damage, the client must immediately cease use of the equipment and inform Norton Site Supplies
- 4.5** The client is responsible for ensuring the equipment is free of all defects and fit for the intended purpose and will prompt notify the supplier of any concerns prior to the commencement of the hire period.
- 4.6** The client is will pay for the entire hire period proposed in the hire agreement, unless the supplier is given at least 48 hours of notice to change the hire period
- 4.7** The Client will not use the equipment for any illegal undertakings
- 4.8** The Client will not use the equipment in any way that would disqualify an insurance claim
- 4.9** The Client must obtain all relevant certificates and licenses (at expense of the client) that are required for the services
- 4.10** Client accepts the specificities of the equipment described in the hire agreement is approximate and not exact
- 4.11** The client indemnifies Norton Site Supplies from extra costs including losses of profit
- 4.12** The client indemnifies Norton Site Supplies from injury and harm, including death to persons
- 4.13** The client is solely responsible for and indemnifies Norton Site Supplies from all costs relating to damage and or theft, to any or all parts of equipment including third party equipment and or property and all claims that may arise from the Clients use of the equipment
- 4.14** In a situation where the equipment is not returned, damaged or written off, the client must pay at the request of the supplier the full amount of new replacement equipment at list price
- 4.15** The Client will pay the cost of any repairs for damages to the equipment during the hire period and be liable to pay for hire fees that are lost if the equipment is deemed out of service by the supplier due to client damage and cannot be used by any client
- 4. 16** The client has suitable insurance to cover all liabilities sustained by operation of the equipment including but not limited to clause 4.12, 4.13, 4.14, 4.15
- 4.17** The client agrees that at all times, the equipment will remain the property of the supplier and will not lease or cross hire the equipment to third parties
- 4.18** The Client agrees that the Supplier may amend their general terms and conditions for subsequent and future contracts
- 4.19** The Client will not use the intellectual property of the supplier
- 4.20** The Client will not deface or make alterations to the equipment
- 4.21** The client is solely responsible for and indemnifies Norton Site Supplies against any costs related to 4.11, 4.12, 4.13, 4.14, 4.15 and any legal costs that may arise
- 4.22** will not use the intellectual property of the Supplier without expressed consent from the Supplier

#### **5. THE SUPPLIER**

5.1 Norton Site Supplies has the right terminate the contract and recover equipment and both verbally and in writing when

- a) The Supplier believes the Client is not meeting their obligations stated in clause 4
- b) When notified of equipment misuse, neglect by the Client

- c) When the equipment is not returned at the time stated in the hire agreement

- d) When the Client has not paid the amount owed on the due date to the supplier

5.3 Norton Site Supplies reserves the right to substitute the equipment with similar equipment if the equipment is not available for any reason

5.4 Norton Site Supplies has public liability insurance at a value of at least \$2,000,000.00

5.5 Norton Site Supplies will comply with certification of equipment however make no absolute guarantee or warranty to the state, quality or fitness of the equipment

5.6 Norton Site Supplies has the right to deem equipment out of service for any reason

5.7 Norton Site Supplies has the right to perform a credit check on the hirer

5.8 Norton Site Supplies has the right to amend these terms and conditions for subsequent and future contracts

## **6. PRIVACY POLICY**

**6.1** Norton Site Supplies may collect and hold information about the Client, including credit and trade references and use this information to assess the creditworthiness of the Client

**6.2** The information collected includes but is not limited to name, phone number/s, D.O.B, occupation, drivers licence, devious credit applications, credit history and overdue fines

**6.3** The Client has the right to access, correct and receive a copy of this information, by contacting Norton Site Supplies **6.4** All emails, documents, messages (electronic and written) shared by the

Client and Supplier is deemed confidential

## **7. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)**

**7.1** The client accepts that when signing this Hire Agreement that a security agreement for the purposes of the PPSA is established. A security interest is taken in the equipment hired (collateral) to the client by Norton Site Supplies.

**7.2** Norton Site Supplies may register a financing statement under the PPSR to protect its title and ownership of the equipment, secure money payable to Norton Site Supplies and the secure the conduction of the clients obligations set out in this contract.

**7.3** On request from Norton Site Supplies, the client must at their own cost provide information, documents, obtain consents and anything else that may be required of them in order to register a financing statement on the PPSR

**7.4** The Client waives its rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133 and 148 of the PPSA.

**7.5** The client acknowledges that the title to the hired equipment remains with Norton Site Supplies at all times

**7.6** Norton Site Supplies has the right to conduct a credit check on the Client

