

HIRE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

1.1 These terms and conditions apply when you ("you" and "your") hire **equipment** from **Kenderdine Electrical Ltd or Professional Lighting Services Ltd** ("we", "us" and "our").

2. HIRE PERIOD

2.1 The hire period commences when we give you possession of the **equipment** or we give possession of the **equipment** to a common carrier, or other bailee for the purpose of transportation to you ("possession") and continues until you return the **equipment** into our possession.

2.2 No allowance whatsoever can be made for time when **equipment** is not in use for any reason whatsoever i.e. when off set, the **equipment** is not off-hire.

3. EQUIPMENT

3.1 The **equipment** hired is the **equipment** described in the hire documentation.

3.2 We do not represent or warrant that the **equipment** supplied or its capacity or performance is fit for the purpose for which you require.

3.3 While every endeavour is made to supply **equipment** as ordered, we reserve the right to substitute other designs where necessary.

3.4 You are responsible for determining the condition and suitability of the **equipment** hired for the purpose required.

3.5 You must ensure the **equipment** is operated by a competent, suitably qualified operator and is used within its rated capacity.

3.6 You must ensure the **equipment** is used in a skilful and proper manner and only for the purpose and within the capacity for which it was designed.

4. NON-SUPPLY

4.1 We will endeavour to supply the **equipment** as ordered but cannot accept responsibility for non-delivery, delay in delivery or inability to supply when required.

5. LOSS OR DAMAGE

5.1 It is agreed that you accept full responsibility for any loss or damage to the **equipment** from any cause whatsoever from the time you take possession until the **equipment** is returned to our possession.

5.2 You will insure the **equipment** at full replacement value. You will also hold the proceeds of such insurance in a separate fund and on trust for us.

5.3 It is agreed that you are liable for any loss or damage to any **equipment**, including but not limited to, damage or loss caused by fire, storm, collision, accident, theft or burglary, or arising from misuse, abuse or overloading, mysterious disappearance or wrongful conversion, any breach of these terms, violation of any laws, normal servicing, location, use, loading, unloading or transportation on or over water, wharves, bridges or vessels of any kind, exposure to any corrosive substances (including caustic, cyanide, acids, salt water), theft, transportation (except where transported by us or our agent), or negligence by you and shall pay to us the cost of making good any repair to the **equipment** or the cost of replacing the **equipment**, whichever is the lesser.

5.4 The cost of replacement for **equipment** lost or damaged beyond repair will be charged at full list price for replacement. The age of the original **equipment** will not be taken into account.

6. PROPER USE

6.1 You agree to take proper care of the **equipment** and use the **equipment** in a manner or to such an extent that is reasonable and according to any manufacturer's specifications and instructions. You also agree to maintain the **equipment** in a good and clean condition and will not attempt to alter, repair or modify the **equipment**.

7. DAMAGED EQUIPMENT

7.1 If any **equipment** is damaged or destroyed it must be returned to us.

8. FAULTY EQUIPMENT

8.1 If you consider any **equipment** to be faulty when it is supplied to you then you must notify us immediately and the hire will cease from the time such notification is received if the **equipment** is found to be faulty when supplied by us.

9. RETURN OF EQUIPMENT

9.1 Any **equipment** or part thereof not returned on due date will be charged to your account. No credit will be allowed for any **equipment** returned after thirty days from the due date for return.

9.2 Unless agreed otherwise in writing you are responsible for returning the **equipment** and will be responsible for the full replacement cost of any **equipment** not returned.

9.3 If returning via a freight company, wheeled roadcases & fragile equipment must only be freighted in a hard sided truck, not a curtain sider. We prefer Flivways. If you do not have an account, we can arrange pickup for you.

10. DELIVERY

10.1 Hire Charges are ex our warehouse or depot. Any freight or delivery charges incurred by us on your behalf will be charged to you.

10.2 The time agreed for completion of delivery shall not be an essential requirement and it is agreed that we are not liable for any loss (including consequential loss) or damage caused as a consequence of any delay by us in the delivery of the hired **equipment**.

11. PACKING CONTAINERS ETC

11.1 All **equipment** will be suitably packed where necessary. Such packing must be used by you when returning the **equipment**, otherwise the cost of such packing will be charged to your account.

12. PAYMENT

12.1 The inclusive charges for the hire are as recorded on the invoice.

12.2 Additional return charges for the period overdue will be made for **equipment** returned after 12 noon on the due date, at standard daily rates.

12.3 Any expenses, disbursements and legal costs incurred by you in the enforcement of any rights contained in these terms shall be paid by you, including any reasonable solicitor's fees or debt collection agency fees.

12.4 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month until payment of the amount, and all related interest is paid in full.

13. TERMINATION

13.1 If default exceeding seven days is made in any payment due on account of the hire, or if there is any other breach of these terms and conditions then we reserve the right to terminate the hire period forthwith, and to take any steps necessary to recover possession of the **equipment** without prejudice to our entitlement to recover all amounts due for the hire, reconditioning of the **equipment** if required and cost for transport to our store.

14. PROPERTY RIGHTS

14.1 We retain ownership of the **equipment** during the hire period and you agree to keep the **equipment** in his your possession and control, and free from all liens, charges, encumbrances and any other interests whatsoever.

15. PERSONAL PROPERTIES SECURITIES ACT

15.1 Pursuant to the Personal Properties Security Act 1999 ("the Act"), we have a security interest in all **equipment** hired to you for a period of more than one year, including a lease for an indefinite term or where the hire terms cumulatively amount to more than one year and where you have had continuous possession of **equipment** for more than one year.

15.2 If you default (as defined in the Act and including a failure to pay any sum due by the due date) or if we consider a default is likely to occur or the **equipment** is "at risk" (as defined in the Act), you give us an irrevocable authority and licence as your agent, to enter at any reasonable time, premises occupied by you or on which **equipment** we have hired is situated and remove and repossess the **equipment** ("the repossession").

15.3 We are not liable for any costs, damages, expenses or losses incurred by you or any third party, nor liable in contract, or in tort, as a result of the repossession and you agree to indemnify us for any costs, damages, expenses or losses incurred as a consequence of the repossession.

15.4 Following the repossession our entitlement to enforce the payment of any sums due shall remain as will our entitlement to enforce any rights or obligations pursuant to these terms and conditions.

15.5 It is also agreed that we are not obliged to comply with our obligations under sections 107 (2) (a) to (e) and 107 (g) to (i) of the Act and that you will not register a financing change statement over the **equipment** and that nothing in sections 133 and 134 shall apply.

16. INSPECTIONS

16.1 You also give us an irrevocable authority and licence as your agent, to enter at any reasonable time, premises occupied by you or on which **equipment** we have hired is situated for the purposes of inspecting, repairing, testing or removing any **equipment**. You shall also on request by us be obliged to advise of the location of any **equipment**.

17. LIABILITY

17.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes and regulations may imply warranties or conditions or impose obligations upon us which cannot by law be contracted out of ("the statutory restrictions").

17.2 However subject to the statutory exceptions, it is agreed by you that we are not liable for any loss or damage of any kind whatsoever (including any delays, accidents or loss or damage of any kind direct, indirect or consequential, which may arise through defects or breakdowns of the **equipment** hired), arising from the hire of **equipment** by you from us, including consequential loss whether suffered or incurred by the you or another person and whether in contract or tort (including negligence) or otherwise.

18. CONDITION OF EQUIPMENT ON RETURN

18.1 On termination of the hire, you shall return the **equipment**, complete with all accessories, clean and in good order. You will be liable for the costs of cleaning **equipment** returned in a dirty condition.

19. ACCEPTANCE

19.1 If you have not signed this agreement then provided these terms and conditions have been brought to your attention (including being brought to your attention after you have taken possession of **equipment**), shall be deemed to be an acceptance by you of these terms and conditions and of the charges stated on any hire agreement form, or acknowledgement of order.

20. SPARE BULB

20.1 Spare bulbs are only supplied on request. Either the unused spare bulb (with our seal still intact), or the blown bulb must be returned else the spare bulb will be charged for.

21. SUBCONTRACTORS

21.1 You authorise us to subcontract the supply of any **equipment** if we need to.

22. MISCELLANEOUS

22.1 You agree not to assign all or any of its rights or obligations under these terms without our prior written consent.

22.2 Failure by us to enforce any of these terms and conditions shall not be deemed to be a waiver of any of our rights or obligations that we have pursuant to these terms and conditions.

22.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

22.4 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.

22.5 These terms and conditions are subject exclusively to New Zealand law to be determined exclusively within New Zealand jurisdiction.

I warrant to Kenderdine Electrical Ltd and/or Professional Lighting Services Ltd that I have carefully read and agree to be bound by these terms and conditions and that I am duly authorised to enter into this hire contract.

Signed.....

Print name

Position

Dated thisday of 20.....