

Platinum Hire Terms and Conditions of Hire/Sales Contract

These Conditions for the hire or sale of Platinum Hire equipment are prepared with the intention of fostering congenial relationships with Platinum Hire customers and suppliers.

The Conditions set out below shall apply and are incorporated into the Contract for the hire or sale of goods ("equipment") between Platinum Hire (NZ) Ltd ("the Owner") and the Company or person hiring or buying the equipment ("the Hirer"). The Owner reserves the right to change these Conditions without notice. Amended Conditions will be placed on the Platinum Hire website (www.platinumhire.co.nz) and shall apply with effect from the date that such amended Conditions are placed on the website.

1. OWNER'S OBLIGATIONS

The Owner agrees to:-

- a) do everything in its power to fulfill the Contract entered into with the Hirer
- b) provide alternative solutions for the Hirer should the requested equipment not be available for any reason
- c) be contactable by the Hirer on a 24x7 basis
- d) provide equipment in good condition and fit for normal use upon delivery to the Hirer
- e) immediately provide replacement equipment, subject to availability, in the event of equipment breakdown.

2. HIRER'S OBLIGATIONS

The Hirer agrees to:-

- a) take proper care of all equipment provided by the Owner
- b) satisfy themselves that the equipment ordered and provided is suitable for the work intended
- c) ensure all persons who use the equipment are COMPETENT and QUALIFIED to use the equipment, use the equipment in the manner it was designed to be used, and follow any directions from the Owner, local authorities, codes of practice or from the manufacturer of the equipment relating to the use and safety of the equipment
- d) comply with all obligations in relation to the use and control of the equipment as prescribed by the Health and Safety in Employment Act 1992 and all other relevant legislation.

3. CONTRACTURAL OBLIGATION

The person who signs the Contract warrants that they have authority to bind the Hirer and will, in any event, be personally liable for the performance of the obligations on the Hirer. The person so signing indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the Contract failing to have such power or authority. The Hirer shall accept liability for any injury or damage caused to the Hirer or associate users and their property.

4. CHARGES

Equipment may be hired for a daily, weekend, weekly rate or as agreed to in writing by the Owner and the Hirer. The relevant hire period is set out in the Contract. If the weekly rate is less than the accumulated daily hire rate, then the weekly rate will apply. All rates are exclusive of GST unless otherwise indicated and the Hirer shall pay the charges plus GST as indicated on the booking. All published rates are subject to change without notice.

5. PAYMENT

A deposit as detailed on the quote and/or Contract is required to confirm a booking with the balance of the booking payable on delivery of the goods. Payments can be made by direct credit to the Platinum Hire bank account, credit card or EFTPOS. Interest for late payment of invoices will be incurred at the rate of 2%/month.

6. DUE CARE AND LOSS

It is the Hirer's responsibility to guard against equipment loss or damage until returned or collected. The Owner shall invoice the Hirer for loss, damage, excess use charges of equipment (including boxes and crates) and cleaning costs (if any). Equipment is expected to be returned in clean condition and cleaning fees will be assessed and charged if the Hirer returns equipment that the Owner deems to be in unsatisfactory condition. In the case of damage to the equipment, the Hirer shall be responsible for and shall indemnify the Owner for the full cost of all repairs to restore the equipment to the condition it was in at the time of delivery. In the case of loss or irreparable damage to the equipment however caused, the Hirer shall be responsible for and shall indemnify the Owner for the full cost of replacing the equipment.

7. BREAKDOWNS

The Owner is not liable for any loss suffered by the Hirer or liability incurred by the Hirer as a result of the breakdown of equipment howsoever caused. In the event of breakdown the Hirer must immediately notify the Owner by telephone and the Owner will provide replacement equipment, subject to availability.

8. INJURY OR DAMAGE TO THE HIRER OR THIRD PERSONS OR PROPERTY

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

9. DELIVERY AND REMOVAL

Delivery and removal charges (if any) as invoiced by the Owner are payable by the Hirer and are in addition to the hire/sale rates. The Hirer authorises the Owner to bring the Owner's vehicles onto the site where the equipment is located to deliver and/or remove the equipment, either on the expiry of the hire period or on the breach by the Hirer of these Conditions. Deliveries made to third parties or unoccupied premises are made entirely at the Hirer's risk. All goods are carefully checked when packed. It is the Hirer's responsibility to check the goods upon delivery and notify Platinum Hire of any discrepancies and/or damages between the goods ordered and the goods supplied at the time of delivery. The Hirer indemnifies the Owner against any cost, claim, damage, expense or liability suffered or incurred by the Owner whether arising directly or indirectly from the Owner's actions under this clause. The Owner shall not be responsible to the Hirer nor third parties for any damage that may be done to driveways or underground services by reason of the weight of Platinum Hire vehicles.

10. OWNERS RIGHT TO CANCEL

The Owner may terminate the Contract by notice with immediate effect if the Owner believes the equipment to be at risk for any reason whatsoever including, but not limited to

- a) the manner of its use by the Hirer or adverse weather or
- b) work conditions, or
- c) the Hirer being unable to, or potentially unable to, pay any hire charge or purchase price.

The Owner may terminate the Contract by notice with immediate effect if any step is taken to appoint a receiver, manager, trustee in bankruptcy, liquidator, provisional liquidator, administrator or other like person of the whole or any part of the Hirer's assets or business.

The Hirer grants the Owner, or will procure that the Owner is granted, an irrevocable right and authority to enter at any time onto any place where the equipment is situated or thought to be situated to remove the equipment in the event the Contract is terminated. The Hirer indemnifies the Owner against any cost, claim, damage, expense or liability suffered or incurred by the Owner whether arising directly or indirectly from the Owner exercising its rights under this clause or otherwise acting to recover any equipment hired or monies payable by the Hirer pursuant to the Contract.

The Owner is not liable to the Hirer or any other person for any loss suffered or liability incurred arising from termination of the Contract or repossession of the equipment. Cancellation of the Contract by the Owner is without prejudice to any rights that the Owner may have under this Contract.

11. LIMITATION OF LIABILITY

In entering into the Contract, the Hirer acknowledges that the Owner has no liability to the Hirer for any indirect or consequential loss or damage or for any loss of profit (or any other form of economic loss) arising in connection with the Contract (whether in contract or in tort) including that resulting from the negligence of the Owner or arising by operation of law.

12. PRIVACY ACT 1993

The Owner will collect personal information about the Hirer during the booking process. Failure to provide information requested in the Contract may result in a request for hire being declined or the Contract subsequently being terminated by the Owner. The Hirer has rights of access to personal information contained in the Contract, subject to the provisions of the Privacy Act 1993. The Hirer agrees that personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer authorises the disclosure of personal information held by any other party regarding any previous hire contracts entered into by the Hirer. The Hirer agrees to the Owner releasing to other parties information regarding the Contract if the Hirer does not comply with these obligations. The Hirer and each person who signs the Owner's Application for Credit authorises the Owner to collect, retain and use information about the Hirer or such other signatory for the purpose of assessing the Hirer's or such other signatory's creditworthiness.

13. NO ASSIGNMENT

The Contract is personal to the Hirer and is not able to be assigned whether in whole or in part by the Hirer. The Hirer shall not sublet the equipment to any other person but this shall not prevent employees of the Hirer using the equipment in conformity with these Conditions.