



Application for Credit Account – Mangawhai Hire 2016 Ltd, Trading as HIRE WORKS
Once completed please email to admin@hireworks.co.nz or return to branch.

Full Name/Company: _____
Physical Address: _____ GST No: _____
Phone No: _____
Postal Address: _____ Fax No: _____
Registered Office: _____ Mobile: _____
Company No: _____ Email: _____

Details of Partners (if Partnership) Details of Directors (If Limited Company)
1. Full Name: _____ 1. Full Name: _____
Home Address: _____ Home Address: _____
Home Phone: _____ Home Phone: _____
Mobile No: _____ Mobile No: _____
2. Full Name: _____ 2. Full Name: _____
Home Address: _____ Home Address: _____
Home Phone: _____ Home Phone: _____
Mobile No: _____ Mobile No: _____

Contact Person for Accounts: _____
Name and Branch of Bank: _____
Solicitors Name and Address: _____
Accountants Name and Address: _____
Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

Please NO Carters, Placemakers, ITM and Mitre 10 as they will not provide a Credit Check

1. _____ Phone No: _____
2. _____ Phone No: _____
3. _____ Phone No: _____

Hire Works Warkworth / Snells Beach Mangawhai Hire

(Please Tick the branches you would like an account for)

Contract: Mangawhai Hire 2016 Ltd has agreed to supply goods as specified only on the basis that the Hirer has agreed to the Terms and Conditions set out on the back of the Hire Agreement. No variation or addition shall be recognised by Mangawhai Hire 2016 Ltd unless it has been formally agreed to in writing.

Terms: Payment for goods is due on the 20th day of the month following the hire date. Unless covered by prior agreement, interest may be charged from that date at a rate of 2.5% per month on any payments outstanding.

Privacy Act: I/We consent to Mangawhai Hire 2016 Ltd collecting, using and holding general credit information about Me/Us, and to disclosing that information to any third party (including any credit enforcement agency) in connection with credit management and control purposes.

(This must be signed from the director, Partner or the owner of the business)

Signed: _____ Date: _____
Full Name: _____ Position: _____

Before credit can be granted, it is essential that this form is completed in full & signed.

(Please sign the back page)

TERMS AND CONDITIONS UNDER WHICH EQUIPMENT IS HIRED

MANGAWHAI HIRE (2016) LIMITED ("the Owner") trading as HIRE WORKS hires to the Hirer whose name appears on the front of this form the equipment described on the front of the form on the following terms.

1. THE EQUIPMENT

- 1.1 The Equipment remains at all time the exclusive property of the Owner and the Hirer does not acquire any proprietary interest in it the Hirer will not pledge the Equipment in any way or cause any type of security interest to be created in it.
- 1.2 The Equipment is acknowledged by the Hirer to be in good mechanical condition at the commencement of the hire.
- 1.3 The Equipment is to be used at the Hirer's sale risk and all Equipment lost or damaged beyond repair will be paid for by the Hirer at the regular replacement price and the cost of repair of any damaged Equipment will be paid for by the Hirer upon demand.
- 1.4 Where the Owner or the Owner's workmen or contractors have delivered or are delivering Equipment to or from the Hirer either pursuant to the provisions of clause 2.4 or for any other reason (including recovery of Equipment that has not been returned by the Hirer or which is being uplifted pursuant to clause 4.1 (m)) then the Hirer indemnifies the Owner against any costs, losses or damage that may be done by the Owner's delivery and collection vehicle or by the Owner's workmen or contractors during such delivery or collection and in particular (but not by way of limitation), indemnifies the Owner against any responsibility to the Hirer or third parties for any damage that may be done to driveways or underground services.

2. HIRE PERIOD

- 2.1 Subject to the provisions of clause 2.4 hiring charges shall commence from the time the Hirer has possession of the Equipment and shall continue until the return of the Equipment to the Owner's premises or until the expiry of the agreed hiring period whichever occurs last.
- 2.2 Except for instances where a specific written agreement to the contrary has been entered into, the minimum chargeable period of hire shall be a period of one day which day shall cease at 5.00pm on the day of hire.
- 2.3 If the Equipment is not returned to the Owner's premises within the minimum hire period then additional hiring charges shall be payable calculated in multiples of one half day.
- 2.4 Should the Owner agree with the Hirer to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves the Owner's premises and shall cease when the Owner is notified by the Hirer that the Equipment is available for collection provided that such notification has been given by the Hirer in time for the Equipment to be picked up and returned to the Owner's premises by 5.00pm on the day the hire ceases. In the event insufficient notice of availability for collection is given the Hirer may at the Owner's discretion be charged an extra half day's hire.

3. HIRE RATES AND PAYMENTS

- 3.1 The Equipment is hired at the rate shown on the Owner's then current product catalogue unless there is a contrary agreement in writing between the Owner and the Hirer. Cartage, fuel, stone wear, blade wear, re-sharpening charges, along with all saleable and consumable items are extra and not included in the hire rate. The Owner reserves the right to revise the product catalogue and related charges from time to time and without notice to the Hirer. It is the responsibility of the Hirer to check the rates applicable.
- 3.2 A deposit and/or bond shall be paid or given at the commencement of the hire period if required by the owner.
- 3.3 Payment of hire and other charges for approved trade customers shall be made calendar monthly by the 20th day of each month in respect of completed hire periods or other charges during the preceding month. All other hiring shall be on a cash sale basis and payment shall be made in advance on the date that the Equipment is hired.
- 3.4 In the event of default by the Hirer in the payment of any amount due, the Hirer shall be liable to pay default interest on the gross amount outstanding at the rate of 2.5 per month (30 per annum) from the date on which payment was due until the date on which payment in full is received. Penalty interest shall be calculated on a daily basis.
- 3.5 All hire rates as set out in the produce catalogue are inclusive of Goods and Services Tax.

4. RESPONSIBILITIES OF HIRER

- 4.1 The Hirer shall (and hereby agrees to):
- Determine, using the Hirer's sale judgment in all things, the condition and suitability of the Equipment to be hired for the purposes that the Hirer requires the Equipment for; and
 - Use the Equipment in a skilful and proper manner and only for the purpose and within the capacity for which it was designed; and
 - Ensure that the Equipment is operated by a suitably qualified operator and used within its rated capacity; and
 - at its own expense, clean, fuel, lubricate, check water and keep and return the Equipment in good and substantial repair and condition, provided that the Hirer shall not undertake any repair or servicing of the Equipment, and if any repair or servicing appears required or desirable, the Hirer shall advise the Owner immediately - initially by telephone and forthwith thereafter by writing (preferably by facsimile transmission to the Owner's premises). Pre-arranged major servicing will be carried out by the Owner during normal working hours; and
 - Accept full responsibility for all fiat and/or damaged tyres; and
 - clean the Equipment properly and thoroughly upon completion of the hire, failing which the Hirer agrees to pay a cleaning fee at a reasonable rate as determined by the Owner from time to time; and
 - Keep the Equipment safe at all times and, except as is specifically provided herein, indemnify the Owner against any loss of or cost or damage arising in respect of the Equipment however caused and whether the same is attributable or not to any negligence, failure or omission by the Hirer; and
 - indemnify the Owner against any claims in respect of any injury to persons or damage to property arising out of or relating to use of the Equipment during the hire period howsoever arising whether from the negligence of the Hirer or any other person including (but not limited to) where the Equipment is being operated for any reason by the Owner, its servants or agents; and
 - retain possession of the Equipment at all times and shall not without the Owner's prior written consent, part with the possession of the Equipment or in any way assign the benefit of this contract or use of the Equipment to any third party; and
 - not alter or make any additions to the Equipment, including, but without limitation, alter, make any additions to, deface or erase any identifying mark, plate or number or any part thereof, on or in the Equipment of any other part of the Equipment or in any other manner interfere with the Equipment; and
 - Pay to the Owner all hire and related charges and other costs as detailed herein; and
 - accept responsibility and fully reimburse the Owner for the cost of freight to retrieve Equipment which the owner (in its sole discretion) deems to be abandoned or not being properly safeguarded subject to any rights that the Hirer may have pursuant to Section 22 (2) (a) of the Consumer Guarantees Act in relation to properly rejected goods; and
 - forthwith on request by the owner advise of the whereabouts of the Equipment and allow the owner and its agents, servants or contractors to inspect and test the Equipment and for such purposes the Hirer hereby gives irrevocable license to the Owner to and its servants, agents and contractors to enter upon any premises where the Equipment or any part of the same might be; and
 - return the Equipment at the expiry of the hire period in the same order and condition in which it was received, fair wear and tear excepted; and
 - pay to the Owner all or any costs and expenses incurred by the Owner in enforcing the Owner's rights hereunder or where the Hirer has failed to comply with the Hirer's obligations hereunder including but not limited to any legal fees and disbursements incurred in Court proceedings and any other debt collection costs.

5. OWNER'S RIGHT TO TERMINATE

- 5.1 The Owner reserves the right to unilaterally conclude the hire at any time without reason and without giving prior notice to the Hirer, or the operator for the time being of the Equipment, or the occupier for the time being of the premises at which the Equipment is located. Where the Owner takes back possession of the Equipment, the hire period shall be deemed to be at the end. The parties respective obligations to the other hereunder to the time of the conclusion of the hire period shall remain, and in particular (but without limiting the generality of the foregoing) all or any monies due and payable hereunder by the Hirer to the Owner shall be paid in accordance with the terms and conditions hereof.
- 5.2 Upon the termination of the hire period the Owner shall be entitled (but not obliged) to take possession of the Equipment and for this purpose the Hirer hereby gives irrevocable license to the Owner, its agents, servants or contractors to enter upon any land or premises of the Hirer or any other place where the Equipment is located as the agent of the Hirer to remove the same and the provisions of clause 1.4 hereof shall apply in respect of such removal.

6. RESPONSIBILITY FOR LOSS OR DAMAGE OF EQUIPMENT

- 6.1 Without limiting the provisions of clause 5.2 (g) and 5.2 (h) the Hirer acknowledges that the Hirer is responsible for any loss or damage to the Equipment from the time the Hirer takes possession of the Equipment until it is returned to the possession of the Owner.
- 6.2 If the Hirer has:
- Notified the Owner in writing of the full circumstances leading to the loss of or damage to the Equipment within 24 hours of the loss or damage; and
 - in the case of loss or damage caused by fire, storm, collision, accident, theft or burglary, lodged a full written complaint with the Police, and/or prepared an independent report as required by the Owner within 24 hours of the loss or damage, and provided the owner with a copy of such complaint and/or report; and
 - can establish, to the owner's reasonable satisfaction, that adequate precautions were taken by the Hirer to ensure that any loss of or damage to the Equipment was not incurred due to the negligence or carelessness of the Hirer;
- then the Owner can, at its sole discretion, waive the Hirer's liability for loss or damage, except *that* the Hirer would still remain liable to the Owner for a sum of \$250.00 for repairs to Equipment (or where the sum payable in respect of repairs is less than \$250.00, then a sum equivalent to the actual repair costs) and, in the event of the loss or theft of the Equipment, the Hirer will be liable for the sum of \$1,000.00 (however, where the replacement cost of any Equipment lost is less than \$1,000.00 then the sum payable by the Hirer to the owner will abate to a sum equivalent to its said replacement cost).
- 6.3 Without limiting the provisions of clause 6.2 hereof, the Hirer will be liable for the full costs of repairs to or the replacement of Equipment where the loss or damage has been caused by:
- Misuse, abuse, or overloading including overloading of motors and electrical appliances; or
 - Mysterious disappearance or wrongful conversion including where the Equipment is not reasonably locked and secured; or
 - Contravention of the conditions of this Contract; or
 - Violation of any law or regulation; or
 - Damage to tyres and tubes by punctures, bruises or cuts; or
 - Lack of lubrication or other routine servicing by the Hirer; or
 - Locating, using, loading, unloading, transporting the Equipment on or over water, wharves, bridges or vessels of any kind; or
 - Damage caused by exposure to any corrosive substance; or
 - Negligence of the Hirer where the Hirer has failed by action or inaction, intent or lack of due care to take all responsible precautions to protect the Equipment from loss or damage; or
 - Loss of or damage to tools, grease guns, hoses, electrical cords and all other similar accessories; or
 - Any combination of the foregoing.

7. SIGNATORY'S WARRANTY AS TO AGENCY FOR HIRER

- 7.1 Where the Contract is signed by a person on behalf of the Hirer (but the said signatory is not the Hirer named in the Contract) then the following provisions shall take effect:
- The person signing the Contract warrants to the owner that he or she has the actual and full authority of the Hirer to enter into this Contract; and
 - the person signing this Contract on behalf of the Hirer shall remain personally liable hereunder until all obligations of the Hirer have been fully met - including, but not limited to, payment of all or any monies due hereunder by the Hirer to the Owner; and
 - the person signing this Contract on behalf of the Hirer acknowledges that the owner enters into this Contract in reliance upon the warranty given in clause 7.1 (a) and the acknowledgement of personal liability set out in clause 7.1 (b) hereof.