

LEISUREHIRE.CO.NZ

Leisure Hire Limited

CN:5378041 GST:114-516-333

email: info@leisurehire.co.nz www.leisurehire.co.nz

Terms & Conditions

These Hire Contract Terms and Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Leisure Hire Limited (hereinafter known as Leisurehire) and the Customer in writing. Leisurehire agrees to hire Equipment to the Customer on terms set out in this document. If the Customer wishes to hire Equipment the Customer must accept by signature written or electronic signature or tick of acceptance - a Hire Contract and such other documents as Leisurehire may require. Each Hire Contract is not a separate contract but forms a part of this hire agreement between Leisurehire and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. Leisurehire may in its absolute discretion decline to hire Equipment to the Customer at any time if it has reasonable cause to do so. These Hire Contract Conditions may be changed by Leisurehire from time to time by Leisurehire giving notice of the amendment to the Customer. Notice is deemed given (whether or not actually received) when Leisurehire does any of the following: (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer; (b) publishes the amended terms on its website www.leisurehire.co.nz; or (c) displays the amended terms at premises from which Leisurehire conducts hire operations. Changes to these hire Contract Conditions will only apply to Hire Contracts entered into after the change occurs.

0.1- VERY IMPORTANT- A ONE TIME FEE WILL BE ADDED TO THE FIRST AUTO PAMENT OF \$50 AS A REFUNDABLE BOND,\$30 ADDED TO COVER DELIVERY , RETURN FREIGHT COST WILL BE DEDUCTED FROM THE BOND

1. **Term** -The term of hire is fixed and even if the equipment is returned early the term must be paid out in full, Or an early exit fee will be incurred of \$150 , or whatever is the lesser amount
- 1.1 **Hire It Swap it**- if any product is exchanged for anther product in the range the hire fee starts at the new products start rate - and a delivery fee will be charged for the swap
- 1.2 **Credit check- leisure hire uses baycorp (centrix) to carry out credit checks and debt collection and by agreeing to this contract you permit LeisurHire to undertake baycorps services to carry out an individuals credit check and allow collection of any outstanding debt**
- 1.3 **Purchase**- during the rental period a purchase shall receive 50% of money spent per hire product (multiple hire product cant discount towards one product) as a discount towards any new product in the range of the same or more value of that being hired to a max of 50% discount off the set product retail price
- 1.4 **Hire Period**- means from Commencement until the end of the minimum period if any. The Hire Period automatically extends upon the minimum date being reached and it is the customers responsibility to cancel the hire with two (2) weeks verbal notice being required .
- 1.5 **Hire Contract** - means a document which Leisurehire will require the Customer to sign (or accept in a way electronic acceptance) including particulars of the Equipment and the Hire Period and such other information as Leisurehire may decide to require.
- 1.6 **Leisurehire**- means the company or companies listed on the Hire Contract.
- 1.7 **Kilometre Charge** - means the amount payable for the kilometres that exceed delivery within Leisurehire local acceptable delivery area
- 1.8 **Remote Area** - means any location which is more than 25 kilometres from the Leisurehires depot.

2. Leisurehire obligations:

- 2.1 Allow the Customer to use the Equipment for the Hire Period;
 - 2.2 Provide the Equipment to the Customer clean and in good working order;
 - 2.3 Collect the Equipment within 7 days of being requested to do so by the Customer, after the 2 week notice period is up
3. **Obligations of the Customer**
- The Customer must**
- 3.1 Have the Equipment ready for Leisurehire to pick up when it is due for collection;
 - 3.2 Have the Equipment clean and in good repair at the end of the hire term;
 - 3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes
 - 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Leisurehire or posted on the Equipment;
 - 3.5 **Indemnify** Leisurehire for all injury and/or damage caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;
 - 3.6 Ensure that any person taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised;
 - 3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate or erect such equipment;
 - 3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;
 - 3.9 Safely secure all items loaded in or on the Equipment , and indemnify Leisurehire in respect of any injury and/or damage caused while using the equipment
 - 3.10 Operate the Equipment with an adequate motor power source;
 - 3.11 Report and provide full details to Leisurehire of any accident or damage to the Equipment immediately on an accident or damage occurring.

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3.12 Cover the hire equipment fully with their insurer while at their residence

The Customer must NOT:

- 3.12 Tamper with, damage or repair the Equipment;
- 3.13 Lose or part with possession of the Equipment;
- 3.14 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract;
- 3.15 Allow minors to play on the equipment

4. No Assignment by Customer

- 4.1 This Agreement is personal to the Customer and is not capable of assignment by the Customer, but this shall not prevent employees of the Customer using the Equipment in accordance with the terms of this agreement.
- 4.2 Leisurehire may assign its rights under this agreement without the consent of the Customer or any guarantor.

5. Payments by the Customer to Leisurehire

- 5.1 On or before Commencement (or as otherwise specifically agreed with Leisurehire), the Customer will pay the Hire Charge in the payment schedule as weekly payments or as otherwise agreed
- 5.2 Immediately on request by Leisurehire, the Customer will pay:
 - (a) The new list price of any Equipment which is for whatever reason not returned to Leisurehire; (b) All costs incurred in cleaning the Equipment; (c) The full cost of recovering Equipment and/or repairing any damage to the Equipment caused or contributed to by the Customer, unless expressly agreed otherwise in this Contract; (d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or

arising from the Customer's use of the Equipment; (e) All costs incurred by Earthworks in delivering and recovering possession of the Equipment; (f) A late payment fee calculated daily at 3% per month on all amounts owing by the Customer not paid on time; (g) The Kilometre Charge and any additional Hire

Charges; (h) The cost of fuels and consumables provided by Leisurehire and not returned by the Customer; (i) Any expenses and legal costs (including commission payable to a commercial agent) incurred by Leisurehire in enforcing this Contract due to the Customers default; (j) All costs of repairing or replacing equipment.

- 5.3 Without limiting the ability of Leisurehire to recover all amounts owing to it, the Customer authorises Leisurehire to charge any amounts owing by the Customer to any credit card or account details of which are provided to Leisurehire.

- Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the Equipment)

6. Ownership / Retention of Title

All equipment supplied by Leisurehire to the Customer under this agreement shall remain the property of Leisurehire.

7. PPSA Law

- 7.1 If a 'security interest' for the purposes of the Personal Property Securities Act 1999 ("PPSA") arises in relation to the Equipment provided to the Customer under this agreement whether created or provided for by a lease for a term of more than 1 year or otherwise ("security interest") then the terms of this clause 7 shall apply.
- 7.2 The Customer must do anything (such as obtaining consents and signing documents) which Leisurehire requires for the purposes of:
 - (a) Ensuring that Leisurehire security interest is enforceable, perfected and otherwise effective under the PPSA; (b) Enabling Leisurehire to gain

first priority for its security interest; and (c) Enabling Leisurehire to exercise rights in connection with the security interest.

- 7.3 The Customer agrees that nothing in sections 114(1)(a), 133 or 134 of the PPSA applies to this agreement, and waives its rights under sections 121, 125, 129, 131 and 132 of the PPSA.
- 7.4 Customer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else or grant or create any security interest in the Equipment unless Leisurehire (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Leisurehire and must be expressed to be subject to the rights of Leisurehire under this agreement. Customer may not vary a sub-hire without the prior written consent of Leisurehire(which may be withheld in its absolute discretion).
- 7.5 Customer must ensure that Leisurehire is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.
- 7.6 To assure performance of its obligations under this agreement, the Customer hereby gives Leisurehire an irrevocable power of attorney to do anything Leisurehire considers the Customer should do under this agreement. Leisurehire may recover from Customer the cost of doing anything under this clause 7, including registration fees.

8. Equipment Security

The customer must keep the Equipment in a securely locked property.

9. Exclusion of Warranties and Liabilities.

- 9.1 Under the Consumer Guarantees Act 1993 ("CGA") applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.
- 9.2 Where the CGA applies and the equipment is hired for business purposes the CGA is excluded to the fullest extent permitted by law.
- 9.3 To the extent that the CGA (or any other law which cannot be excluded) does not apply. Leisurehire makes no representations and gives no warranties other than those set out in these Hire Contract Conditions, and will not be liable to the Customer for any damages, costs or liabilities whatsoever.
- 9.4 Leisurehire shall have no liability to the customer, the guarantor or any person whether in contract tort or otherwise

10. Remote Area

The Remote Area Charges will be calculated on a per kilometre rate travelled by Leisurehire staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at contracted rates, plus direct travelling cost including all airfares and accommodation charges incurred by Leisurehire and its staff in connection with travel to and from the Remote Area; (b) Multiple items of Equipment hire by a Customer on the one site will only be charged for one call out fee; (c) The Customer is responsible at its cost for daily maintenance and care of all Equipment in its possession.

11. Breach of Hire Contract by Customer

If the Customer breaches any clause whatsoever of this Contract, or becomes bankrupt, insolvent or ceases business then; 11.1 Leisurehire shall be entitled to:

- (a) Terminate this Contract; and/or (b) Sue for recovery of all monies owing by the Customer; and/or (c) repossess the Equipment (and is authorized to enter any premises where the Equipment is located to do so).

- 11.2 The Customer indemnifies Leisurehire in respect of any damages, costs or loss, to the extent caused or contributed to by the customer resulting from a breach by the Customer of any provision of this Contract.

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12. Disputes

12.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Leisurehire in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.

12.2 If a dispute arises relating to this Contract, the hiring or the use of the Equipment (except in regard to payments due to Leisurehire), the parties agree to negotiate to settle the dispute with the assistance of the Hire Industry Association of New Zealand before litigation.

13. Privacy Act 1993

The Customer and any guarantor consent to Leisurehire obtaining such information and making such enquiries about either of them from any source, including credit reference and reporting agencies and companies related to Leisurehire, in relation to this agreement and disclosing information about either of them to credit reference agencies, companies related to Leisurehire, sureties, financiers of Leisurehire, the trustee under

any debenture trust deed granted by Leisurehire or assignees or anyone who is considering becoming a surety or assignee. A person has the right to access personal information (within the meaning of the Privacy Act 1993) held by Leisurehire and request correction of any errors in that information.

14. Amendments

Leisurehire may amend these terms and conditions by notice to the Customer, or by displaying the amended terms on its website. From the date of that notice or display, the amended terms will apply to the hire of all Equipment commencing after the date of that notice or display.

15. Payments

All payments under this Agreement by the Customer must be made without set-off, counterclaim or withholding.

16. Governing Law

This Hire Contract is governed by the law of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

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