

SAFETY EQUIPMENT HIRE AGREEMENT TERMS & CONDITIONS



1. Definitions

- 1.1 "Owner" shall mean "Active Safety NZ Limited" and any of its subsidiaries or any person acting on behalf of and with the authority of the Owner.
- 1.2 "Hirer" shall mean the undersigned (Schedule A) or any person acting on behalf of and with the authority of the Hirer.
- 1.3 "Guarantor" means the person (or persons), or entity who agrees herein to be liable for the debts of the Hirer on a principal debtor basis.
- 1.4 "Equipment" shall mean the Equipment supplied on hire by the Owner to the Hirer (Schedule A).
- 1.6 "Price" shall mean the cost of the hire of the Equipment as agreed between the Owner and Hirer subject to Clause 3 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Owner from the Hirer for the hire of Equipment and/or the Hirers acceptance of equipment supplied on hire by the Owner shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Upon acceptance of these terms and conditions by the Hirer the terms and conditions are irrevocable and can only be amended with the written consent of both the Owner.
- 2.3 The Hirer undertakes to give the Owner at least fourteen (14) days' notice of any change in the Hirers name, address and/or any other changes in the Hirers details.

3. Price and Payment

- 3.1 The price shall be agreed upon before the hire of equipment
- 3.2 Payment shall be made before the hire of goods or invoiced to existing customers
- 3.3 The price is as outlined on the Hire Price List, and will be documented on the Hire Agreement.

4. Hire Period

- 4.1 The hire period shall continue until delivery of the Equipment to the premises of the Owner by the Hirer unless agreed prior to the Hire commencement in writing.

5. Delivery of Equipment

- 5.1 At the Owners sole discretion delivery of the Equipment shall take place when:
 - (a) The Hirer takes possession of the Equipment at the Owners address
 - or,
 - (b) The Hirer takes possession of the Equipment at the Hirers nominated address or,
 - (c) The Owners nominated carrier takes possession of the Equipment in which event the carrier shall be deemed to be the Owners agent and risk of the Equipment does not pass until the Hirer takes possession of the Equipment at the Hirers address or,
 - (d) The Hirers nominated carrier takes possession of the Equipment in which event the carrier shall be deemed to be the Hirer's agent.
- 5.2 The costs of delivery and return are for the Hirers account unless agreed prior to the Hire commencement in writing.

6. Insurance

- 6.1 The Hirer will insure the Equipment against physical loss or damage including but not limited to accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering loss, damage or injury to property arising out of the Equipment
- 6.2 The Hirer undertakes not to use the Equipment or permit it to be used in such a manner as would permit an insurer to deny any claim.
- 6.3 In the event of a claim which arises as a direct result of damage by Hirer, the Hirer will pay the insurance excess to a maximum of \$2,000.00 or repair the Equipment properly, whichever is the lesser amount.

7. Title

- 7.1 The Equipment is and will at all times remain the absolute property of the Owner.
- 7.2 If the Hirer fails to return the Equipment to the Owner then the Owner or the Owners agent may enter upon and into the land and premises owned, occupied or used by the Hirer, or any premises where the Equipment is situated as the invitee of the Hirer and take possession of the Equipment without being responsible for any damage thereby caused.

8. Defects

- 8.1 The Hirer shall inspect the Equipment on delivery and immediately notify the Owner of any alleged defect or damage. The Hirer shall afford the Owner an opportunity to inspect the Equipment within a reasonable time following delivery if the Hirer believes the Equipment is defective in any way. If the Hirer shall fail to comply with these provisions the Equipment shall be presumed to be free from any defect or damage, for defective Equipment which the Owner has agreed the Hirer is entitled to reject the Equipment, the Owner's liability is limited to replacing Equipment.
- 8.2 The Hirer shall take proper and reasonable care of the equipment. Returning it to the owner in its original clean condition. Any hire returned dirty will incur a \$50 cleaning fee

9. Hirers Responsibilities

- 9.1 The Hirer shall
- (a) Notify the Owner immediately by telephone of the full circumstances of any damage or accidents. The Hirer is not absolved from the requirements to safeguard the Equipment by giving such notification.
 - (b) Satisfy itself at the commencement that the Equipment is suitable for its purposes.
 - (c) Operate the Equipment safely, strictly in accordance with the Law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by the Owner or posted on the Equipment.
 - (d) Ensure that all persons operating 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.
 - (e) Comply with all occupational health and safety laws relating to the Equipment and its operation.
 - (f) On termination of the hire the Hirer shall deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to the Owner.
 - (g) Keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment,
 - (h) Not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark on the Equipment or in any other manner interfere the Equipment.
 - (g) The Hirer agrees to the terms and conditions as set out by Active Safety NZ Ltd, which are available by request or at www.activesafety.co.nz.
- The Hirer also agrees that the equipment as laid out in this document will only be used by competent users/operators holding the appropriate licenses and training where applicable in accordance with Worksafe Good Practice Guidelines and the Health and Safety at Work Act 2015 including all revisions, modifications and additions.

10. Owner's Responsibilities

- 10.1 The Owner shall:
- (a) Repair the Equipment immediately upon receiving notice from the Hirer of such repairs (normal wear and tear) and undertakes to affect such repairs in a timely manner so as to minimise the down time to the Hirer in its operations.
 - (b) Carry out regular inspections and servicing of the Equipment.
- 10.2 If the Owner fails to comply with sub-clauses 10.1 (a) and (b) above, the Owner hereby authorises the Hirer arrange such services or repairs on its behalf and offset the cost against any invoice tendered by the Owner to the Hirer for the hire of the Equipment, such amounts to be inclusive of GST.

11. Default and Consequences of Default

- 11.1 Interest on any overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 11.2 If the Hirer defaults in payment of any invoice when due, the Hirer shall indemnify the Owner from and against all costs and disbursements incurred by the Owner in pursuing the debt including legal costs on a solicitor/client basis and the Owner's collection agency costs.
- 11.3 Without prejudice to any other remedies the Owner may have, if at any time the Hirer is in breach of any obligation (including those relating to payment); the Owner may suspend or terminate the supply of Equipment to the Hirer and any of its other obligations under the terms and conditions. The Owner will not be liable to the Hirer for any loss or damage the Hirer suffers because the Owner has exercised its rights under this clause.

12. General

- 12.1 If any provisions of these terms and conditions shall be invalid or void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected prejudiced or impaired.
- 12.2 These terms and conditions and any contract to which they apply shall be governed by the Laws of New Zealand.

activesafety.co.nz

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Call Us

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