

### **1. Effect of Agreement and Acknowledgements**

1.1. Online Hire agrees to hire the Equipment to the Hirer for the agreed rental period and for the agreed hire fee.

1.2. The Hirer acknowledges that they have inspected the equipment and found it to be in good condition, and that they have been adequately instructed and accept responsibility for its safe and proper use during the hire period.

1.3. The Hirer acknowledges that Online Hire does not guarantee that the Equipment are of any particular quality.

1.4. The Hirer acknowledges that Online Hire does not make any representations regarding the tax and accounting treatment and consequences of this Agreement for the Hirer, and the Hirer will need to seek its own professional advice in this respect

### **2. Representations and Acknowledgements**

2.1. The Hirer represents on the date of this Agreement and on the date on which each Lease Amount is payable that:

(a) it has the power and is authorised to enter into this Agreement;

(b) this Agreement is valid and binding on the Hirer;

(c) its entry into, and performance of its obligations under, this Agreement do not, and will not, breach any law or any material agreement affecting it;

(d) the Hirer has not made known to Online Hire any specific requirements or purpose for which the Equipment will be used, and it has not received, and/or does not rely on, any representation, condition, warranty or undertaking from Online Hire, or from any person acting, or purporting to act, on behalf of Online Hire as to the condition, suitability, quality, fitness for purpose or safety of the Equipment.

2.2. No intellectual property rights (including, but limited to, copyrights, patents and trademarks) in the Equipment will pass under this Agreement.

2.3. The parties acknowledge that, notwithstanding any provisions of the Contractual Remedies Act 1979, the only remedy for misrepresentation, repudiation or breach of contract by Online Hire is a remedy for damages. For the avoidance of doubt, the Hirer shall not be entitled to cancel or otherwise terminate this Agreement upon the event of a misrepresentation, repudiation or breach of contract by Online Hire.

### **3. Rental Period and Charges**

3.1. The rental period commences from the time the equipment arrives at the Hirers premise until the equipment is picked up by Online Hire to the nearest day.

3.2. The Hirer agrees to pay the rental charges, as specified in Online Hire's current price list or in a pre-agreed pricing structure, for the entire rental period.

3.3. Additional charges may apply for unreasonable damage of the equipment.

3.4. The Hirer will allow Online Hire at its request, to enter the premises of the Hirer or provide access to any site, building or location under the control of the Hirer where the Goods are situated for the purpose of inspection, maintenance or repossession of the Goods. If the Hirer is not the owner of the site, the Hirer warrants that it has the authority to permit such entry to Online Hire.

3.5. Unless otherwise agreed upon the Hirer will be charged at the market rate for the fuel used during the hire period.

3.6. All invoices related to the hire are to be paid by the Hirer within two weeks (14 days) of invoice being received.

#### **4. Online Hire Owns the Equipment**

4.1. Online Hire owns the Equipment, and title will not pass to the Hirer.

#### **5. Delivery and Collection**

5.1. The Hirer is responsible for providing clear and safe access for delivery and collection of the equipment. If additional time is spent during delivery and pickup this may be charged to the Hirer.

5.2. Prior to pickup of the equipment, the Hirer shall ensure the equipment is complete with all accessories, clean and in good order.

#### **6. Payment by the Hirer of Amounts Due**

6.1. The Hirer will pay Online Hire all amounts required by the Principal Terms, when they are due to the Place of Payment specified in the Principal Terms.

6.2. The Hirer will pay by automatic payment or will give Online Hire an authority for direct debit if Online Hire requires, or will otherwise pay Online Hire where directed.

6.3. The Hirer must make all payments to Online Hire without any set-off, counterclaim or deduction of any other kind, and acknowledges that Online Hire is not responsible for the provision of any maintenance services the Hirer may have contracted in respect of the Equipment. 4.4. If the Hirer is required to pay an Advance Lease Amount (as specified in the Principal Terms), such amount must be paid on the date the first Lease Amount is due, together with that Lease Amount, and will be applied by Online Hire in satisfaction of any instalments due by the Hirer immediately prior to the expiry of this Agreement, up to an equivalent amount to the Advance Lease Amount.

#### **7. Hirer to Insure Equipment**

7.1. In the event of any loss, theft or damage to the equipment, the hirer shall pay the full replacement cost of the equipment or CHC's insurance excess (up to a maximum of \$2,500+GST).

7.2. If Online Hire receives any insurance money, Online Hire may use it to:

- (a) pay for repairing any damaged Equipment; and/or
- (b) repay any of the money payable by the Hirer under the Agreement.

#### **8. Hirer to Keep Equipment in Good Order and Repair**

8.1. The Hirer will keep the Equipment in good order and repair.

8.2. If the Hirer or any other person alters the Equipment, or adds any item to them, the alterations and additions will belong to Online Hire.

8.3. The Hirer is responsible for ensuring the equipment is properly maintained in accordance with Online Hire's guidelines.

#### **9. Hirer not to Sell, Charge etc Equipment or Assign Agreement**

9.1. The Hirer will not sell, hire out or lose possession of the Equipment.

9.2. The Hirer will not assign the Hirer's rights under this Agreement, unless Online Hire consents in writing.

9.3. The Hirer will not give any security interest over the Equipment to anyone other than Online Hire.

### **10. Hirer to Comply with Laws Affecting the Equipment**

10.1. The Hirer will keep the Equipment registered or licensed if required, will comply with all laws in relation to the Equipment, and, if a vehicle, will maintain a current warrant or certificate of fitness and will not permit an unlicensed driver to drive it.

### **11. Online Hire may Inspect Equipment**

11.1. The Hirer will allow Online Hire or its agents access to inspect the equipment at all reasonable times.

### **12. Protection of Online Hire's Interests**

12.1. If Online Hire incurs any expense in respect of the Equipment or in performing any obligations of the Hirer which the Hirer has not performed, the Hirer will repay those expenses to Online Hire when required.

### **13. Repossession of Equipment**

13.1. Online Hire can remove the Equipment, and/or terminate this Agreement by written notice to the Hirer if:

(a) the Hirer does not perform any of the provisions of this Agreement;

13.2. If Online Hire terminates this Agreement, all unpaid amounts will become immediately payable, even if not otherwise yet due

### **14. Early Termination by Hirer**

14.1. If this Agreement is terminated or expires the Hirer shall immediately make the Equipment to Online Hire for pickup.

### **15. Cancellation by Hirer**

15.1. The Hirer can only cancel this Agreement by giving Online Hire notice in writing if it is entitled by law to cancel. Cancellation will not reduce the Hirer's liabilities.

### **16. Variation of Agreement**

16.1. The Hirer and Online Hire can only agree to vary this Agreement in writing.

### **17. GST Treatment**

17.1. The hire amounts agreed to upon booking the Equipment will be based on the rate of Equipment and services tax payable pursuant to the Equipment and Services Tax Act 1985 at the Commencement Date (as specified in the Principal Terms).

### **18. Indemnity**

18.1. During the term of this Agreement, the Hirer shall be responsible to Online Hire for and hereby indemnifies Online Hire against:

(a) any loss of the Equipment howsoever caused and all damage caused by or to the Equipment;

(b) any claim, costs, damages or demands whatsoever or howsoever caused in respect of any injuries to or the death of any person arising in connection with the Equipment, any loss of business, and any loss or damage to any property, and shall

furnish within a reasonable time such information and assistance as Online Hire may reasonably require in respect of such loss, claims, costs, damages or demands.

**19. Notices**

19.1. Notices under this Agreement may be sent by Online Hire to the Hirer's address as shown in this Agreement.

**20. Governing Law**

20.1. This Agreement is governed by the laws of New Zealand, and any disputes shall be resolved in accordance with the laws of the jurisdiction.

By accepting these terms and conditions, the Hirer acknowledges that they have read, understood, and agreed to be bound by the terms outlined above.

**21. Agreement**

Equipment Hired:	
Hire Start Date and Time	
Hire Start Date and Time	
Day 1 Rate	
Day 2+ Rate (if applicable)	
<ul style="list-style-type: none"> <li>• I have read and understood the above terms and conditions and agree to be bound by them.</li> <li>• I agree with the equipment hired and the start and end date agreed above</li> <li>• I have been instructed in the safe use of the equipment and all associated procedures and feel competent in its use.</li> <li>• I agree upon the prices listed on the Online Hire website or as above</li> </ul>	
Printed name of hirer:	
Signed by hirer:	
Date:	

**22. Contact Details:**

Name: Sam Christiansen  
 Phone: 0272239390  
 Email: info@onlinehire.co.nz