



GROUSE LIGHTING LIMITED

Hire Agreement Terms and Conditions

PERIOD:

- (a) Hire period is from time equipment leaves owner's store until it is returned to owner's store.
- (b) Hire commences 12 noon on first day specified and ends 10am on last day specified.
- (c) No allowance whatsoever can be made for time when equipment is not in use for any reason whatsoever.

EQUIPMENT:

- (a) The equipment hired is agreed to be as stated herein.
- (b) The owner does not represent or warrant that the equipment supplied or its capacity or performance is fit for the purposes for which the hirer requires same.
- (c) While every endeavour is made to supply equipment as ordered, the owner reserves the right to substitute other designs where necessary.
- (d) The owner will not be responsible for any delays, accidents or loss or damage of any kind direct, indirect or consequential which may arise through defects or breakdowns of the equipment hired.

NON-SUPPLY:

GROUSE LIGHTING LIMITED will endeavour to supply equipment as ordered but cannot accept responsibility for non-delivery, delay or inability to supply when required.

LOSS OR DAMAGE:

Hirer accepts full responsibility for loss or damage howsoever caused from the time the equipment is delivered from the owner's warehouse, depot or van to the hirer or other carrier, until returned to owner's warehouse, depot or van.

PROPER USE:

The hirer shall only use equipment for the purpose and within the capacity limits for which it has been designed, and will not attempt to alter, repair or modify the equipment.

DAMAGED EQUIPMENT:

If any equipment is damaged or destroyed it must nevertheless be returned to the owner.

FAULTY EQUIPMENT:

If hirer considers any equipment to be faulty as supplied he must notify the owner immediately and hire will cease from the time such notification is received if the equipment is found to be faulty by the owner.

RETURN OF GOODS:

Any equipment or part thereof not returned on due date will be charged to the hirer's account. No credit will be allowed for any item returned after thirty days from due date for return.

DELIVERY:

Hire charges are ex our warehouse or depot. Any freight or delivery charges incurred by owner on the hirer's behalf will be charged to the hirer.

PACKING – CONTAINERS etc.:

All equipment is suitably packed where necessary. Such packing must be used by the hirer when returning the equipment otherwise the cost of such packing will be charged to the hirer's account.

PAYMENT:

- (a) The inclusive charges for the hire are as stated herein.
- (b) Unless otherwise expressly provided all hire charges are to be paid in full together with the deposit as determined by the owner before delivery is effected.
- (c) Additional rental charges at the rate quoted herein for the period overdue will be made for equipment returned after 10am on due date.

TERMINATION:

If default exceeding seven days is made in any payment due on account of the hire, or if there is any other breach of these terms and conditions then the owner reserves the right to terminate the hire period forthwith, and to take any steps necessary to recover possession of the equipment without prejudice to the owner's rights to recover all amounts due for the hire, reconditioning of the equipment, if required, and cost for transport to owner's store.

PROPERTY RIGHTS:

All equipment remains the absolute property of GROUSE LIGHTING LIMITED. Hirer undertakes to keep the equipment in his own possession and control, and free from all liens, charges, encumbrance and any other interests whatsoever.

OWNER'S LIABILITIES:

The owner undertakes no liabilities whatever in respect of third party and similar risks or for personal injury or for consequential damage of any kind.

CONDITION OF GOODS ON RETURN:

On termination of the hire, the hirer shall deliver up the equipment, complete with all accessories, clean and in good order as delivered, to the owner.

ACCEPTANCE:

Notwithstanding that the hirer may not have signed this agreement, the acceptance by the hirer of any goods on hire from the owner shall in itself constitute an acceptance of the above terms and conditions, any of the charges stated on the accompanying hire agreement form, or acknowledgement of order.

1 May 2013

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