

CONDITIONS OF HIRE
aquatherm Hire Equipment

Herein after referred to as "aquatherm"

1. Delivery and Removal of Equipment

If delivery and or pick-up of equipment is required and the Hirer has agreed to this service the hirer authorizes **aquatherm** to bring its vehicle onto his property to deliver and to recover the equipment at the end of the hire. **aquatherm** shall not responsible to the hirer nor third parties for any damage that may be done to driveways or underground services by any reason of the weight of the vehicle. Request for collection must be made by telephone when the hirer has finished with the equipment and not by prior arrangement. All cartage charges are to be paid by the hirer. Equipment must be packed up, ready for loading, and assistance rendered to **aquatherm** driver if more than one person is required to load equipment. Client is still responsible for equipment until picked up from site by **aquatherm** and /or the equipment is delivered back to the hiring **aquatherm** branch.

2. Hire Period.

Hiring commences at the time shown on the face of this form which is the time the equipment is dispatched from "aquatherm NZ". The hiring shall terminate at the time the equipment is received into "aquatherm NZ" 36 Rockridge Avenue Penrose Auckland.

3. Owners Right to Hire.

(a) "aquatherm NZ" may terminate the hire at any time without reason by giving the hirer 24 hours written notice. Such notice may be given either by the personal delivery of by post to either the job address or any other address of the hirer specified on the hire agreement. In the case of notices posted to the hirer the period of notice shall commence to run from the time at which the notice would have been delivered in the ordinary course of the post. "aquatherm NZ". shall not be responsible to the hirer for any loss arising as a result of such termination.

(b) Notwithstanding termination of the hiring the hirer shall be obliged to pay "aquatherm NZ" a sum equivalent to hire fees at the rate specified herein in respect of any period from date of termination of the hiring until the equipment is actually returned to "aquatherm NZ"

4. Hiring Charges.

In the absence of any special arrangements to the contrary equipment is hired on a weekly rate. Saturday and public holidays included. Minimum rates apply to some equipment. This is outlined on the schedule of charges, which is available upon request from aquatherm. The hire period is based on the time the equipment is dispatched from "aquatherm NZ" until the equipment is returned to "aquatherm NZ" 36 Rockridge Avenue Penrose Auckland.

5. No Warranties by "aquatherm NZ"

"aquatherm NZ" makes no warranty or representations as to the state, quality of fitness of the equipment for any purpose and no such warranty shall be implied by the description of the equipment on the face of this form. All implied warranties and conditions as to the state, quality of fitness of the equipment for any purpose are hereby excluded.

6. Injury of Damage to Hirer or Third Person

The hirer shall not have any claim against "aquatherm NZ" for loss or damage suffered by the hirer as a result of the hirer's use to the equipment and further the hirer will indemnify "aquatherm NZ" against any claim by a third person in respect of any loss, injury or liability arising from this hiring or arising out of the use of the equipment hired by the hirer.

7. No Assignment of Hire Agreement

In this agreement is personal to the hirer and is not capable of assignment by them, and the hirer shall not sublet the equipment to any other person, but this shall not prevent employees of the hirer using the equipment hired under this agreement by the hirer.

8. Payment.

(a) Unless the hirer operates a credit account with the "aquatherm NZ", a bond is required before hiring commences which will exceed the estimated total charges and an appropriate refund will be made to the hirer on return of the equipment in good order and condition. Should total charges exceed the amount of the bond the balance is payable by the hirer promptly on return. The bond for this transaction will be determined by "aquatherm NZ". Please phone for assistance on this.

(b) The Hirer by accepting the goods and services agrees to the terms and conditions as laid down by "aquatherm NZ" and agrees to pay any costs of collection and all legal fees incurred by "aquatherm NZ" in the event of legal action becoming necessary.

(c) The hirer agrees to fully insure the hired equipment is delivered back to the branch or picked up from the hirers site.

(d) No claim for credit will be recognized after one month of the date of the invoice.

9. Care of Equipment and Breakdowns

(a) The hirer shall take proper care of the equipment in the event of the equipment being damaged, the hirer shall pay to "aquatherm NZ" a sum equivalent to the cost of making good said damage. In the event of the equipment being damaged beyond repair or lost the hirer shall pay to "aquatherm NZ", a sum equivalent to the cost of replacing the equipment.

(b) The hirer warrants that the competent and qualified to use the equipment in the way in which it is designed.

(c) Breakdowns resulting from misuse shall not in any circumstances shorten the period of hire.

(d) It is the hirers responsibility to satisfy themselves that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements.

(e) The equipment does not purport to be new stock or equal to new, but when sent out all items are understood to be in good condition and fit for normal use.

(f) "aquatherm NZ" is not liable for any loss suffered by the hirer or liability incurred by the hirer as a result of the breakdown of the equipment how so ever caused. In the event of breakdown the hirer must immediately notify "aquatherm NZ" by telephone.

10. The person signing this document for and on behalf of the hirer (if not personally the hirer) warrants that he has the authority of the hirer to make this contract on the hirers behalf and that he is empowered by the hirer to bind the hirer to this agreement. The person so signing hereby indemnities "aquatherm NZ" against all losses and costs that may be incurred by "aquatherm NZ" arising out of the person so signing the agreement failing to have such power of authority.

11. The hirer shall forthwith on request by "aquatherm NZ", advise "aquatherm NZ" of the whereabouts of the equipment and allow "aquatherm NZ", their agent or servants reasonable time to inspect and test the equipment and for such purposes. The hirer hereby gives in evocable leave and license to "aquatherm NZ", its servants and agents to take possession of the equipment remove the same and to enter upon any premises where the equipment or any of the same or part thereof maybe.

12. In case of a person entering into this contract in a private capacity as hirer, the hirer by entering into this contract hereby authorizes the disclosure of personal information regarding the credit worthiness by any other party to "aquatherm NZ" and their agents and that this personal information maybe used by "aquatherm NZ" and their agent. The hirer has right of access to and correction of personal information contained in this contract subject to the provisions of the Privacy Act 1993.

Hiring company;..... Hire date;.....

Print name;..... Signed;.....