

## Waimea Truck and Crane Rental Terms and Conditions

In the event of an operator query, service needed, or a break down, call Freephone 0800 606061

### 1. Definition

- A. 'Waimea' means Waimea Truck and Crane Ltd, whether or not the Equipment is vested in Waimea.
- B. 'Hirer' means the person, firm or corporation renting the Equipment.
- C. 'Controller' means the person who controls a place of work. A Controller is:
  - a. the owner, lessee, sub-lessee, occupier or person in possession of the place or any part of it, or
  - b. the owner, lessee, sub-lessee or bailee (person entrusted to look after goods) of any plant and or equipment in the place.The person who controls and takes responsibility that the operators are competent and are in a fit state and safe to operate.
- D. 'Equipment' means the Equipment and any accessories scheduled above which Waimea agrees to rent to the Hirer.

### 2. Hours of Operation

Hours of operation are Monday to Friday 7:30 am to 5:00pm.

### 3. Period can be either:

- A. Daily – business day, 10 hours or 24-hour period.
- B. ½ Day – 5 hours of Business day or 12 hr period.
- C. Weekly – 5 days.
- D. Monthly – a minimum of 28 days.

### 4. Period

Each period shall be from the owner's yard, to return. The Hirer will pay rental charges at the rate specified.

### 5. Non-working time

There is no exception for non-working time unless by specific written notification, and the owner's acceptance.

### 6. What is included:

- A. Purchasing and pre-delivery preparation of the Equipment (Pre-Hire Check, or PHC).
- B. Routine preventative and scheduled maintenance including tyres.
- C. Registration and CoF fees.
- D. Crane/ EWP testing and certification.

### 7. What is not included:

- A. Driver/ operator related expenses.
- B. Fuel, between service top-up oil.
- C. RUCs are not included unless otherwise stated.
- D. Insurance (unless specified in the Agreement), accident damage, punctures, excessive wear or Equipment misuse, repairs or breakdowns.
- E. Any guarantee from Waimea that any Equipment rented or quoted is suitable for the intended use of the Hirer.
- F. The Hirer accepts full responsibility for and shall keep Waimea indemnified against all liability in respect of all actions, proceedings, claims, infringements, speed camera offences, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the equipment during the rental period however arising and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.

### 8. Insurance, if supplied by Waimea, includes excess as follows:

- A. Driver/ operator 25 years of age and over: 1% of sum insured minimum \$1500.
- B. Driver/ operator under 25 years of age: 1% of sum insured, minimum \$1500 + \$500.
- C. Driver/ operator under 21 years of age: 1% of sum insured minimum \$1500 + \$1000.
- D. Subject to Clause 10 hereof all equipment delivered to site is at the Hirer's risk. Waimea does insure Equipment whilst on site, however, the Hirer is responsible for the excess on said insurance. The sum insured shall be the full market value of the Equipment as nominated by Waimea. The Hirer at their own expense shall indemnify Waimea against all other losses of whatsoever nature arising out of the use of Equipment.
- E. When insurance is arranged by the Hirer, Hirer must provide copy of insurance document from underwriter stating that rental Equipment is included in policy.

### 9. Availability of Equipment

The arrival of the Equipment on Hirer's site and its allowances to commence work by Hirer shall be deemed to be Hirer's acceptance of Waimea's Rental Terms and Conditions. This applies whether the Commercial Rental Agreement is signed or not.

### 10. Condition of Equipment Checks

Prior to delivery the Equipment will be subject to a 'Pre-Hire Check' (PHC) to be arranged by Waimea. Any damage caused during the rental period will be established by reference to the PHC and boom damage of any description

and howsoever caused shall be the responsibility of the Hirer. The Hirer will complete daily checks to ensure that the Equipment is fit for purpose.

Notwithstanding anything herein contained, the cost of repairs, if any, necessary to re-instate the Equipment to its 'on rent' condition will be paid by the Hirer.

#### **11. Transportation to and from site**

Unless quoted in this agreement, transportation cost to and from the site, including the supply of additional labour, equipment, materials and transportation expenses and other requirements, are to be the cost of the Hirer.

#### **12. Notice of Accidents**

If the Equipment is involved in any accident resulting in injury to persons or damage to property including damage to the Equipment, immediate notice is required in writing and within 2 days of the date of the accident. Should the accident be the result of operator error/ negligence (as reasonably determined by Waimea) then the Hirer is liable for the full hire rate.

#### **13. Equipment Breakdown and Damage**

In the event of Equipment breakdown, provided the Hirer notifies Waimea immediately and obtains an 'off-hire' number as verification, rental charges will not be payable during the time the Equipment is not working unless the condition is due to negligence or misuse on the part of, or attributable to, the Hirer (as reasonably determined by Waimea). Costs of breakdown shall be at Waimea's expense unless due to negligence or misuse on the part of or attributable to the Hirer (as reasonably determined by Waimea).

If the Equipment is not functional due to the Hirer's negligence of the Equipment, the truck and machine will remain on the normal hire terms whilst not in action. In the event of a breakdown or other accident Waimea do not guarantee replacement Equipment or other Equipment at the same rate provided.

#### **14. Usage**

The Equipment shall be used expressly for the purpose specified in the Agreement and operated strictly within the manufacturer's rated capacity and in accordance with the applicable statutory authority regulations and the requirements of Waimea. The Hirer of a rental service vehicle must not use or allow the vehicle to be used for the transport of passengers for rent or reward.

#### **15. Operator**

The Hirer shall provide a competent operator, acceptable to Waimea, with necessary license and operator's certificate from the appropriate statutory or government authority for the capacity and type of Equipment to be operated, of which a photocopy must be sent to Waimea prior to the commencement of rental.

#### **16. Rental Period**

The rental period shall commence from the date specified herein and shall continue until the return of control of the Equipment to Waimea and the receipt by Waimea of the 'Off-Hire Check' (OHC), certifying that the Equipment is in an undamaged, complete and serviceable condition or until such other date that is agreed to by Waimea.

#### **17. Rental Charges**

The Hirer shall pay rental charges for the entire rental period on the Equipment at the rate herein specified without deduction. In the event of the actual rental period being less than specified in this agreement, Waimea reserves the right to amend the rental rate commensurate with the actual rental period. Should the Hirer wish to extend the rental period beyond the period nominated, such extended rental shall be subject to availability of the Equipment and on such terms and conditions as are agreed.

In addition to rental charges, the Hirer shall pay any sales, rental or other taxes, stamp duty, import duties, bonds or any other charges which may be levied upon the use or delivery of the Equipment. If the Hirer cancels the agreed term, the Hirer shall be liable for any loss incurred by Waimea (including, but not limited to, any loss of profits). The losses of Waimea will be actual losses incurred by Waimea or 50% of revenue due for remaining term whichever is the greater amount or unless otherwise agreed.

#### **18. Returned Equipment**

Equipment returned from rental must be in good running order, and able to continue to perform the purpose that the Equipment was specified for and for a reasonable time thereafter. There must be no ancillary items missing from the Equipment that were present at the commencement of the rental, as specified in the Vehicle Order and/ or Acknowledgement of Delivery documents. Any damage including dents, broken items, tears, bent bumpers etc, as specified in the Fair Wear and Tear Guide must be confirmed at time of delivery in writing to Waimea.

- A. There must be no unpaid or outstanding RUCs and the cab colour if altered shall be white and all graphics removed.
- B. Where the registration of the Equipment, and the cost of registration is not the responsibility of Waimea as specified in the Vehicle Order, the Equipment must be returned to Waimea with a current CoF issued within no more than the previous 28 days, it must be compliant with all statutory requirements, and registration left of not less than 6 months. Where Equipment is returned to Waimea that does not meet one or more of these requirements, Waimea will pursue compliance with these requirements at the Hirer's expense.

- C. If maintenance, registration, CoF and certifications are to be maintained and arranged by Waimea, Waimea will liaise with the Hirer to arrange suitable timing. The Hirer will conform to CoF and certification requirements and include compliance checks in daily/ weekly visual inspections.

#### **19. Payment**

Payment of accounts shall be made within 7 days of invoice date and shall be made to Waimea (unless the Hirer has an approved Credit application with Waimea where the Hirer has 30 days to settle their accounts). Accounts not so paid shall bear interest at the overdue rate of 1.5% per month but this shall not waive Waimea's rights as herein provided to terminate this agreement and claim consequential losses.

#### **20. Maintenance**

This agreement shall not affect Waimea's title to the Equipment.

- A. The Hirer shall not remove or alter any numbering or lettering on the Equipment and shall not modify it in any way whatsoever. The Hirer is required during the rental period to observe and comply with the provisions of all statutes, acts and ordinance and all regulations thereunder in force during the rental period in relation to the work for which the Equipment shall be employed and the manner of performance of such work having regard to the site or premises in, on or about which such work is required to be performed.
- B. The Hirer, at their own expense, shall maintain the Equipment in good and serviceable repair and shall return it in such condition to Waimea as the Equipment was in at the commencement of the Rental (fair wear and tear excepted). Fuel, oil and grease of approved grades nominated by Waimea, shall be supplied by the Hirer at their cost. The Equipment shall be checked daily by the Hirer for oil, water and battery levels and any signs of looseness or wear.

#### **21. Access to Equipment**

Waimea shall at all times have free access to the Equipment and may examine and/ or test it at the discretion of Waimea's representatives.

#### **22. Commencement of Rental and Down-time**

It is the Hirer's responsibility to notify Waimea of the exact commencement date and off-hire date (prior to the completion of the contract where possible) or the actual off-hire date on the day of completion. Any down-time incurred for repairs etc or if more than 3 consecutive days of wet weather to be advised to allow negotiation for time the unit is not in use, otherwise invoices will be charged at a normal rental rate unless Waimea is notified at the appropriate time.

#### **23. Security of Equipment**

It is the Hirer's responsibility to ensure that the Equipment is securely locked when not in use.

- A. That all keys, and ancillary Equipment are locked away and that all reasonable measures are taken to protect the Equipment against acts of theft and vandalism.
- B. Ownership of any Equipment supplied remains with Waimea. Waimea may register a PPSR security interest over the truck and/ or Equipment.

#### **24. Sub-letting**

The Hirer shall not sub-let the Equipment to a third party, nor sell, mortgage, assign, pledge or seek to sell any interest in the Equipment without the prior written consent of Waimea. Sub-letting agreement to be agreed on prior.

#### **25. Amendment**

This document contains the entire Agreement of the parties and shall not be amended except by prior written consent of the parties.

#### **26. Right of Refusal**

Waimea reserves the right to refuse rent without offering a reason for refusal.

#### **27. Hubometer**

The hubometer must remain fixed to the hub of vehicle on which it is fitted. If removed, liability and all costs in relation to Police or Land Transport (LTSA) claiming on any discrepancy in RUCs or readings are Hirer's responsibility.

#### **28. Transport Service Licence**

Waimea's Transport Service Licence number is 0249185.

#### **29. Our Assurance**

Waimea has been in business for many years and we will do what we can to ensure you are satisfied with our goods and services. If you are not satisfied for any reason tell us about it and we will do whatever we reasonably can do to ensure your satisfaction and your continued business.

#### **30. New Zealand Law**

New Zealand law will apply to these Terms and Conditions.

#### **31. Signing the Rental Agreement**

By signing this Rental Agreement, our offer to rent the Equipment at the rental rates and on the Terms and Conditions stated herein are hereby accepted.