

Rental Agreement Terms and Conditions



➤ Location and Use of Equipment

All equipment stated in this Rental Agreement remains in possession and control of the Hirer and shall be located and used only at the location given on the reverse contract. Nothing in this agreement conveys to the Hirer any rights, title, or interest in or to the Equipment except the Hirer only. The Hirer shall not assign, sublet, sell, pledge, charge, mortgage or deal in any way whatsoever with the Equipment. The Hirer acknowledges that during the term of this agreement all property in the Equipment shall remain with the Owner.

➤ Chargeable Period

Auckland based rentals

The commencement rental date shall be the day after the Equipment leaves RT Equipment Ltd premises. The last day of rental shall be the day before the Equipment arrives at RT Equipment Ltd premises.

North Island Based Rentals

The Equipment is being rented outside Auckland, but within the North Island. The commencement date shall be 2 days after the dispatch date from RT Equipment Ltd premises. The last day of rental shall be 2 days prior to the Equipments arrival at RT Equipment Ltd premises.

South Island Based Rentals

The Equipment is being rented within the South Island. The commencement date shall be 4 days after dispatch from RT Equipment Ltd Premises. The last day of rental shall be 4 days prior to the Equipments arrival at RT Equipment Ltd premises.

➤ Fees, Duties and Compliance with the Law

The Hirer shall comply with all statutes and regulations with regard to the purposes, possession, operation and place of use of the Equipment and shall indemnify the Owner, its agents and assigns against all claims, costs, damages, liabilities, losses or proceedings howsoever arising including all legal costs which may arise by reason of the Equipment or the loss thereof or any precision of this agreement.

➤ Authority to sign

Where an individual is signing on behalf of a named Hirer, the individual guarantees to the Owner that he/she has authority from the named Hirer in breach of this guarantee he/she will be personally liable for all the terms and conditions of this agreement.

➤ Care of the Equipment

The hirer agrees

- a) To return the equipment to the Owner in the same condition as delivered, reasonable wear and tear accepted.
- b) Without limiting the foregoing, to take proper care of the equipment.
- c) To keep the Equipment clean and in a covered area when not in use.
- d) To use and operate the Equipment within its rated capacity and consistent with the operating conditions.
- e) To restrict the use and operation thereof to safe, careful and competent personnel selected, employed and controlled by the Hirer.
- f) To notify the Owner immediately of any accident, disability or failure affecting the equipment.
- g) The Hirer shall permit the Owner or its authorised agents to inspect the Equipment at all reasonable times and make Equipment available for maintenance and repair by the Owner during the Owner's normal business hours and provide without charge a suitable area in order that the Owner's agents or employees may service the Equipment and perform such repairs as can reasonably be made without moving the Equipment from the location.
- h) If the Equipment is returned in a condition which has breached the terms and conditions of this agreement, the Hirer shall be liable to pay the cost and expenses of, whether or not the work is carried out on the Equipment, of restoring the Equipment to the condition it was in immediately prior to this rental, wear and tear of this rental excepted, and shall be liable for any loss in rental resulting from such a breach.
- i) When delivery or collection of the Equipment is requested by the Hirer, to pay all expenses of the Owner, and the delivery or the collection of the Equipment to the Hirer or the place of location.
- j) To prohibit anyone from making any repairs, adjustments, alterations or additions to the Equipment unless otherwise previously authorised in writing by the Owner.
- k) That the Owner may repossess the Equipment in event of the Hirer defaulting in payment of any rental payable under this agreement or breaching any of its obligations herein and the Hirer hereby irrevocably gives the Owner, its agents and servants, leave and licence without the necessity of giving any notice to enter on and in to any premises occupied by the Hirer or to break and enter on and into such premises to inspect, search for or remove any of the Equipment without in any way being liable to the Hirer or any person claiming through the Hirer.

➤ Damage

The Hirer is liable for all loss or damage to the Equipment or any part of the components thereof and assumes sole risk, responsibility and liability arising from any overloading or abusive or improper usage or failure to take proper care of the Equipment as aforesaid and shall indemnify the Owner against all losses, damages, claims, penalties, liabilities and expenses howsoever arising in connection with the repair, storage or reinstatement of the Equipment so damaged and shall be liable for any consequential damage to any part of the Equipment or any asset of the Owner.

A cleaning charge will apply if the machine is returned in a dirty condition

➤ Consequential Damage

In no circumstances arising out of this agreement or a breach thereof shall the Owner be liable for special or consequential damage of any nature whatsoever or howsoever caused.

➤ Rental Review

At each successive monthly period rental the Owner may at its option review the rental payable under this agreement provided however that any increase in the rental rate shall not take effect until three days after the notice in writing of such increase has been delivered to the Hirer. The Owner's decision as to such reviewed rental shall be final and conclusive and binding upon the Hirer.

➤ Interpretation

The Owner and the Hirer hereby agree that the terms hereof shall be given a fair, large and liberal interpretation and shall not be construed against the interest of the Owners.

The headings and title have been inserted in this document for convenience only shall not affect the interpretation