



**PO Box 1114
Pukekohe
021 445 453**

0800 A R HIRE

0800 274473

arhire@xtra.co.nz

Date:

Hire Agreement No:

Invoice To:	Phone:
Deliver To:	

Hire For Business Use Only

Machinery Description:	Hrs Out
Date/Time out	Hrs In

Charges/Hours/Minimum Charges Agreed:	
	Signed:

Insurance:	Standard Excess: \$1000.00
Delivery Charge:	Fuel:
Collection:	Cleaning:
Date/Time in:	
Days @\$	

Hire Fees are based on time out NOT on hours used. Please note that all hires are subject to the [Terms of our hire agreement as set out on back of invoice](#). At all Times, please ensure that your representative signs the hire agreement when uplifting the equipment/plant. In circumstances where this is not possible, it does not invalidate the terms of the hire agreement

TERMS AND CONDITIONS

1 APPLICATION OF CONDITIONS

1.1 The Conditions set out below shall apply to all contracts for the hire of machinery ("the Machinery") between A&R Dry Hire Ltd ("the Owner") and the person or entity hiring the Machinery ("the Hirer"). Unless otherwise agreed in writing, these Conditions shall apply to the exclusion of any other terms and conditions.

2 PERIOD OF HIRE

2.1 The period of hire commences from the time the Machinery leaves the Owner's premise and ends when the Machinery is returned, or when terminated pursuant to the provisions of this Agreement.

3 PAYMENT OF HIRE CHARGE The Hirer agrees to pay the Owner within 14 days of the date of invoice all of the following charges up until the return or recovery of the Machinery ("invoiced sum");

3.1 The Hirer shall pay to the Owner all hire charges at the rates detailed in the invoice for the period of hire;

3.2 Where in relation to any particular machinery there is a minimum period of hire and the period of hire does not exceed that to the minimum period of hire, then the Hirer shall pay to the Owner all hire charges detailed in the invoice for the minimum period of hire plus any hire charge for any additional hire period;

3.3 The Hirer shall pay to the Owner all insurance charges as specified in the invoice, and shall pay the Owner for all damages not covered by insurance;

3.4 The Hirer shall pay for all petrol, oil or other fuel used in the Machinery during the period of hire;

3.5 The Hirer shall pay to the Owner all charges for adding fuel to the Machinery up to the check out fuel reading;

3.6 Where the Hirer breaches any of their obligations under this Agreement (without limiting the rights of the Owner) the Hirer shall pay the Owner such sum as is necessary to compensate the Owner for loss or damage as determined by the Owner acting reasonably;

3.7 All applicable goods and services tax and any other government taxes or duties that may apply;

3.8 The Owner's cost for delivering and recovering the Machinery; Final charges will be determined after a final Inspection by the Owner's representative which shall be made as soon as practicable after return to, or recovery of the Machinery.

1 DEPOSIT

4.1 The Hirer shall pay \$ _____ to the Owner in addition to the hire charge, on entering into this agreement, such sum in full within 14 days of the date of the invoice, the Hirer shall be liable to pay;

4.2 The Owner shall refund the full amount of the deposit to the Hirer upon the Hirer returning the Machinery to the Owner in good working order and in clean condition, within the period of hire. The Hirer's liability shall not be limited to the amount of the deposit if the Hirer does not comply with this provision.

5 DEFAULT INTEREST AND COST OF RECOVERY If the Hirer does not pay the Owner the invoiced sum in full within 14 days of the date of the invoice, the Hirer shall be liable to pay:

5.1 Interest on all outstanding charges at a rate of 12% per annum. The Hirer agrees that such interest is a genuine pre-estimate of the Owner's damages; Payments received will be credited firstly against any accrued but unpaid interest; and

5.2 The Owner's costs of recovering or attempting to recover from the Hirer outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis

5.3 The Owner will be entitled to list the Hirer's payment default/s with any credit reference organizations, which the Hirer acknowledges may affect the Hirer's credit rating.

6 CONDITION AND PURPOSE

6.1 The Hirer acknowledges receiving the Machinery in good working order and clean condition and acknowledges it is fit for the purpose for which the Owner lets it on hire.

7 OPERATION AND CARE OF MACHINERY

7.1 The Hirer shall maintain the Machinery in good working order during the period of hire and shall return the Machinery at the end of the hire period.

7.2 The Hirer shall at all times ensure that the Machinery is used solely for the purposes intended by its manufacturer and in accordance with the manufacturer's instructions and in accordance with its rated capacity which shall not be exceeded.

7.3 The Hirer must at all times keep and maintain the Machinery properly serviced, in proper working order and condition and in good and substantial repair. The Owner will make due allowance for normal wear and tear but the Machinery must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity, for which the Machinery was intended pursuant to this Agreement.

7.4 The Hirer shall keep the Machinery under cover and fully protected from the weather when the Machinery is not in use.

7.5 The Hirer will, at its own expense, fully comply with all instructions and recommendations of the manufacturer of the Machinery concerning the Machinery's maintenance and use.

8 REPAIR

8.1 If the Machinery requires repairs, the Hirer shall forthwith notify the Owner and shall permit the Owner to arrange the repairs and to do so at the Hirer's expense. The Owner shall be entitled to possession of the Machinery for the purpose of repairs.

8.2 The Hirer shall forthwith upon demand by the Owner pay to the Owner all costs and expenses incurred by the Owner for repairs.

8.3 The Hirer is not authorised under this Agreement to pledge the Owner's credit for repairs to the machinery or to create a lien over the Machinery in respect of any repairs.

9 PROHIBITION ON USE

9.1 The Hirer shall not at any time permit the Machinery to be driven (if a motor vehicle) or operated by any person other than the Hirer or an employee of the Hirer properly qualified and, where applicable, licensed to drive/operate the Machinery and the Hirer and any employee of the Hirer shall drive or operate the Machinery only for the purposes of and incidental to the Hirer's business.

10 NO DEALINGS WITH MACHINERY

10.1 The Hirer shall not, without the Owner's prior written consent, agree, attempt, offer, or purport to sell, assign, sublet, lend, pledge, mortgage, bail, let on lease or otherwise part with or attempt to part with personal possession of the Machinery or otherwise deal with the Machinery

10.2 The Machinery shall be situated at _____ during the term of this Agreement or at such other location as may be agreed to from time to time by the Owner and the Hirer.

11 OWNERSHIP OF THE MACHINERY

11.1 The Owner retains full title to the Machinery notwithstanding:

- the delivery of the Machinery to the Hirer;
- the possession and use of the Machinery by the Hirer; subject only to the rights of the Hirer as a mere bailee of the Machinery with a right only to use the Machinery in accordance with, and under, this Agreement

11.2 The Hirer acknowledges that no option, proviso or representation express or implied, written or oral has been made by or on behalf of the Owner to the Hirer that the Machinery may be purchased from the Owner by the Hirer or by any nominee of the Hirer at any time.

12 RISK The Machinery shall be at the sole risk of the Hirer throughout the period of hire.

13 INDULGENCE Any time or other indulgence granted by the Owner shall not prejudice the strict rights of the Owner under this hire.

14 TERMINATION AND REPOSSESSION The Owner may determine the Agreement and repossess the Machinery at any time during the period of hire without notice and without payment of compensation and for that purpose the Owner may enter personally or by his or her agents at any time upon any premises or vehicle where the Machinery may be kept.

15 LIMITATION OF LIABILITY

15.1 The Owner shall not be liable for any consequential damage or loss suffered by the Hirer as a result of the Machinery breaking down during the period of hire.

15.2 The Owner shall not be liable for direct or consequential damages whatsoever whether in contract or in tort including that resulting from the negligence of the Owner.

15.3 No provision, other than those which are mandatory, shall be implied by statute or at common law or otherwise into this Agreement against the Owner.

15.4 No representation or express condition or warranty shall be binding upon the Owner unless it is in writing and executed by the Owner.

15.5 The Hirer agrees that the Hirer has inspected the Machinery prior to entering into this Agreement and acknowledges that the Machinery is in proper working order and condition.

15.6 The Hirer acknowledges that it has not been induced to enter into this Agreement by any representation made by or on behalf of the Owner.

15.7 The Hirer acknowledges that the Hirer relies solely on its own judgment in accepting the Machinery on hire pursuant to this Agreement.

16 INDEMNITY

16.1 The Hirer shall indemnify the Owner against all damages, losses or liabilities which may arise in respect of the Machinery, its use or operation by the Hirer or by any other party.

17 NO EXTENSION

17.1 If the Hirer wishes to extend the period of hire a new Agreement must be entered into with the Owner.

18 HEADINGS

18.1 The headings contained in this Agreement have been inserted merely to facilitate reference and shall have no bearing upon the interpretation of any of the provisions of this Agreement.

19 SEVERANCE

19.1 If any part of this Agreement of its application to any party or any circumstances is or becomes unenforceable, void or illegal then unless that part is fundamental to the operation of the Agreement or contrary to public policy, the remaining terms and conditions of this Agreement will not be affected but will remain in full force and effect.