Office Use Only						

Ph:
Fax:

CREDIT APPLICATION FORM

Name of Applicant: _____

Trading Name: _____

Postal Address: _____

Street Address: _____

Telephone Numbers:

- Business: (0) _____
- Private: (0) _____
- Cellular: _____
- Private: (0) _____
- Facsimile: (0) _____
- E-mail: _____

Nature of Business: _____

How long in business? _____

Person to contact for account queries: _____ Phone no.: _____

Please tick appropriate box:

☐ **LIMITED COMPANY*** ☐ **PARTNERSHIP*** ☐ **SOLE TRADER** ☐ **TRUST**

(If in Limited, Partnership, or Trust, please give full names and addresses of all directors/partners & trustees)

Name: _____ Address: _____

Name: _____ Address: _____

Name: Address:

TRADE REFERENCES (Nominate only businesses you have traded with for at least 6 months – exclude service accounts (eg. Petrol, Telephone, Power etc)

1. _____ Telephone: _____
2. _____ Telephone: _____
3. _____ Telephone: _____

Do you require (Insurance) Waiver? *(Refer Clause 10)* ☐ Yes ☐ No**

*** If NO, a letter is required from your insurer stating that hire equipment is covered by your policy. If neither Yes or No is indicated then (INSURANCE) WAIVER will apply.*

Credit limit applied for: $……

Do you require order numbers? ☐ Yes ☐ No *(Please tick appropriate box)*

Written purchase order required? ☐ Yes*** *** You will supply a written purchase order number at <u>all times</u>.*

I/we certify that I/we are authorised by the applicant to make this application and that I/we are empowered to bind the applicant to the terms and conditions of trading with HIREPOOL LIMITED a current copy of which is printed overleaf. I/We also permit HIREPOOL LIMITED to obtain credit information, as it feels necessary in relation to this application.

"I/we further authorise you to furnish to any third party details of this application and any subsequent dealings that I/We may have with you as result of this application being actioned by you"

Signature(s):	***Printed Name(s):***	***Position Held:***	***Date:***

**If Partnership – all partners must sign. If Company, all directors must sign. If Trust, all Trustees must sign.*

CONDITIONS OF HIRE

1. **Delivery and removal of equipment**
The Hirer authorises the Owner to bring its vehicle onto his property to deliver and to recover the equipment at the end of hire. The Owner shall not be 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. Requests for collection must be made by telephone when the Hirer has finished with the equipment and not by prior arrangement. Always ask for a pick-up number. All cartage charges are to be paid by the Hirer. Equipment must be packed up, ready for loading, and assistance rendered to the Owner's driver if more than one person is required to load it. CLIENT MUST OBTAIN OFF-HIRE NUMBER WHEN TERMINATING HIRE. Client is still responsible for equipment until picked up from site by Hirepool.

2. **Hire Period**
Hiring commences at the time shown on the face of this form which is the time the equipment leaves the Owner's store. The hiring shall terminate at the time stated by the Hirer on the face of this form. By that time the equipment is to be delivered back into the Owner's store either by the Hirer or following collection by the Owner's vehicle at the Hirer's request.

3. **(a) Owners right to Hire**
The Owner may terminate the hire at any time without reason by giving the Hirer 48 hours written notice. Such notice may be given either by personal delivery or by post to either the job address or any other address of the Hirer specified on the face of this 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. The Owner shall not be responsible to the Hirer for any loss arising as a result of such termination.
(b)
Not withstanding termination of the hiring the Hirer shall be obliged to pay the Owner a sum equivalent to hire fees at the rate specified herein in respect of any period from the date of termination of the hiring until the equipment is actually returned to the Owner's store.

4. **Hiring Charges**
In the absence of any special arrangements to the contrary equipment is hired on a daily rate, Saturday, Sunday and holidays included.
Minimum rates apply when (i) the term of the hire is not greater than 4 hours during our normal business hours or (ii) the term of the hire is overnight between the hours of 4pm to 8am Monday to Saturday – shift work excluded.
A day is 8 hours, a half-day is 4 hours (or overnight between 4pm and 8am) and one week is 7 days.
The hire period is based on the time the equipment is uplifted until the time the equipment is returned or advised for pickup, not the time for which the equipment is used.

5. **Payment**
   - **(a) Unless the Hirer operates a credit account with the Owner 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.**
   - **(b) The Hirer by accepting the goods or services agrees to the terms and conditions as laid down by the Owner and agrees to pay any costs of collection and all legal fees incurred by the Owner in the event of legal action becoming necessary.**
   - **(c) Where the Hirer operates a credit account with the Owner payment is due on the twentieth day of the month after the date of invoice. Where payment is not made by the due date, the Owner reserves the right to charge default interest at the rate of 2% above the Owner's overdraft rate as it may apply.**
   - **(d) If the Hirer does not require the Owner to waive the Hirer's responsibility for loss or damage to equipment under Condition 10 then the Hirer must make alternative arrangements in writing with the Owner through the Owner's credit department.**
   - **(e) No claim for credit will be recognised after one month of the date of invoice.**

6. Care of Equipment and Breakdowns
   - **(a) In the event of the equipment being damaged, the Hirer shall pay to the Owner a sum equivalent to the cost of making good said damage. In the event of the equipment being lost on hire to the Hirer then the Hirer shall pay to the Owner a sum equivalent to the cost of replacing the equipment as lost. This obligation subject to Condition 10 as applicable.**
   - **(b) The Hirer warrants that he is competent and qualified to use the equipment in the way or which it is designed.**
   - **(c) Breakdown resulting from misuse shall not in any circumstances shorten the period of hire.**
   - **(d) It is the Hirers responsibility to satisfy himself 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) The Owner 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 howsoever caused. Not withstanding the foregoing any liability attaching to the Owner under this agreement shall be limited to the amount of hireage charges due under this agreement. In the event of breakdown the Hirer must immediately notify the Owner by telephone.**

7. Injury or Damage to Hirer or Third persons or Property
The Hirer shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner 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.

8. No assignment of hire agreement
This agreement is personal to the Hirer and is not capable of assignment by him, and the Hirer shall not sublet the equipment to any other person, but this shall not prevent employees of the Hirer using the equipment by the Hirer.

9. No warranties by owner
The Owner makes no warranty or representations as to the state, quality or 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 or fitness of the equipment for any purpose are hereby excluded.

10. **WAIVER (INSURANCE)**
10.1 The Hirer hires the equipment at the Hirer's own risk and indemnifies the Owner against any and all loss in respect of any loss of or damage to the equipment including any consequential loss unless the Hirer pays for the damage waiver, subject to this clause 9.
10.2. The Hirer shall pay for the damage waiver unless written confirmation of suitable insurance cover that Is satisfactory in every respect to the Owner in its sole discretion is provided by the Hirer and approved in writing by the Owner prior to the Hirer taking possession of the equipment. If the Owner is not satisfied with the Hirer's compliance with this clause, the Owner may decline to hire the equipment. The Hirer is not entering into a contract of insurance with the Owner by paying for the damage waiver.
10.3. Subject to payment by the Hirer of the excess (clause 9.7) and except for the exclusions set out in clauses 10.4 to 10.5 and subsections thereof, if the Hirer has paid for the damage waiver, the Hirer shall not be liable to the Owner for any loss of or damage to the hired equipment or any consequential loss or damage incurred by the Owner and/or any third parties during the term of hire PROVIDED THAT the Hirer:
10.3.1. has at all times acted reasonably and with reasonable care;
10.3.2. has delivered to the Owner (within 24 hours of the time when the Hirer first becomes aware of the loss of or damage to the equipment) a complete correct written report of the circumstances of such loss of or damage to the equipment, including, in the case of any loss appearing to result from any criminal act, an applicable police complaint acknowledgement form; and
10.3.3. Rendered such assistance and done such other things as the Owner shall have reasonably required for the purposes of enabling the Owner to recover such loss or damage, including from any potentially responsible third party.
10.4. The damage waiver does not cover:
10.4.1. Theft of or criminal damage to equipment unless reasonably locked and secured;
10.4.2. Damage or loss due to misuse, abuse or overloading of the equipment or failure to take reasonable care of it, including any overloading of any motors or other electrical appliances or devices;
10.4.3. Damage caused to tyres and tubes by blowout, bruises, cuts, kerbing or other caused arising from the use of the equipment;
10.4.4. Loss or damage resulting from lack of lubrication or other normal servicing of the equipment;
10.4.5. Loss or damage of tools, digger buckets, accessories, grease guns, hoses and similar, electrical cords, welding cable, oxygen and/or acetylene bottles, pneumatic tools, steels and other similar accessories;
10.4.6. Loss or damage to plant where such loss or damage is due to any incident or accident involving (in any way)water;
10.4.7. Loss or damage to any equipment or items on which the damage waiver is not charged;
10.4.8. Loss or damage of the equipment arising from a breach by the Hirer of the conditions of the Contract; or
10.4.9. Loss or damage from the use of the equipment in violation of any statute, regulation or by-law.
10.5. In addition to the above, special conditions or exclusions may apply depending on the nature or location of the Hirer's use of the equipment and these will be notified to the Hirer prior to the equipment leaving the Owner's premises. Any breach of those special conditions will constitute a breach of the Contract.
10.6. The parties agree that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the exclusions in clauses 10.4 to 10.5 as if this clause 10 constituted a contract of insurance (notwithstanding that this clause 10 is not a contract of insurance).
10.7. Excess: Notwithstanding payment of the cost for the damage waiver, in the event of any loss, theft or damage to the equipment which is covered by the damage waiver, the Hirer must pay an excess charge. The excess will be an amount equal to 50% of the full replacement cost for the equipment, subject to a maximum of $5,000 plus GST for any one item of equipment, or as otherwise detailed in the Contract

11. **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 Hirer's behalf and that he is empowered by the Hirer to bind the Hirer to this agreement. The person so signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the agreement failing to have such power of authority.**

12. **The Hirer shall forthwith on request by the Owner advise the Owner of the whereabouts of the equipment and allow the Owner or its agent or servants reasonable time to inspect and test the equipment and for such purposes the Hirer hereby gives irrevocable leave and licence to the Owner 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 any part thereof may be.**

13. **In the case of a person entering into this contract in a private capacity as Hirer, the Hirer by entering into this contract hereby authorises the disclosure of personal information regarding this creditworthiness by any other party to the Owner and that this personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer has rights of access to and correction of personal information contained in this contract subject to the provisions of the Privacy Act 1993.**

03/11

I/We have read, understood and agree to the above Terms and Conditions relating to Hirepool Limited

Signature(s) _____ _____ _____

AGREEMENT TO HIRE RENTAL VEHICLE

THIS AGREEMENT is made on the date set out in the Schedule appearing on the reverse of this agreement (the "Schedule"), BETWEEN the Owner (Hirepool Limited) of the one part, and the Hirer of the other part, names and particulars of both of whom are set out in the Schedule.
IT IS HEREBY AGREED as follows:

VEHICLE DESCRIPTION

1 The Owner will let and the Hirer will take on hire the motor vehicle as described and with the Registered No set out in the Schedule (hereinafter referred to as the "vehicle").

DURATION OF HIRE

2 The term of hire shall commence and cease at the times and dates set out in the Schedule.

PERSONS WHO MAY DRIVE VEHICLE

3 The vehicle may be driven during the period of hire only by the persons whose names and particulars are set out in the schedule under the heading "Authorised Driver Details", and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle.

ONLY DRIVERS LISTED IN THE SCHEDULE MAY DRIVE THE VEHICLE

PAYMENT BY HIRER

4 The Hirer shall pay to the Owner as payment for the hire of the vehicle for the period specified in Clause 2 of this agreement the sum specified in the Schedule.

5 In addition to the payment specified in clause 4 of this agreement, the Hirer shall pay to the Owner the sum specified in the Schedule for the insurance cover set out in clause 10 of this agreement.

6 In addition to the payment specified in clause 4 of this agreement, the Hirer shall pay to the Owner on termination of the hiring a distance charge calculated at the rate per kilometre specified in the Schedule for every excess kilometre run. The total distance that the Hirer may run the vehicle during the period of the hire shall not exceed [_____] kilometres.

7 The Hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

HIRER'S OBLIGATIONS

8 The Hirer shall ensure that –

(a) The water in the radiator and battery of the vehicle is maintained at the proper level;
(b) The oil in the vehicle is maintained at the proper level; and
(c) The tyres are maintained at their proper pressure.

9 The Hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

INSURANCE

10 Subject to the exclusions set out below, the Hirer, and any driver authorised to drive the vehicle, is fully indemnified in respect of any liability he or she might have to the Owner in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the Owner, including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the Hirer, and any driver authorised to drive the vehicle, is indemnified to the extent of [$] [insert sum, or specify "without limit"] in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

EXCLUSION

The indemnities referred to above shall not apply where the damage, injury, or loss arises when –

(a) The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle; or
(b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the Hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle; or
(c) The vehicle is operated in any race, speed test, rally, or contest; or
(d) The Hirer is not a body corporate or department of State and the vehicle is driven by any person not named in clause 3 of this agreement; or
(e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle; or
(f) The vehicle is wilfully or recklessly damaged by the Hirer or any other person named in clause 3 of this agreement or driving the vehicle under the authority of the Hirer, or is lost as a result of the wilful or reckless behaviour of the Hirer or any such person; or
(g) The vehicle is operated on any of the following roads –
Bell Hutt Road, Mt Cook
Skippers Road, Queenstown
Ninety-mile Beach, Northland (or any beach wheresoever); or
(h) The vehicle is operated outside the term of the hire or any agreed extension of that term.

It is agreed between the Owner and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. The general effect of this provision is that an exclusion will not apply if the Hirer proves on the balance of probability that the damage or loss was not caused or contributed to be the matters to which the exclusion refers.

The Hirer acknowledges that he or she is aware of the above exclusions and shall complete and sign the panel in the Schedule headed "Acceptance of Insurance and Hirer's Liability for Excess" accordingly.

HIRER'S LIABILITY

The Hirer acknowledges that he or she shall be liable in respect of the first amount of the damage or loss referred to in the insurance cover as specified in the Schedule. This does not apply to damage or loss resulting from fire or from the theft or conversion or attempted theft or conversion of the vehicle. The Hirer shall complete and sign the panel in the Schedule headed "Acceptance of Insurance and Hirer's Liability for Excess" accordingly.

REJECTION OF INSURANCE

11 If the Hirer decides to reject the Owner's insurance under clause 10 of this agreement, the Hirer accepts that the vehicle is hired to the Hirer at the Hirer's own risk in respect of loss of or damage to the vehicle and consequential loss by the Owner. The Hirer accepts that he or she may be liable to the Owner for any loss of or damage to the vehicle and consequential loss, and shall complete and sign the panel in the Schedule headed "Rejection of Insurance and Hirer's Acceptance of Liability" accordingly. If the Hirer decides to reject the Owner's insurance under clause 10 of this agreement, the Hirer accepts that he or she has no insurance cover under this agreement in respect of anydamage, injury, or loss caused to any person or property, and shall complete and signthe panel in the Schedule headed "Rejection of Insurance and Hirer's Acceptance of Liability" accordingly.

OWNER'S OBLIGATIONS

12 The Owner shall supply the vehicle in a safe and roadworthy condition.

13 The Owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the Hirer.

NOTE: By virtue of clause 7 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of hire is the responsibility of the Hirer.

MECHANICAL REPAIRS AND ACCIDENTS

14 If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the Hirer shall advise the Owner of the full circumstances by telephone as soon as practicable.

15 The Hirer shall not arrange or undertake any repairs or salvage without the authority of the Owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

16 The Hirer shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

USE OF THE VEHICLE

17 The Hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward unless the vehicle is hired with the knowledge of the Owner for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.

18 The Hirer shall not –

(a) Sublet or hire the vehicle to any other person; or
(b) Permit the vehicle to be operated outside his or her authority; or
(c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against any of sections 56, 57 and 58 of the Land Transport Act 1998; or
(d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest; or
(e) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Land Transport Act 1998, the Traffic Regulations 1976, or any other Act, regulations, rules, or bylaws relating to road traffic; or
(f) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle; or
(g) Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle the Hirer or other person is not the holder of a current driver's licence appropriate for the vehicle.

RETURN OF VEHICLE

19 The Hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the Owner at the Owner's place of business or to the Owner's agent at the agent's place of business as set out in the Schedule, or obtain the Owner's consent to the continuation of hire.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

20 The Owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the Hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the Owner and the rights of the Hirer under this agreement or otherwise.

21 The Hirer by entering into this agreement hereby authorises the collection by the Owner of personal information regarding his or her creditworthiness from any other party. The Hirer has rights of access to and correction of personal information contained in this contract subject to the provisions of the Privacy Act 1993.

INTEREST OF UNPAID MONEY

22 If the Hirer defaults in payment of the hire charge or any other monies payable hereunder to the owner, then the Hirer shall pay to the Owner upon demand interest at the rate of 1.5% per month on the unpaid monies calculated from the due date for payment down to the date of payment

COSTS

23 The Hirer shall pay to the Owner upon demand all legal fees and expenses of and incidental to the enforcement or attempted enforcement of the Owner's rights, remedies and powers under this agreement.

NOTE TO HIRER

THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THE AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER, OR OTHER AUTHORISED EMPLOYEE OF THE AUTHORITY.

I/We have read, understood and agree to the above Terms and Conditions relating to Hirepool Vehicle Divisions

Signature(s) _____ _____ _____