

360 FENCE HIRE CONTRACT TERMS AND CONDITIONS

1. CONDITIONS

- 1.1.** The Conditions set out below shall apply and are incorporated into any contract for the hire and/or sale of goods ("Equipment") between 360 Fence Hire Limited ("the Owner") and the person hiring or buying the equipment ("Hirer") ("Contract"). The Owner reserves the right to change these Conditions without notice
- 1.2.** Definitions:
 - 1.2.1.** Equipment: includes without limitation, fencing, concrete blocks, fencing brackets, gate wheels, fencing signage
- 1.3.** In no event shall the Owner be responsible for any loss of, or damage to property, or death, or injury to persons caused by the equipment, arising out of the use thereof during the period of hire and the Hirer shall indemnify the Owner from and against all claims which may be made against the Owner for damages or otherwise, in respect of or arising directly or indirectly out of any loss, damage, death or injury whatsoever caused directly or indirectly by or arising directly or indirectly out of the use of any equipment whilst on hire to the Hirer which indemnity shall extend to and include all costs and expenses incurred by the Owner in investigating and / or defending any such claim
- 1.4.** The Hirer agrees and acknowledges that at all times the Equipment is and remains the property of the Owner. During the period of hire, the Hirer shall not sell, lease, pledge, assign, transfer, part with possession of or detail with the equipment in a manner which may affect, directly or indirectly, the Owner's Ownership of the equipment
- 1.5.** The equipment remains the responsibility of the Hirer until removed from site by the Owner. The Hirer shall take proper and reasonable care of the Equipment. All Equipment shall be returned in good order and condition, free from any defects
- 1.6.** The Owner does not hold insurance which covers damage to the Equipment during the Period of Hire. The Hirer must therefore obtain insurance with a reputable insurer which covers damage to the Equipment during the Period of Hire; this includes delivery from the Owners premises to the Hirer's destination address
- 1.7.** It is a condition of the Owner that the Owner's signs shall be placed on a minimum of every fourth panel for insurance and advertising purposes

2. DELIVERY AND REMOVAL

- 2.1.** Delivery and removal charges payable by the Hirer are in addition to the hire/purchase costs

2.2. The Equipment is hired to the delivery address advised by the Hirer and is not transferable to any other site or Hirer. Delivery is deemed to have taken place when either: the Hirer has taken possession the equipment from the Owner's premises; or the Equipment has been unloaded at the agreed chosen site of the hirer with truck access

2.3. The Hirer authorises the Owner to bring the Owner's vehicle onto the place where the equipment is to be used or is located to deliver and/or remove the equipment, either on the expiry of the hire period or on the breach by the Hirer of any term in these Conditions. The Hirer indemnifies the Owner against any cost, claim, damage, expense or liability suffered or incurred by the Owner whether arising directly or indirectly from the Owner's actions under this clause

2.4. Delivery of Equipment must be acknowledged by the Hirer or their agent on site of delivery - confirmed by email/phone/text or facsimile. Returned confirmation implies that Equipment has been inspected by the Hirer or agent, is installed as requested, and equipment is undamaged / void of defects (no holes or bent frames). The Hirer shall return the confirmation of order by email/phone/text or facsimile within 2 days of receiving it. The Hirer's failure to do so shall constitute an acceptance of the Equipment "as is" and a deemed acknowledgement that the Equipment is in good repair and condition, is safe, useable and the quantity received/installed is correct

2.5. The Hirer must make any requests for removal by telephone, and follow up email/text or facsimile, at the completion of the hire agreement or three days notice if terminated earlier to the Owner

2.6. Should accessibility to the site be more difficult on dismantle of the equipment as opposed to the installation, a labour charge will be applicable

2.7. The Hirer shall have a representative attend upon collection of the equipment to supervise the count of the equipment and sign the same out. When the Hirer does not provide a representative to supervise the collection of the equipment the Hirer must accept all counts taken by the Owner

3. PAYMENT AND DEFAULT INTEREST

3.1. All charges are exclusive of GST unless otherwise indicated and the Hirer shall pay the charges plus GST where indicated

3.2. For hire of Equipment, unless the Hirer is a charge account customer: The Hirer will be required to pay in advance i.e. the full cost of the hire prior to delivery and any bond/deposit if requested by the Owner

3.3. On return of the Equipment in good order and condition, the actual total charges will be calculated and the Hirer will either pay the balance outstanding, or be refunded with the difference between any deposit and the actual total charge

3.4. For sale of Equipment, the Hirer will pay the Owner 100% of the agreed price on order confirmation and prior to delivery/pickup. Risk passes on delivery of the Equipment

3.5. For charge account customers, the Owner will send the Hirer an invoice for charges incurred. The Hirer must pay the invoice within 14 days of the date of the invoice. The Owner reserves the right to reverse any agreed discount for charge account customers if the account is not paid within the 14 days

3.6. If no details of invoices being paid accompany a payment, the Owner reserves the right to apply payments received against the oldest invoices outstanding from the Hirer. The Owner will not be obliged to reallocate such payments should details be subsequently provided

3.7. Without prejudice to the Owner's other remedies under these conditions at law or otherwise, the Hirer will pay default interest at the rate of 2.5% per calendar month on all outstanding amounts from the end of the agreed hire period (for cash customers) or from the 20th of the month following date of invoice (for charge account customers) until all monies have been paid in full

3.8. The Hirer shall pay to the Owner all costs and expenses incurred by the Owner in recovering money or in connection with the exercise or a attempted exercise of any of its rights or remedies under the Contract, including commissions and legal costs on a solicitor and client basis

3.9. The Hirer must make all payments due under the Contract without set-off or deduction of any kind

3.10. No credit shall be extended on overdue accounts

4. CHARGES

4.1. Equipment may be hired for: i) Fortnightly, or ii) Monthly or iii) as agreed to in writing. Hire periods are charged at a daily rate, regardless of the time the equipment is installed/erected

4.2. Hire periods and maximum periods of usage are: a) "Daily" means 24 hours b) "Weekly" means 7 days d) "Monthly" means a calendar month i.e. if pick up on the 20th of the month, return is by close of business on the 19th of the following month

4.3. The hire period begins from the time the equipment leaves the Owner's premises and runs until the equipment is returned to the Owner at the place of hire, removed by the Owner pursuant to clause 2 or the Contract is terminated pursuant to clause 6

4.4. The Hirer shall pay as invoiced for the hire period for all materials used, loss and damage waiver charges (if applicable),

delivery/removal costs, excess use charges, damage to or loss of the equipment, cleaning costs (if any), and any default interest for late payment

5. HIRER'S OBLIGATIONS

5.1. The Hirer shall:

5.2. take proper and reasonable care of the equipment and return the equipment in the same order and condition as at the commencement of the hire (fair wear and tear excepted); and

5.3. satisfy themselves that the equipment is suitable for the intended use; and

5.4. use the equipment in a lawful manner with due regard to all laws and regulations pertaining to the use of such equipment; and

5.5. except as permitted by the Consumer Guarantees Act 1993 not bring or threaten to bring claim against the Owner for loss or damage incurred or threatened against the Hirer or arising directly or indirectly from the Hirer's use of the equipment

5.6. If the Hirer is not an individual, the person who signs/read the Contract on behalf of the Hirer warrants that they have authority to bind the Hirer and will, in any event, be personally liable for the performance of the obligations on the Hirer. 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 Contract failing to have such power or authority

5.7. Indemnify the Owner against any claim made by any person against the Owner for any damage, expense, claim, demand action or loss arising directly or indirectly out of the Hirer's use or possession of the equipment

5.8. The Hirer shall be responsible for any loss or damage to the equipment for any reason whatsoever, except damage which is caused by reasonable wear and tear. It is agreed that upon the period of hire, the whole or part of the cost or replacement of, or repair to the equipment will be charged to the Hirer at a rate specified by the Owner. Any missing or damaged equipment will remain the property of the Owner at all times. Missing equipment will be deemed as stolen property

5.9. Once it has been established by the Owner that missing/damaged Equipment charges have occurred and an invoice has been raised, the Owner will reserve the right to charge on going monthly re-hire amounts for the equipment until such time as the missing/damaged Equipment invoice has been paid in full

5.10. Any Equipment stolen will be charged accordingly. Any person or company found with stolen property will be prosecuted

5.11. The Hirer will **NOT** attach any scrim (netting) to the Equipment. The Hirer can attach their 'warning/safety' signs and self promotion signs; these are limited to no more than 1 every 4th panel and no larger than 300mm x 400mm

5.12. The Hirer will **NOT** materially alter the original placement/configuration of the Equipment (installed by the Owner); for Health & Safety all Equipment must be altered/repositioned/removed by the Owner

6. TERMINATION BY THE OWNER

6.1. The Owner may notwithstanding the specified period of hire and notwithstanding any waiver of the same previous default forthwith terminate the agreement and repossess the equipment in any of the following events:

6.1.1. If the Hirer shall commit or permit any act or thing whereby the Owner's rights in the equipment may be prejudiced

6.1.2. If the Hirer should become or be made bankrupt or make arrangement or composition with his creditors, or in the case of a Hirer being as limited company should an order be made or a resolution for the winding up of such company

6.1.3. If the Hirer commits any breach of this agreement or fails to pay any monies when monies are due. For the purpose of repossessing the equipment, the Owner may enter into, or upon any premises where the equipment may be, without prejudice to the rights of the Owner, to recover from the Hirer any monies due hereunder or any damages of breach hereof and the Hirer indemnifies the Owner in respect of any claims, damages or expenses arising from any action taken under the clause

6.1.4. If the Hirer breaches any part of this agreement the Owner reserves the right to remove equipment on any other individual site without notice, regardless of payment status

6.1.5. The Hirer shall indemnify the Owner in respect of any claim, action, damage, expense or cost (including full solicitor/client costs) incurred or threatened as a result of the Owner exercising the powers of this clause or otherwise to recover the Equipment or moneys payable by the Hirer pursuant to these Conditions

6.1.6. The Owner will not be liable to the Hirer or any other persons for any claim or loss arising from cancellation or repossession

7. Hire Price Match Offer (special offer at limited times)

While we try our best to offer the best price all of the time, you may find a cheaper hire price elsewhere, we'll do our best to match it. Conditions apply below:

7.1 All price beating is at the discretion of 360 Fence Hire and is subject to change at any time

7.2 The product/service we are beating in price needs to be the same i.e. hire duration, hired metres, product type un/installed and location (delivery/pickup address)

7.3 The service/product provider must be located/based in Wellington

7.4 Excludes sales of Equipment/fencing products

7.5 Subject to stock available at time of booking and/or hireage