

CENTRAL BUILDING LIMITED

Equipment Hire Terms and Conditions

1. Introduction

1.1 Application

These Terms and Conditions apply to every agreement for the hire of equipment between **Central Building Limited** ("Central Building", "we", "our", or "us") and the customer hiring the equipment ("the Hirer", "you", or "your").

By signing a Hire Agreement, accepting a quotation, placing an order, collecting equipment, accepting delivery of equipment, or otherwise using equipment supplied by Central Building Limited, you agree to be bound by these Terms and Conditions.

These Terms apply to every hire unless Central Building Limited agrees otherwise in writing.

1.2 Entire Agreement

These Terms and Conditions, together with any Hire Agreement, quotation or booking confirmation issued by Central Building Limited, constitute the entire agreement between the parties.

No other terms proposed by the Hirer will apply unless expressly agreed to in writing by Central Building Limited.

1.3 Amendments

Central Building Limited may amend these Terms and Conditions from time to time.

Updated Terms will apply to all new Hire Agreements entered into after the revised Terms have been published or otherwise provided to the Hirer.

2. Definitions

In these Terms:

Bond means any refundable security deposit required by Central Building Limited before or during the Hire Period.

Business Day means any day other than a Saturday, Sunday or public holiday in New Zealand.

Damage Waiver means any optional damage waiver offered by Central Building Limited that limits the Hirer's liability for accidental damage, subject to the exclusions contained in these Terms.

Equipment means any machinery, plant, tools, attachments, accessories or other items hired by Central Building Limited to the Hirer.

GST means Goods and Services Tax under the Goods and Services Tax Act 1985.

Hire Agreement means the quotation, booking confirmation, hire form, invoice or other document recording the details of the hire together with these Terms and Conditions.

Hire Charges means all charges payable for the hire of Equipment together with any additional charges payable under these Terms.

Hire Period means the period beginning when the Equipment is collected by the Hirer or delivered by Central Building Limited and ending when the Equipment has been returned and accepted by Central Building Limited.

Hirer means the individual, company, trust, partnership or other legal entity hiring the Equipment.

PPSA means the Personal Property Securities Act 1999.

Site means the location where the Equipment will be used.

3. Equipment Hire

3.1

Central Building Limited agrees to hire Equipment to the Hirer subject to the availability of the Equipment and these Terms and Conditions.

3.2

Acceptance of a booking or quotation does not guarantee availability until confirmed by Central Building Limited.

3.3

Central Building Limited may refuse any hire request without giving a reason.

3.4 Bond

Central Building Limited may require the Hirer to pay a Bond before releasing Equipment.

The amount of any Bond will be determined by Central Building Limited having regard to factors including:

- the type and value of the Equipment;
- the duration of the hire;
- the intended use of the Equipment; and
- any other matter Central Building Limited considers relevant.

3.5

Provided all obligations under these Terms have been met, any Bond will be refunded after the Equipment has been returned, inspected and accepted by Central Building Limited.

Central Building Limited may deduct from the Bond any amounts owing by the Hirer, including unpaid Hire Charges, repair costs, replacement costs or any other amount payable under these Terms.

4. Hire Charges and Payment

4.1

Hire Charges will be those agreed between Central Building Limited and the Hirer at the time of booking or as set out in the applicable quotation or Hire Agreement.

4.2

Central Building Limited accepts payment by bank transfer only.

4.3

All Hire Charges are inclusive of GST unless expressly stated otherwise.

4.4

Additional charges may apply for:

- extended hire periods;
- late returns;
- loss or damage to Equipment;
- replacement of fuel or consumables where applicable;
- recovery of Equipment;
- legal or debt recovery costs incurred in recovering overdue amounts.

4.5

Any amount outstanding after its due date may incur interest at a reasonable commercial rate until paid in full.

5. Hire Period

5.1 Commencement

The Hire Period begins when:

a) the Equipment is collected by the Hirer or the Hirer's authorised representative; or

b) the Equipment is delivered to the agreed location by Central Building Limited,

whichever occurs first.

c) The Hire Period shall be based on a daily, weekly (being 7 days) or weekend.

5.2 End of Hire

The Hire Period ends only when:

- the Equipment has been returned to the location nominated by Central Building Limited; or
- Central Building Limited has collected the Equipment where collection has been agreed,

and the Equipment has been inspected and accepted by Central Building Limited.

5.3 Continued Hire

If the Equipment is not returned on the agreed return date, Hire Charges will continue to accrue until the Equipment is returned and accepted by Central Building Limited.

This clause does not limit any other rights available to Central Building Limited.

5.4 Extensions

If the Hirer wishes to extend the Hire Period, the Hirer must contact Central Building Limited before the scheduled return date.

Any extension is subject to equipment availability and Central Building Limited's approval.

6. Delivery and Collection

6.1

Where Central Building Limited agrees to deliver Equipment, reasonable efforts will be made to deliver at the agreed time.

Delivery times are estimates only.

Central Building Limited is not liable for delays caused by circumstances beyond its reasonable control.

6.2

Risk in the Equipment passes to the Hirer immediately upon delivery or collection.

6.3

The Hirer must ensure suitable access is available for any delivery or collection arranged by Central Building Limited.

6.4

The Hirer must inspect the Equipment immediately upon collection or delivery.

Any visible damage, defects or shortages must be reported before the Equipment is used.

Failure to notify Central Building Limited will be taken as acceptance that the Equipment was received in good working order.

7. Hirer's Responsibilities

Throughout the Hire Period the Hirer agrees to:

7.1

Exercise reasonable care when using the Equipment.

7.2

Use the Equipment only for its intended purpose.

7.3

Ensure the Equipment is operated only by persons who are suitably trained, competent and, where required by law, appropriately licensed.

7.4

Comply with:

- all applicable New Zealand legislation;
- manufacturer's operating instructions;
- health and safety requirements; and
- any reasonable directions provided by Central Building Limited.

7.5

Keep the Equipment secure and take reasonable precautions to prevent theft, loss or damage.

7.6

Not alter, modify, dismantle or interfere with the Equipment without prior written consent.

7.7

Not allow the Equipment to be used for any unlawful purpose.

7.8

Not sell, lease, mortgage, pledge or otherwise deal with the Equipment.

7.9

Immediately notify Central Building Limited if:

- the Equipment becomes damaged;
- the Equipment breaks down;
- the Equipment is lost or stolen;
- an accident occurs involving the Equipment; or
- the Equipment is seized or subject to any legal process.

8. Equipment Breakdown

8.1

If the Equipment develops a mechanical fault through normal use, the Hirer must immediately stop using the Equipment and notify Central Building Limited.

8.2

Where the fault is not caused by misuse, negligence or accidental damage by the Hirer, Central Building Limited will, at its option:

- repair the Equipment;
- replace the Equipment with similar equipment where reasonably available; or
- terminate the Hire Agreement and refund any Hire Charges paid for the unused portion of the Hire Period.

8.3

The Hirer must not attempt repairs unless authorised by Central Building Limited.

Unauthorised repairs will be at the Hirer's cost.

9. Damage, Loss and Theft

9.1

The Hirer is responsible for the Equipment from the commencement of the Hire Period until it has been returned and accepted by Central Building Limited.

9.2

The Hirer is liable for any loss of or damage to the Equipment unless the loss or damage results solely from fair wear and tear or a mechanical defect not caused by the Hirer.

9.3

Where the Equipment is lost, stolen or damaged beyond economical repair, the Hirer must pay the reasonable replacement value of the Equipment together with any associated costs reasonably incurred by Central Building Limited.

9.4 Damage Waiver

Where Central Building Limited offers a Damage Waiver and the Hirer has paid the applicable Damage Waiver Fee, the Hirer's liability will be limited in accordance with the terms of that Damage Waiver.

The Damage Waiver does not apply where damage or loss results from:

- intentional damage;
- reckless or unsafe operation;
- operation by an unauthorised person;
- use while under the influence of alcohol or drugs;
- failure to comply with these Terms and Conditions; or
- theft resulting from the Equipment being left unsecured.

10. Insurance and Damage Waiver

10.1

Central Building Limited may offer a Damage Waiver in respect of certain Equipment. Where a Damage Waiver is available, the Hirer may be required to pay, or may elect to pay, the applicable Damage Waiver Fee before the commencement of the Hire Period.

10.2

Where the Hirer has paid the applicable Damage Waiver Fee, the Hirer's liability for accidental damage to, loss of, or theft of the Equipment will be limited to the applicable Damage Waiver excess, subject to these Terms and any exclusions advised by Central Building Limited.

10.3

The Damage Waiver does **not** apply where the loss, damage or theft arises from:

- misuse or negligent use of the Equipment;
- failure to comply with these Terms and Conditions;
- use of the Equipment by an unauthorised or unqualified person;
- operation of the Equipment while under the influence of alcohol or drugs;
- deliberate or reckless damage;
- theft where the Equipment has been left unsecured; or
- any other exclusion notified by Central Building Limited before or during the Hire Period.

In these circumstances, the Hirer remains fully liable for all repair or replacement costs.

10.4

Regardless of whether a Damage Waiver has been purchased, the Hirer is responsible for arranging and maintaining, at its own expense, appropriate insurance for:

- damage to the Hirer's own property;
- damage to third-party property;
- injury to third parties; and
- any other risks arising from the Hirer's possession or use of the Equipment.

10.5

Where no Damage Waiver has been purchased, the Hirer is responsible for arranging insurance covering the full replacement value of the Equipment against loss, theft and accidental damage for the entire Hire Period.

10.6

Central Building Limited may require the Hirer to provide satisfactory evidence of insurance before releasing the Equipment.

Where reasonably required, Central Building Limited may also require its interest in the Equipment to be noted on the Hirer's insurance policy.

10.7

Nothing in this clause limits the Hirer's responsibility for the Equipment while it remains in the Hirer's possession or control.

11. Damage and Equipment Defects

11.1

The Hirer must immediately notify Central Building Limited if:

- a) the Equipment is damaged;
- b) the Equipment breaks down or fails to operate correctly;
- c) the Equipment is lost or stolen; or
- d) the Equipment is involved in an accident or incident that may affect its safe operation.

11.2

If the Equipment becomes damaged or breaks down due to fair wear and tear, an inherent defect, or a fault that was not reasonably apparent at the commencement of the Hire Period, Central Building Limited may, at its discretion:

- repair the Equipment;
- replace the Equipment with similar Equipment where reasonably available; or
- terminate the Hire Agreement.

Where Central Building Limited repairs or replaces the Equipment under this clause, Hire Charges may be suspended for any period during which the Equipment cannot reasonably be used.

11.3

The Hirer must not attempt to repair, modify or dismantle the Equipment unless authorised in writing by Central Building Limited.

11.4

If Central Building Limited determines that repair or replacement is impractical, uneconomic or impossible, Central Building Limited may terminate the Hire Agreement and recover the Equipment.

12. Access to Equipment

12.1

The Hirer grants Central Building Limited, its employees, contractors and authorised agents permission to enter any property where the Equipment is located, at any reasonable time, for the purposes of:

- delivering or collecting Equipment;
- inspecting the Equipment;
- servicing, maintaining or repairing the Equipment;
- replacing Equipment;
- confirming compliance with these Terms; or
- exercising any legal rights under these Terms.

12.2

The Hirer agrees to ensure safe and reasonable access is available whenever access is required.

13. Assignment and Dealings with Equipment

13.1

The Hirer must not, without the prior written consent of Central Building Limited:

- sell the Equipment;

- assign or transfer any interest in the Equipment;
- sub-hire or cross-hire the Equipment;
- grant any mortgage, charge or security interest over the Equipment;
- pledge the Equipment as security; or
- otherwise part with possession of the Equipment.

13.2

The Equipment must remain under the Hirer's possession and control throughout the Hire Period.

The Equipment must not be removed from the agreed Site without the prior written approval of Central Building Limited.

13.3

Central Building Limited may assign, subcontract or licence any of its rights or obligations under these Terms without the Hirer's consent.

14. Health and Safety

14.1

The Hirer acknowledges that it is responsible for complying with all obligations imposed by the Health and Safety at Work Act 2015 in relation to its use, operation and control of the Equipment.

14.2

The Hirer must ensure that:

- all operators are competent and appropriately trained;
- all required licences, permits and approvals are held;
- the Equipment is operated safely and only for its intended purpose;
- appropriate personal protective equipment is used where required; and
- all incidents involving the Equipment are managed in accordance with applicable health and safety legislation.

14.3

Nothing in these Terms transfers the Hirer's health and safety obligations to Central Building Limited.

15. Ownership and PPSA

15.1

The Equipment remains the property of Central Building Limited at all times.

No Hire Agreement transfers ownership of the Equipment to the Hirer.

15.2

The parties acknowledge that certain Hire Agreements may create a security interest under the Personal Property Securities Act 1999 ("PPSA").

Where applicable, the Hirer agrees to promptly do everything reasonably required by Central Building Limited to protect, perfect or register that security interest.

15.3

To the extent permitted by law, the Hirer waives any rights under the PPSA that may lawfully be waived and agrees not to register any financing change statement affecting Central Building Limited's security interest.

16. Warranties and Consumer Guarantees

16.1

Central Building Limited warrants that:

- it has the right to hire the Equipment;
- the Equipment substantially matches its description; and
- the Equipment will comply with any specifications expressly agreed in writing.

16.2

Except as expressly provided in these Terms or required by law, all other warranties, guarantees, conditions and representations are excluded to the fullest extent permitted by law.

16.3

Where the Hirer hires Equipment in trade, the parties agree that:

- the Consumer Guarantees Act 1993 does not apply; and
- where permitted by section 5D of the Fair Trading Act 1986, the parties contract out of sections 9, 12A and 13 of that Act.

The parties acknowledge that this contracting out is fair and reasonable.

17. Liability

17.1

To the fullest extent permitted by law, Central Building Limited is not liable for any indirect, consequential or economic loss, including loss of profits, production, contracts or business opportunity.

17.2

Central Building Limited's total liability arising from any Hire Agreement is limited to the Hire Charges paid under that Hire Agreement.

17.3

Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded under New Zealand law.

18. Indemnity

18.1

The Hirer indemnifies and holds harmless Central Building Limited against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising directly or indirectly from:

- the Hirer's use or possession of the Equipment;
- injury to any person;
- damage to property;
- breach of these Terms; or
- failure to comply with any applicable law,

except to the extent that the loss has been caused solely by the negligence of Central Building Limited.

19. Default

19.1 Events of Default

The Hirer will be in default under these Terms if any of the following occurs:

- a) the Hirer fails to make any payment when it becomes due;
- b) the Hirer breaches any provision of these Terms and, where the breach is capable of being remedied, fails to remedy the breach within five (5) Business Days after receiving written notice from Central Building Limited;
- c) the Hirer becomes insolvent, enters into liquidation, receivership, voluntary administration or bankruptcy, or enters into any arrangement with creditors;
- d) the Hirer provides false or misleading information when entering into a Hire Agreement;
- e) the Equipment is abandoned, unlawfully dealt with, or Central Building Limited reasonably believes the Equipment is at risk of being lost, damaged or not returned; or
- f) the Hirer ceases, or threatens to cease, carrying on business.

19.2 Rights on Default

If an Event of Default occurs, Central Building Limited may, without prejudice to any other rights available to it:

- terminate the Hire Agreement immediately;
- suspend any current or future hire;
- enter any premises where the Equipment is located (where lawfully permitted) to recover the Equipment;
- retain all or part of any Bond;
- recover all outstanding Hire Charges and any other monies owing;
- recover the reasonable costs of recovering the Equipment; and
- recover any legal costs or debt collection costs reasonably incurred in enforcing these Terms.

19.3

Termination of the Hire Agreement does not affect any rights or obligations that accrued before termination.

20. Privacy

20.1

Central Building Limited collects, uses, stores and discloses personal information in accordance with the **Privacy Act 2020**.

20.2

Personal information may be collected for purposes including:

- processing hire requests;
- verifying identity;
- administering Hire Agreements;
- communicating with customers;
- complying with legal obligations;
- recovering overdue amounts; and
- improving the services provided by Central Building Limited.

20.3

Where reasonably necessary, Central Building Limited may disclose personal information to:

- insurers;
- legal or professional advisers;
- debt recovery agencies where payment remains outstanding;
- government or regulatory authorities where required by law; and
- service providers engaged to assist Central Building Limited in operating its business.

20.4

The Hirer may request access to, or correction of, personal information held by Central Building Limited in accordance with the Privacy Act 2020.

21. Notices

21.1

Any notice required under these Terms may be given by:

- personal delivery;
- post;
- email; or
- any other electronic communication agreed between the parties.

21.2

A notice sent by email will be deemed received on the day it is sent unless the sender receives notification that delivery has failed.

21.3

The Hirer must promptly notify Central Building Limited of any change to its contact details.

22. Force Majeure

Central Building Limited will not be liable for any delay or failure to perform its obligations where that delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, severe weather, earthquakes, floods, pandemics, industrial action, acts of terrorism, war, government restrictions, utility failures or transport disruptions.

23. General

23.1 Entire Agreement

These Terms, together with the Hire Agreement, quotation or booking confirmation, constitute the entire agreement between the parties.

23.2 Waiver

No failure or delay by Central Building Limited to exercise any right under these Terms constitutes a waiver of that right.

23.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

23.4 Amendments

No amendment to these Terms is binding unless made in writing by Central Building Limited.

23.5 Electronic Acceptance

The Hirer acknowledges that acceptance of a quotation, booking confirmation or Hire Agreement by email or any other agreed electronic communication constitutes acceptance of these Terms and Conditions.

23.6 Authority

Where the Hirer is a company, partnership or trust, the person accepting these Terms warrants that they have full authority to bind that entity.

23.7 Photographic Records

Central Building Limited may take photographs of the Equipment before and after each hire to record its condition.

Those photographs may be relied upon as evidence of the Equipment's condition at the commencement and completion of the Hire Period.

24. Governing Law

24.1

These Terms and every Hire Agreement are governed by the laws of New Zealand.

24.2

The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

Acceptance

By signing a Hire Agreement, accepting a quotation, collecting Equipment, accepting delivery of Equipment, or otherwise taking possession of Equipment supplied by Central Building Limited, the Hirer confirms that they have read, understood and agree to be bound by these Terms and Conditions.