



Jackson
Electrical Industries Limited

Terms of Hireage:

These terms of hireage between JACKSON ELECTRICAL INDUSTRIES LIMITED ("JEI") as the owner and the person, partnership or company ("Customer") agreeing to the quotation for, and the hiring of, equipment (the "hireage") and in the case of any conflict or dispute between JEI and the Customer these terms shall prevail and take precedence over any document or oral message of the Customer.

- **Security Agreement under the PPSA**

1. The Customer agrees that these terms of hireage constitute a Security Agreement as defined by the Personal Property Securities Act 1999 ("PPSA"). For the purposes of the PPSA, Collateral shall include all and any hireage sold by JEI to the Customer and the proceeds thereof.
2. The Customer agrees to give JEI a security interest in all of the Customer's present and after-acquired property that JEI has supplied and not to allow any person to file a financing statement in respect of any of the Collateral secured by this Security Agreement without the prior written consent of JEI.
3. The Customer acknowledges and agrees that JEI may register a Purchase Money Security Interest over the hireage and the Customer shall agree to waive the right to a verification statement for the purposes of section 148 of the PPSA.

- **JEI Warranties**

1. JEI warrants that it will supply the hireage as defined in the quotation description and will repair or at its sole option replace hireage supplied that is defective or damaged, provided that the Customer notifies JEI immediately at the time the defect or damage is found or discovered.
2. JEI warrants to install the hireage and to connect the hireage to services and utilities if so required by the Customer.

- **JEI Exclusions of Liability**

1. JEI will not accept any claim by the Customer for any reasons where the Customer may be prejudiced by the defect or failure of the hireage including economic loss, consequential loss, or any other form of loss and any guarantee as to fitness for purpose given or implied by JEI to the Customer will not apply where:
 - (a) the defect or failure is due to or resulting from damage or misuse or negligent care of the hireage while in the possession of the Customer (or the Customer's agents or employees) or by the Customer's failure to follow instructions of care; or
 - (b) the defect, failure or damage is due to instructions from the Customer regarding the rating or size of the hireage required for Customer use or non-operation of the hireage due to the Customer not complying with local authority regulations or by-laws, resource consent conditions or the Health and Safety at Work Act 2015; or
 - (c) the defect or failure or damage is due to the Customer or a third party rectifying defects or damage to the hireage while in the possession of the Customer or the Customer's employees or agents; or
 - (d) the defect or failure is due to reasons of (or arising out of) force majeure (here meaning circumstances or events outside of the direct control of JEI).
2. JEI will not accept liability for damages or loss suffered by the Customer by the Customer's own actions or omissions in operating the hireage including any damage caused to the Customer's property or to the property of a third party.

- **The Customer further agrees:**

1. **Hireage at Customer Instruction:** that the rating, size and use of the hireage is supplied on the sole instructions of the Customer including the identification of utilities and hazards; and
2. **Authority of Owner:** that the Customer has the authority of the owner of the property where the Customer does not have title to the property or premises where the hireage is or may be used; and
3. **Contrary Purposes:** that the Customer will not use the hireage for any purposes contrary to that declared or intimated to JEI at the time of hireage from JEI; and
4. **Customer to Insure:** to take out and maintain insurance in respect of the hireage against any loss and damage (on a full replacement basis) while under the care of the Customer (including upon delivery or installation); and
5. **Customer to Indemnify:** to fully indemnify:
 - (a) JEI for any loss or damage to the hireage whatsoever while the hireage is under the care of the Customer (including upon delivery or installation); and
 - (b) not to hold JEI liable for any loss or damage caused to the Customer or to any other third party and to fully indemnify JEI in respect of any claim by a Council or local authority or any other third party against JEI which may result from the Customer's actions, omissions or negligence (or that of their employees or agents);
6. **Minimum Period of Hireage:** to pay for the cost of hireage for the minimum period of the quotation on the credit terms declared by JEI in its quotation and to pay JEI the price of the hireage made up of the time period of allowance and pay hireage used in excess of the period allowance at the same rate as for the contracted period; and
7. **Additional Costs & Interest:** that JEI may charge the Customer if additional costs are incurred by JEI due to non-disclosure or mistake by the Customer, and the Customer further acknowledges and agrees that JEI may charge interest on any monies outstanding under these terms of hireage on a daily basis at a rate equal to 5% above JEI's bank indicator lending rate.

Interest is payable from the date payment was due until the date JEI receives payment in full. The right of JEI to charge interest is without prejudice to other rights or remedies of JEI in respect of the Customer's default in failing to pay on the due date; and
8. **Reimbursement for Misuse or Damage:** to reimburse JEI for misuse or damage caused by the Customer's own actions (or the actions of the Customer's agents or employees) while operating the hireage, including but not limited to cleaning the hireage or repairing the hireage if left or returned to JEI in a dirty or damaged condition (subject to normal wear and tear); and
9. **Reimbursement for Delays or Late Collection:** to reimburse JEI for all costs reasonably incurred by JEI if (a) the hireage is not ready to be collected by JEI during normal business hours or (b) if JEI cannot gain access to the hireage at the expiry of the contracted period and JEI must retrieve the hireage outside of business hours (or at a different time than previously agreed with JEI for collection or delivery); and
10. **Notification Upon Change of Ownership or Tenancy of Property:** to notify JEI of (a) the sale of any property in or on which the hireage is used, or (b) upon the change of any tenancy by the Customer in respect of the property in or on

which the hireage is used or (c) upon leaving the hireage outside of any property directly owned by the Customer.

For the avoidance of doubt, any failure by the Customer to notify JEI in such circumstances shall negate any claim by the Customer of proper return of the hireage to JEI, unless otherwise agreed by JEI in writing. Where JEI has not agreed in writing to accept any such notification from the Customer (acting reasonably), the Customer shall remain liable to pay JEI for delays or late collection as set out in clause 9 of these terms of hireage until such time as the hireage is secured by JEI; and

11. **Ownership & Possession:** that title and ownership of the hireage shall always remain vested in JEI and (notwithstanding possession of the hireage) will not be construed in any way to be the property of or in the ownership of the Customer; and
12. **Right to Re-Possession of Hireage upon Default:** where the Customer is in default of these terms of hireage (including where the use of the hireage remains unpaid for by the Customer) JEI, its agents or servants have the free and uninterrupted right to enter the property or premises of the Customer or its client (to the extent permissible by law) during normal business hours in accordance with the Credit Contracts and Consumer Finance Act 2003 (as amended from time to time) or the PPSR to search for, inspect, re-possess, and remove the JEI hireage supplied.

The Customer will not hold JEI responsible for any economic or consequential loss that the Customer may suffer as a result of the hireage being re-possessed, removed or dismantled from the property or premises of the Customer or its client (as the case may be).

13. **Personal Guarantor(s):** where the Customer is a company or a partnership or a trust or an incorporated/unincorporated society (a "non-natural person"):
 - (a) the person(s) referred to as the signatory or signatories signing on behalf of the non-natural person on the quotation for equipment hire forming part of this contract shall personally guarantee the obligations of the Customer (jointly and severally) to pay any outstanding monies to JEI, and shall indemnify JEI against non-payment by the Customer (the "Guarantor(s)"); and
 - (b) For the avoidance of doubt, any personal liability of the Guarantor(s) shall not exclude the Customer from liability nor from the performance of the Customer's obligations under these terms of hireage, and JEI may (at their discretion) have recourse to either the Customer or the Guarantor(s) (or both) with regard to enforcing any

obligations and/or liability arising under these terms of hireage.

- **Important Points the Customer Should Note:**

1. **Rating and Size of Hireage, Plant or Equipment:** it is the Customer's sole responsibility to decide if the hireage or any plant or equipment provided by JEI is suitable for the Customer's purposes. If in doubt ask JEI and consult the MSDS sheet; and
2. **Relocation:** once the hireage is positioned at the location required by the Customer it cannot be relocated to another job or another site unless expressly authorised by JEI; and
3. **Statutory Compliance:** the hireage complies with electrical codes. The Customer is to ensure they comply with all applicable local authority rules and/or resource consent conditions (as the case may be) as well as complying with the Health and Safety at Work Act 2015 and applicable legislation with regard to connections and use of the hireage. If in doubt, the Customer shall ask JEI for assistance; and
4. **Procedure in Event of Damage:** JEI requires the Customer to take the following steps in the event of any damage to the hireage, or in the event of damage to land or property which is not owned by the Customer (the intention of which is to mitigate the Customer's liability under applicable insurance policies, to the extent practicable):
 - (a) Advise the Owner within 24 hours of damage occurring (and as soon as possible); and
 - (b) Provide a written report to the Owner and, if required, to the Police; and
 - (c) Deliver the hireage back to the Owner (or JEI as the case may be) within 24 hours, and/or assist the Owner as required to recover the hireage; and
 - (d) Render all such assistance to the Owner for it to exercise recovery and repair of the damaged hireage and to obtain such legal remedies as the Owner sees fit in their discretion; and
 - (e) Provide a written report to JEI and if required to the Police and to render such assistance (as if you were the owner of the hireage) to JEI for JEI to exercise recovery, repossession, and repair of the damaged hireage and to obtain such legal remedies as JEI sees fit in their discretion.

INSTRUCTIONS OF CARE: You are reminded that misuse, damage or negligence of care is usually caused by not keeping the hireage secure; not having persons that are authorised, technically competent or licensed to operate the hireage; excessive loading applied to the hireage, incorrect installation including overloading of motors and electrical appliances that form part of the hireage; lack of routine servicing; transporting or using the hireage over or in water or exposure to corrosive substances; loss of consumables or accessories used with the hireage such as tools or electrical cords.

DESCRIPTION SPECIFICATION AND QUOTATION FOR EQUIPMENT HIRE

CUSTOMER ADDRESS:

CONTACT POSITION:

ACCOUNT NO:

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PHONE:

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MOBILE:

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FAX:

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PAYMENT DETAILS

Payment Dates	Make	Model	Serial #	Price
Installation				
Hire				
Hire				
Hire				
Hire				
Hire				
Hire				
Hire				
Hire				
Hire				
Hire				

Total	Sub	
	GST	
	TOTAL	\$

INSPECTION AND SERVICE DETAILS

Make	Model	Serial #	Details

LOCATION DETAILS AND PURPOSES DECLARED BY THE CUSTOMER:

Customer Authorisation

This quotation forms part of the JACKSON ELECTRICAL INDUSTRIES LIMITED Terms of Hireage. I/We have read and agree to the terms and conditions of the JACKSON ELECTRICAL INDUSTRIES LIMITED Terms of Hireage. I/We also agree that I/We require the hireage(s) according to the description and specifications above.

CUSTOMER ADDRESS

Installation Agreement (if applicable).

I/We authorise JACKSON ELECTRICAL INDUSTRIES LIMITED to install and connect the hireage described above in my property/property of my/our client and that I/We have legal authority for the installation.

CONTRACT TERM: Commenced On: ____/____/____ for: WEEKS MONTHS..... OPEN _____