

INDUSTRIAL SITE SERVICES LIMITED
TERMS OF HIRE OF INDUSTRIAL AND BUSINESS PLANT AND
EQUIPMENT OR SERVICES

Terms or Hire:

These terms of hire between INDUSTRIAL SITE SERVICES LIMITED (the "Owner") and the person, partnership, trust, company or public authority signing this agreement for the hiring of plant or equipment (the "hireage") and labour supplied to operate the hireage or work under the direction of the Hirer ("Services") shall take precedence over any terms that may be issued by the Hirer and in case of any conflict or dispute between the Owner and the Hirer these terms shall prevail.

The Owner

1. Will insure the hireage against fire and loss damage unless the Hirer provides a written waiver of damages and covers the hireage under its own insurance.
2. Will warrant that it will supply the hireage and Services as defined in the description of the hireage and Services in the hire docket and will replace, or at its option repair, hireage supplied that is damaged or defective before delivery and replace Services to the Hirer that does not perform to accepted industry standards when operating the hireage provided that the Hirer notifies the Owner immediately the damage or defect or non-performance is found.
3. Will not accept any claim by the Hirer for any reasons where the Hirer may be prejudiced by the defect or failure of the hireage or Services including damages or loss suffered by the Hirer by the Hirer's own actions in operating the hireage or directing Services including damage to the Hirer's property or the property of a third party or any other economic or consequential loss, or any other form of loss and the guarantee will not apply where:
 - (a) the defect or failure is due to or resulting from damage or misuse, negligent care of the hireage or direction of Services while in the possession of the Hirer.
 - (b) the defect or failure or damage is due to instructions from the Hirer regarding the rating or size of the hireage required for the Hirer's use.
 - (c) the defect or failure is due to non-operation of the hireage or Services due to the Hirer not complying with health and safety or national or local public authority laws of New Zealand.
 - (d) the defect or failure or damage is due to the Hirer or a third party rectifying defects or damage while in the possession of the Hirer.
 - (e) the defect or failure is due to reasons force majeure (outside of the control of the Owner).
4. The Owner shall not be liable for any economic or consequential loss to the Hirer arising out of any breach of the obligations of the Owner and the liability of the Owner whether in contract or pursuant to any cancellation of the contract or in act or otherwise in respect to all claims for loss, damage or injury the Hirer may regard, shall be linked at the option of the Owner to the repair or replacement of the hireage or Services.

The Hirer agrees:

1. To pay for the cost of hireage or Services including insurance and GST by credit card or authorisation to be left with the Owner unless the Owner has agreed to other credit terms.
2. To pay interest on outstanding monies owed to the Owner past due date at the rate of 5% above the Owner's bank rate.
3. To pay the price of Services or the hireage made up of the hourly or shift rate or daily period of allowance described in the hire docket and the cost of insurance, cartage, fuel, stone wear, blade wear, re-sharpen charges and other consumable items and pay excess of the allowance of hours at the same rate as for normal hours.
4. That Services (meaning the operator of the hireage) shall be under the direction and control of the Hirer and the Hirer will ensure that the operator shall for all purposes in connection with the operator's employment or contractual relationship with the Hirer be regarded as the servant or agent of the Hirer and the Hirer shall

not allow any other person to operate the hireage without first obtaining the written consent of the Owner.

5. To accept full risk for the hireage and to pay the Owner for misuse or damage caused by the Hirers own actions while operating the hireage including the actions of employees, agents, contractors and subcontractors of the Hirer, and not hold the Owner liable for any loss caused to the Hirer by the Hirers own actions in operating the hireage including insecure or inadequate loads or towage or the Hirers actions to any third party and agree to indemnify the Owner for any claim by a third party against the Owner as a result of Hirer actions.
6. To pay a standby rate where the hireage or Services are inoperable or idle as a result of damage, neglect, omission or non-compliance to the law or direction of Services caused by the Hirers actions.
7. To pay the Owner for cleaning and repairing the hireage if the hireage is returned in a dirty or damaged condition or if the hireage is not returned to the premises of the Owner and the Owner must retrieve the hireage at the completion of the allowance of hours.
8. To return the hireage to the Owner during normal business hours and that leaving the hireage outside of the Owner's property does not constitute proper return and that the Hirer will pay for further allowance of hours until the hireage is secured by the Owner.
9. To pay for the cost of replacing the hireage in the event that the hireage is lost or stolen and where the insurer has good cause not to pay the full or part amount of the cost of replacement. The Hirer will also pay the insurance excess to the Owner.
10. That property and ownership of the hireage will always remain with the Owner and will not be loaned or assigned to any third party or construed in any way to be the property of the Hirer.
11. That the rating and size of the hireage is supplied by the Owner on the sole instructions of the Hirer and that the Hirer will not use the hireage for purposes where the hireage rating or size is not appropriate.

Important Points of Hirer Responsibility:

Rating and Size of Plant or Equipment:

It is your responsibility to decide if the hireage is suitable for your purposes. If in doubt ask the Owner and consult the MSDS sheet.

Type and Power:

Ensure that the hireage is of the type and power to adequately undertake the task required. If in doubt ask the Owner.

Towing or Carrying Vehicle, Slings or Lifting:

Ensure that the towing or carrying vehicle and the use of slings and lifting gear is of the type and power to adequately control the tow or load or lift and with 4 meters clearance to overhead power lines.

Coupling

It is your responsibility to ensure that when towing a trailer and load is secured and properly attached to the towing vehicle.

Site Conditions and Height Safety Equipment

Ensure that the ground surface at the Hirer or 3rd party site is adequate to support the weight and use of the hireage and any outriggers and that height safety equipment complies with H@S legislation.

Statutory Requirements:

Ensure that you comply with MOT and Local Public Authority and national laws when operating the hireage (your competence and qualifications to use the hireage).

When Damage Occurs (these points will assist the waiver of insurance responsibility)

- advise the Owner within 24hrs of damage occurring.
- provide a written report to the Owner and if required to the Police.
- deliver the hireage back to the Owner within 24 hrs, or assist the Owner to recover the hireage.
- render such assistance (as if you were the owner of the hireage) to the Owner for it to exercise recovery, repair and such legal remedies as it sees fit.