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EQUIPMENT RENTAL AGREEMENT

To:		Fax/Email:	
Company:		Date Sent:	
Hirer:		Address:	
Date Signed:			
Authorised Signatory:		Name & job Title of Signatory:	

The Hirer agrees to hire from the Contractor, **FLUID LIGHT LIMITED**, and until the contractor notifies the hirer to the contrary, the Contractor agrees to hire to the Hirer from time to time the Equipment Specified below ("the Equipment") on the terms and conditions set out in this agreement, and subject to any specific terms agreed for any specific period of hire.

Equipment	Hire Charge	Mileage charge per KM
1999 Isuzu FTS 650 FWD (4x4) truck with rego No ELECTX incorporating a Olympian 110 KVA generator and the items set out in the schedule.		\$1.00 per KM + GST

The Hirer confirms that it has read and understood all of the terms and conditions contained in this Agreement and acknowledges receiving a copy of it.

SIGNED: _____
 for and on behalf
 of the hirer.

Terms and Conditions of this Agreement

Payment

1. The Hirer agrees to pay to the Contractor the Hire Charge, the Mileage Charge and all other charges for the hire of the Equipment, together with all or any other monies payable pursuant to this Agreement at the times and in the manner specified by this Agreement.

No deduction

2. The Hirer will pay the Contractor all charges and payments payable under this Agreement without deduction or set-off and notwithstanding any claim or right that the Hirer may have at law to the contrary.

Time for Payment

3. The Hirer will pay the Contractor **within seven days** of receipt of any tax invoice from the Contractor for any amounts payable under this Agreement.

Alteration of Rental Charges

- 3.1 Prices are subject to change and the contractor reserves the right to alter the rental charges of the equipment.

Replacement Equipment

- 4.1 Notwithstanding the Contractor's obligation to keep the Equipment serviced and in good and working order, if any fault occurs in the Equipment which is of such a nature as to require replacement parts to be supplied, and the Contractor is in a position to supply such replacement parts, then in such case, the obligation of the Hirer to pay the Hire Charge and the Mileage Charge in respect of the Equipment will be suspended (for the duration of downtime only) until such time as the Equipment is repaired.
- 4.2 If in the circumstances contemplated by Clause 4.1, the Contractor does not or is unable to supply replacement parts and the Hirer has to obtain replacement parts from another supplier, then in such case the obligation of the Hirer to pay the Hire Charge and the Mileage Charge in respect of the Equipment will be suspended (for the duration of downtime only) until such time as the Equipment is repaired.
- 4.3 Nothing in Clause 4.1 or 4.2 will oblige the Contractor to supply replacement parts and the Contractor will not be liable for any direct or consequential losses as a result of such fault.

Maintenance and Servicing

- 5 **IT IS HEREBY** agreed and declared that if the whole or any part of the Equipment requires regular maintenance and servicing by specialised repairers or service agents then in such case the Hirer will deliver or make available as the case may be, the Equipment to the specialised repairers or service agents nominated by the Contractor at the times and at the places required during days when the Equipment is not required for production and all costs of such maintenance and servicing shall be the responsibility of the Contractor. If the Hirer is using the Equipment in any location which causes the Contractor to incur additional costs for the repair, maintenance and servicing of Equipment over and above the costs contemplated by this

Initials

Clause 5 (including, without limitation, labour, transport, travel and/ or accommodation costs) then the Hirer will pay such additional costs to the Contractor at the times and in the manner as specified in Clause 3.

Period of Hire

- 6 The Period of Hire shall comprise the total number of days or part thereof from the Time of Delivery until its return to the Contractor. For the purposes of this clause 6, a part day shall be deemed to be a full day unless otherwise agreed in writing by the Contractor. The Hire Charge is based on time hired out not time used by the Hirer.

Amendments

- 7 All amendments or variations to this Agreement shall be in writing and in particular, if the Hirer requires an extension of the Period of Hire, then the Hirer shall give reasonable notice to the Contractor of the Hirer's requirement to extend the Period of Hire. It shall be at the Contractor's sole and absolute discretion as to whether or not the Period of Hire is extended.

Use of Equipment

- 8 The Hirer will use the Equipment only for the purposes for which it was designed. The Hirer will be liable for all of the costs of repair and replacement, and any consequential losses should there be any use of the Equipment during the Period of Hire not in accordance with this Clause 8.

Supply of Equipment

- 9 The Contractor will supply the Equipment at the Place of Delivery specified in this Agreement. The Hirer will pay the Mileage Charge as specified in this Agreement which charge will be calculated by virtue of the kilometres travelled by the Equipment from the Contractor's depot and return. If the Place of Delivery is not the Contractor's depot the Hirer will pay all of the costs of delivery of the Equipment to such Place of Delivery including but not limited to, wages, air travel, accommodation and applicable Mileage Charges.

Warranty – Mechanical Order

- 10 The Contractor warrants to the best of its knowledge that the Equipment is in sound mechanical order and carries all mechanical warranties, certificates of fitness and/or compliances and registrations as are necessary by law.

Power Generation

- 11.1 The Contractor warrants that such Equipment meets with the warranty set out in Clause 10 hereof provided however the Hirer will not use "power lock" or similar systems connected to such Equipment either on a permanent or temporary basis. In the event that the Hirer requires to use a power lock or similar system the Hirer should only connect such system to the Equipment using the services of a registered electrician holding an Electrical Service License under the Electricity Act 1992. Notwithstanding anything in this Clause 11.1 to the contrary, the Hirer hereby indemnifies the Contractor against any claim of whatsoever nature and all results of whatsoever nature arising out of the Hirer's use of a power lock or similar system of power distribution.

- 11.2 **The Hirer will not use the Equipment to produce “lightning-strike” lighting effects or any similar effect without the express written approval of the Contractor.** If, in the view of the Contractor damage is caused to the Equipment by virtue of its use for the production of “lightning-strike” effects or similar, the cost of repairing such damage will be charged to the Hirer.

No conflict

12. The Contractor warrants not to enter into any other Agreement that may affect or conflict with the Contractor’s obligations under this Agreement unless otherwise agreed to in writing by the Hirer.

Notification

13. The Hirer will promptly notify the Contractor of any faults with, theft of or damage to all or any part of the Equipment.

Reinstatement

14. The Contractor will immediately upon receiving notice pursuant to Clause 13 institute promptly all repairs as are required to reinstate the Equipment to its operational condition as is reasonably practicable.

Misuse or Negligence

15. Any repair or replacement to the Equipment for any reason whatsoever including but not limited to, misuse or negligence on the part of the Hirer, its service agents and invitees will be repaired at the cost of the Hirer within a time frame established by mutual agreement between the Contractor and the Hirer. In the meantime the Hire Charges of the Equipment will continue to be paid by the Hirer until the Equipment is repaired or replaced

Maintenance Personnel Availability

16. The Contractor will make available at all material times suitable and qualified personnel for the purposes of carrying out its obligations for all routine and regular maintenance of the Equipment.

Qualified Staff

17. The Hirer will take reasonable care of the Equipment, including, without limitation permitting only trained, and where required by law, licensed persons having experience and familiarity with the Equipment, to operate the Equipment. The Hirer will ensure that at all times that all instructions given by the Contractor as to the use and operation of the Equipment are followed by persons using and operating the Equipment.

Consent to repair etc.

18. The Hirer will not attempt to repair or adjust the Equipment except as is necessary for its ordinary use or as agreed to in writing by the Contractor.

Protection of Equipment

19. The Hirer will protect the Equipment from adverse conditions and will take all reasonable precautions for the safety and security of the Equipment while it is under the care and control of the Hirer.

No liability and indemnity

- 20.1 The Contractor shall not be liable for any loss or damage to the Hirer or its employees, clients or other parties (whether to their property, consequential or otherwise), contributed to or caused by:
- i) any defects, deficiencies or failure of Equipment: or
 - ii) any failure to supply or delay in delivery of Equipment: or
 - iii) the act or omission (whether negligent or not) of any of the Contractor's employees or agents: or
 - iv) otherwise arising in connection with the Equipment.
- 20.2 The Hirer releases the Contractor from, and indemnifies the Contractor against, all claims, costs, damages and expenses in consequence of loss or damage to third parties (whether to their property, consequential or otherwise) contributed to or caused by circumstances set out in Clause 20.1 (i) to (iv) above.

Location of Equipment

21. The Hirer shall keep the Contractor informed at all times of the whereabouts of the Equipment and shall not take the Equipment out of mainland New Zealand; or without the specific prior consent in writing of the Contractor allow it to be used on any abnormal or hazardous assignment; or transport and/or use it on any aircraft, boat or barge other than on a regular flight by a recognised commercial airline. Without limiting the generality of this Clause the Equipment is not to be transported in, or used on any helicopters or light aircraft without the Contractor's specific written consent which may be given if the Hirer agrees to pay an additional insurance premium for this risk. No Equipment is to be used where it could be affected by salt water or atmospheric conditions. When using the Equipment, the Hirer will comply with all relevant laws and regulations. The Hirer shall return the Equipment by the expiry of the Period of Hire in good order and condition and shall notify the Contractor of any damage or defect arising during the Period of Hire, or of any incident that occurred during the Period of Hire likely to cause such defect or damage.

No disposal

22. The Hirer shall not sell, transfer, lend, sub-let, charge hire, pledge or part with the possession of all or any part of the Equipment and will not permit all or any part of the Equipment to be subjected to any lien.

Right to Inspect

23. The Hirer shall allow the Contractor access to any premises or location where the Equipment is located for the time being, for the purpose of inspecting, repairing or repossessing the same.

No waiver

24. The rights of the Contractor shall not be deemed to have been waived or prejudiced by any relaxation or indulgence granted to the Hirer, or by the acceptance of Equipment by the Contractor on the termination of the Period of Hire or following repossession by the Contractor.

Cancellation

25. Cancellation by the Hirer of all or any part of the Period of Hire will attract a cancellation fee of 60% of the total Hire Charge for the Period of Hire. The Contractor may however at its discretion waive all or any part of the cancellation fee if, in its sole opinion, it has not been financially disadvantaged by the cancellation.

No third party benefits or obligations

26. No benefit or obligation enforceable by any party other than the Hirer or the Contractor is, or is intended to be, created by any hiring or purchase transaction between the Hirer and the Contractor.

Fines and Penalties

- 27.1 The Hirer will be liable for all fines and penalties incurred arising from its use of the Equipment including, but not limited to, those arising from traffic infringements during the Period of Hire. Nothing in this clause 27.1 will make the Hirer responsible for road user charges, motor vehicle registration or warrants of fitness, provided however that any additional road user charges payable by virtue of a breach of Clause 5 will be paid by the Hirer.
- 27.2 The Hirer will be responsible for all of the Contractor's losses suffered by reason of any impounding of the Equipment during the Period of Hire (and any professional fees incurred in the recovery of the Equipment) caused by the commission of any offence including, but without limitation, any traffic or transport offence involving the vehicle.

Resolution of Disputes

- 28 Neither of the parties will issue any proceedings in court as a means of resolving a dispute or disputes under this Agreement without first submitting such dispute or disputes to the mediation of a single mediator appointed by agreement between the Contractor and the Hirer or failing agreement to be appointed by the secretary of the New Zealand Chapter of LEADR.

Hours of Operation

- 29 The Equipment will not be operated for any more than fifteen (15) hours in any consecutive period of twenty-four (24) hours and seventy-five (75) hours in total in any weekly period. Should the Contractor and the Hirer agree to the Equipment being used for more than the maximum number of hours as specified above such additional hours will be charged by the Contractor to the Hirer at the rate of \$40.00 + GST per hour. For the sake of clarity, nothing in this Clause 29 shall oblige the Contractor to agree to the Equipment running for additional hours. In the event that the Contractor agrees to the Equipment running additional hours, the Contractor may at the Contractor's sole and absolute discretion reduce the electrical loading capability and the hours between required servicing of the Equipment.

Clean and Tidy Condition

- 30 The Hirer will keep all of the Equipment (including but without limitation the vehicles associated therewith) in a clean and tidy condition at all times and will present the Equipment in a professional manner at all times. If the Contractor in its sole discretion considers that the Equipment has not been returned in a satisfactory clean and tidy condition the Hirer shall pay a cleaning charge as determined by the Contractor.

Insurance

- 31 The Hirer shall at all times during the Period of Hire maintain comprehensive insurance cover of the Equipment and plant insuring (to the extent that the said insurance policy provides) both the Contractor's risks and the Hirer's risks.

If for any reason the Hirer would be unable to make an insurance claim under such policy for any circumstances that arise during the Period of Hire, the Hirer shall be liable to reimburse the Contractor for all costs, expenses and any consequential losses that the Contractor incurs. The Hirer shall provide the contractor with a copy of the insurance policy upon the contractor's request.

No Drivers under 25

- 32 **The Hirer will not allow the Equipment to at any time be driven by any person under the age of twenty-five (25) years.**

Limitation of Contractor's Liability

- 33 In the event that the Contractor is found to be liable under this Agreement or otherwise at law, for any loss suffered by the Hirer, in relation to the Equipment or by the performance of this Agreement as a result of the Contractor's own actions or omissions, the Contractor's liability will be limited to the amount equal to one week's Hire Charges of the Equipment.

Amendment in writing

- 34 No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

Termination

- 35 The Contractor may terminate this Agreement without giving any reasons and without payment of any compensation to the Hirer whatsoever, upon two days' notice in writing to the Hirer. Upon termination of this Agreement (for any reason) the Hirer will return the Equipment to the Contractor's depot, at the Hirer's cost.

Service of Notices

- 36 Any notice given pursuant to this Agreement will be deemed to be validly given if personally delivered to the address set out on the front page or to such other address as a party may designate by written notice. Notices may also be served by electronic facsimile to the last known facsimile number of the Hirer or the Contractor as the case may be.

Place of Delivery

- 37 It is understood that the equipment is to be returned to the contractor's depot upon completion of rental period. The depot being number 5, Southgate place, Henderson.

Transport Services & Licensing Act 1989

- 38 The Contractor and Hirer agree that this Agreement constitutes a hire of Equipment and accordingly is not covered by the rules set out in the Transport & Service Licensing Act 1989.

Interpretation

- 39 Words importing one gender (masculine, female, neuter) include the others and words importing a gender shall also include companies and bodies corporate.

Headings are for guidance only and shall have no effect on interpretation.

Schedule

1. Six 30 meter lengths of 63 amp three phase cable.
2. Three 20 meter lengths of 63 amp three phase cable.
3. Eight 5 channel yellow jacket cable ramps.
4. One fire extinguisher.