



WAIRARAPA COLLEGE

Kia Mātau Kia Māia - With Wisdom and Courage

Agreement For Hire of Plant and Equipment

This Agreement is made on the

Between: Wairarapa College ("owner")

And: ("hirer")

Recitals:

- R1. The owner is the proprietor of the plant and equipment ("equipment") listed in the schedule to this Agreement ("schedule").
- R2. The hirer will hire the equipment specified in the schedule from the owner upon the terms and conditions in this Agreement.

Operative Part:

1. Hire of plant and equipment

1.1 The hiring of the equipment will commence from the commencement date specified in the schedule and continue for the term specified in the schedule.

1.2 The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.

1.3 The hirer agrees to return the goods to the address of the owner on or before the end of the hire period as outlined in the schedule

1.4 The owner will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason.

2. Payment for rental

2.2 The hirer agrees to pay the owner the hire fee specified in the schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.

2.3 The hire fee will be invoiced to the hirer on the commencement date of the hire period.

3. Use, operation, and maintenance

3.1 The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.

3.2 The equipment shall not be used by anyone other than the hirer without the expressed permission of the owner.

3.3 The hirer agrees to operate, maintain, and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.

3.4 The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.

3.5 The hirer shall ensure the equipment is returned to the owner clean of soil or any other foreign matter and any spray tanks and spray equipment shall be thoroughly cleaned. Fuel tanks on any equipment shall be full of fuel when the equipment is returned to the owner. If these requirements are not complied with the hirer shall pay the owner the reasonable costs of compliance with these requirements.

4. Loss, damage or breakdown of plant and equipment

4.1 The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.

4.2 If there is a breakdown or failure of the equipment then the hirer shall return the equipment to the owner at the hirer's expense and the hirer shall not attempt to repair the equipment.

5. Insurance

5.1 The owner will maintain current insurance policies in respect of the equipment to its full insurable value.

6. Disclaimer

6.1 To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

7. Title to goods

7.1 The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.

8. Repossession

8.1 The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.

8.2 If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

9. Completion of the hire period

9.1 The hire period is completed when the equipment has been returned to the owner in the same condition as when it was hired; and

9.2 on or by the date and time outlined in the schedule.