

# Pilehire Ltd – Terms and Conditions

<p>1. <b>Definitions</b></p> <p>1.1 "Pilehire" means Pilehire Ltd, its successors or assigns or any person acting on behalf of and with the authority of Pilehire Ltd.</p> <p>1.2 "Customer" means the Customer or any person acting on behalf of and with the authority of the Customer, as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.</p> <p>1.3 "Equipment" means all Equipment (including any accessories) supplied on hire by Pilehire to the Customer (and where the context so permits shall include any incidental supply of services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other authorisation forms as provided by Pilehire to the Customer.</p> <p>1.4 "Charges" means the cost of the hire of the Equipment as agreed between Pilehire and the Customer subject to clause 4 of this Agreement.</p> <p>1.5 "Site" means the location/s at which the Equipment is to be operated and/or stored.</p> <p>1.6 "Term" means the term of the hire of the Equipment as specified in this Agreement, or such further period as agreed by the parties in writing.</p> <p>1.7 "Minimum Hire Period" means the minimum Term, as specified in this Agreement, and calculated at the appropriate hourly rate (plus Delivery), unless otherwise specified by Pilehire prior to commencement of the Term.</p> <p>1.8 "Agreement" means the agreed arrangement, either verbal or written, between Pilehire and the Customer, and include (and are meant to be read in conjunction with) these terms and conditions, quotation, pricing schedule, authority to hire, or any other authorisation forms as provided by Pilehire to the Customer.</p> <p>2. <b>Acceptance</b></p> <p>2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by this Agreement if the Customer places an order for the Equipment, or accepts Delivery.</p> <p>2.2 Pilehire agrees to hire the Equipment to the Customer based on this Agreement (to the exclusion of anything to the contrary in the terms of the Customer's order), which may only be amended with Pilehire's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Pilehire.</p> <p>2.3 A waiver of the Customer's obligations hereunder is ineffective unless it is in writing and is verified and signed by a duly appointed office of Pilehire.</p> <p>2.4 The Customer acknowledges that entering into this Agreement:</p> <p>(a) they have relied solely on their own skill and judgement, and not relied in any way on any representations, statements or warranties made by Pilehire;</p> <p>(b) to the maximum extent permitted by law, no warranty is provided by Pilehire in respect of the condition of the Equipment or its fitness for any particular purpose. The Customer shall indemnify and hold harmless Pilehire in respect of all claims arising out of the use of the Equipment, including any liability for loss, damage, injury or death arising out of the delivery, installation, ownership, hiring, use or operation of the Equipment of whatsoever nature or kind;</p> <p>(c) this Agreement is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).</p> <p>3. <b>Change in Control</b></p> <p>3.1 The Customer shall give Pilehire not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Pilehire as a result of the Customer's failure to comply with this clause.</p> <p>4. <b>Charges and Payment</b></p> <p>4.1 The Customer shall pay the Charges to Pilehire for the duration of the Term, which (at Pilehire's sole discretion) shall be either:</p> <p>(a) as indicated on invoices provided by Pilehire to the Customer in respect of Equipment supplied on hire;</p> <p>(b) Pilehire's current Charges as at the date of Delivery, according to Pilehire's current pricing schedule; or</p> <p>(c) Pilehire's quoted Charges (subject to clauses 4.2), which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>4.2 Pilehire reserves the right to change the Charges at any time in the event of a variation to Pilehire's quotation. Pilehire shall advise the Customer in writing of any change to the Charges and the effective date of the change.</p> <p>4.3 Pilehire may, in its sole discretion, require the Customer to pay a non-refundable deposit.</p> <p>4.4 Time for payment for the Equipment being of the essence, the Charges will be payable by the Customer on the date/s determined by Pilehire, which may be:</p> <p>(a) before Delivery;</p> <p>(b) on Delivery;</p> <p>(c) by way of instalments/progress payments in accordance with Pilehire's payment schedule;</p> <p>(d) due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;</p> <p>(e) the date specified on any invoice or other form as being the date for payment; or</p> <p>(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Pilehire.</p> <p>4.5 The Customer will make payment to Pilehire only by each due date by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of three and a half percent (3.5%) of the Charges) or by any other method as agreed to between the Customer and Pilehire.</p> <p>4.6 Unless otherwise stated the Charges do not include GST. In addition to the Charges the Customer must pay to Pilehire an amount equal to any GST Pilehire must pay for any supply of Equipment by Pilehire under this or any other agreement. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Charges. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.</p> <p>4.7 Receipt by Pilehire of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then Pilehire's rights and ownership in relation to the Equipment, and this Agreement, shall continue.</p> <p>5. <b>Hire Period</b></p> <p>5.1 The Term shall commence from the time the Equipment departs from Pilehire's premises and will continue until (whichever last occurs):</p> <p>(a) the date of expiry of the Term specified in this Agreement; or</p> <p>(b) the return of the Equipment to Pilehire's premises in an on-hire condition; or</p> <p>(c) the date which the Equipment is available for Recovery by Pilehire, as notified by the Customer (if such Recovery is agreed to by Pilehire), provided the Equipment is recovered in an on-hire condition; or</p> <p>(d) the expiry of the Minimum Hire Period, whichever last occurs.</p> <p>5.2 Notwithstanding clause 5.1, the date of expiry or cessation of this Agreement shall in all cases be treated as a full day's hire.</p> <p>5.3 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless Pilehire confirms special prior arrangements in writing. In the event of Equipment breakdown:</p> <p>(a) provided the Customer notifies Pilehire immediately, Charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Customer;</p> <p>(b) Pilehire will not be liable for any loss or damage whatsoever that may be occasioned by the Customer.</p> <p>6. <b>Delivery and Recovery</b></p> <p>6.1 As agreed by Pilehire and at Pilehire's sole discretion:</p> <p>(a) delivery of the Equipment ("Delivery") shall take place when the Customer takes possession of the Equipment at either Pilehire's premises or the Site;</p> <p>(b) recovery of the Equipment ("Recovery") will be completed when the Equipment has been collected from the Site and returned to Pilehire's premises.</p> <p>6.2 If the Customer requires the Equipment to be delivered and/or recovered from the Site, then the Customer shall notify Pilehire in writing, and pay in addition to the Charges all freight, transportation and other charges and/or costs incurred, including loading and unloading at the Site, if applicable.</p> <p>6.3 In the event the Customer is unable to accept Delivery and/or Recovery as arranged, or there are any delays due to free and clear access to the Site not</p>	<p>being available, the Pilehire shall be entitled to charge all additional costs involved with the redelivery and/or storage, or subsequent attempts at Recovery, as applicable, and all Charges lost as a direct result of the Equipment being unavailable.</p> <p>Any time or date given by Pilehire to the Customer is an estimate only. The Customer must still accept delivery of the Equipment even if late and Pilehire will not be liable for any loss or damage incurred by the Customer as a result of any delay in the Delivery and/or Recovery of the Equipment, commencement of work or interruption to the continuity of work due to reasons beyond the practical control of Pilehire (including, but not limited to, any event outlined in clause 16.7, breakdown of plant, transport delays, accidents, or other labour difficulties, etc.).</p> <p>7. <b>Risk</b></p> <p>7.1 The Customer accepts full responsibility for the safekeeping of the Equipment and shall keep Pilehire indemnified against all liability in respect of all actions, proceedings, claims, demands, notices, losses, damages, costs and expenses to which Pilehire shall or may become liable in respect of (including without limitation):</p> <p>(a) any loss, theft or damage to the Equipment or any property, or any death or injury to persons or otherwise arising from the use of the Equipment during the Term and whether or not arising from any negligence, failure or omission of the Customer or any other persons;</p> <p>(b) any underground or overhead services, footpaths, roads, driveways, grounds, lawns, fences or any other like property, whether public or private, however sustained, caused or contributed to by the use of the Equipment.</p> <p>8. <b>Title</b></p> <p>8.1 The Equipment is and will at all times remain the absolute property of Pilehire, and the Customer must return the Equipment to Pilehire upon request to do so.</p> <p>9. <b>Personal Property Securities Act 1999 ("PPSA")</b></p> <p>9.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:</p> <p>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(b) a security interest is taken in all Equipment previously supplied by Pilehire to the Customer (if any) and all Equipment that will be supplied in the future by Pilehire to the Customer.</p> <p>9.2 The Customer undertakes to:</p> <p>(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Pilehire may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;</p> <p>(b) indemnify, and upon demand reimburse, Pilehire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Equipment charged thereby;</p> <p>(c) not register a financing change statement or a change demand without the prior written consent of Pilehire.</p> <p>9.3 Pilehire and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.</p> <p>9.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.</p> <p>9.5 Unless otherwise agreed to in writing by Pilehire, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.</p> <p>9.6 The Customer shall unconditionally ratify any actions taken by Pilehire under clauses 9.1 to 9.5.</p> <p>10. <b>Security and Charge</b></p> <p>10.1 In consideration of Pilehire agreeing to supply Equipment, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any monies due).</p> <p>10.2 The Customer indemnifies Pilehire from and against all Pilehire's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Pilehire's rights under this clause.</p> <p>10.3 The Customer irrevocably appoints Pilehire and each director of Pilehire as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.</p> <p>11. <b>Customer's Responsibilities</b></p> <p>11.1 The Customer shall:</p> <p>(a) inspect the Equipment on Delivery, to satisfy itself as to the condition, specifications, quality and fitness of the Equipment for its intended purpose.</p> <p>(b) at all times, and at its own expense, keep clean and maintain the Equipment in proper working order and good repair;</p> <p>(c) notify Pilehire immediately of any mechanical breakdown or accident relating to the Equipment. The Customer is not absolved from the requirements to safeguard the Equipment by giving such notification;</p> <p>(d) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Pilehire or posted on the Equipment;</p> <p>(e) ensure that all persons operating Equipment are suitably instructed in its safe and proper use and where necessary holds an appropriate current Certificate of Competency and/or other relevant licence/s;</p> <p>(f) comply with all applicable laws, regulations, rules and requirements necessary for the safe and lawful operation of the Equipment;</p> <p>(g) comply with any maintenance or care instructions provided by Pilehire.</p> <p>11.2 The Customer shall not:</p> <p>(a) exceed the recommended or legal load and capacity limits of the Equipment;</p> <p>(b) use or carry any illegal, prohibited or dangerous substance in, on, or, the Equipment;</p> <p>(c) alter or make any additions to the Equipment (including, but without limitation, defacing or erasing any identifying mark, plate or number on, or in, the Equipment);</p> <p>(d) fix any of the Equipment in such a manner as to make it a permanent fixture;</p> <p>(e) part with or share possession and/or control of the Equipment;</p> <p>(f) permit the Equipment, of any part thereof, to be used by any person for any other work;</p> <p>(g) assign the benefit of this Agreement to any other person;</p> <p>(h) charge, mortgage or create a lien over the Equipment.</p> <p>11.3 The Customer indemnifies Pilehire against, and shall pay Pilehire immediately on demand, all costs relating to:</p> <p>(a) cleaning the Equipment should it be returned in an un-cleaned state; and/or</p> <p>(b) fuel and consumables provided by Pilehire and used by the Customer.</p> <p>11.4 The Customer must maintain adequate insurance policies with reputable insurers during the Term of this Agreement, as approved by Pilehire (or arranged by Pilehire at the Customer's expense if otherwise agreed between the parties) covering:</p> <p>(a) Public Liability arising from the use of the Equipment by the Customer;</p> <p>(b) loss or damage to the Equipment (including, but limited to, accident fire, theft and burglary and all other usual risks); and</p> <p>(c) other insurance which are required by law or otherwise by Pilehire for time to time.</p> <p>11.5 Notwithstanding Pilehire's retention of title in the Equipment, all risk for the Equipment passes to the Customer on Delivery.</p> <p>11.6 The Customer will not use the Equipment, nor permit it to be used, in such a manner which may make any insurance invalid or capable of cancellation.</p> <p>11.7 The Customer is not authorised to pledge Pilehire's credit for repairs to the Equipment, or to create a lien over the Equipment in respect of any repairs.</p> <p>11.8 In the event of damage to the Equipment, the Customer shall be responsible to pay on demand all costs involved in repairing such damage, including but not limited to, damage:</p> <p>(a) caused by the negligence of the Customer, or its agent(s);</p> <p>(b) caused by vandalism;</p> <p>(c) caused to the Equipment by operator misuse thereof;</p> <p>(d) to the tyres of the Equipment, other than damage caused by fair wear and tear; and/or</p> <p>(e) damage caused by the ordinary use of the Equipment.</p> <p>12. <b>Defects</b></p> <p>12.1 The Customer shall inspect the Equipment on Delivery and shall within forty eight (48) hours notify Pilehire of any alleged defect, shortage in quantity, damage or</p>	<p>failure to comply with the description or quote. The Customer shall afford Pilehire an opportunity to inspect the Equipment within a reasonable time following such notification if the Customer believes the Equipment is defective in any way. If the Customer shall fail to comply with these provisions the Equipment shall be presumed to be free from any defect or damage. For defective Equipment, which Pilehire has agreed in writing that the Customer is entitled to reject, Pilehire's liability is limited to replacing the Equipment.</p> <p>13. <b>Default and Consequences of Default</b></p> <p>13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Pilehire's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>13.2 If the Customer owes Pilehire any money the Customer shall indemnify Pilehire from and against all costs and disbursements incurred by Pilehire in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Pilehire's collection agency costs, and bank dishonour fees).</p> <p>13.3 Without prejudice to any other remedies Pilehire may have, if at any time the Customer is in breach of any obligation under this Agreement, including where the Customer's account is in arrears by more than sixty (60) days, Pilehire may:</p> <p>(a) take action to enforce performance by the Customer and/or recover damages (including the costs of pursuing such action);</p> <p>(b) repossess the Equipment as per clause 14.4;</p> <p>(c) suspend or terminate the supply of Equipment to the Customer, or this Agreement (either in whole or part), and any of its other obligations under these terms and conditions; and</p> <p>(d) Pilehire will not be liable to the Customer for any loss or damage the Customer suffers because Pilehire has exercised its rights under this clause.</p> <p>13.4 Without prejudice to Pilehire's other remedies at law, Pilehire shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies Pilehire may have and all amounts owing to Pilehire shall, whether or not due for payment, become immediately payable in the event that:</p> <p>(a) any money payable to Pilehire becomes overdue, or in Pilehire's opinion the Customer will be unable to meet its payments as they fall due; or</p> <p>(b) the Customer fails to perform any obligation under this Agreement, and that failure is incapable of remedy, or if capable of remedy, continues for a period of ten (10) business days after notice is given to the Customer by Pilehire requiring that failure to be remedied; or</p> <p>(c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; or</p> <p>(e) if the Equipment is abandoned, seized or appropriated by any authority and not released within five (5) business days.</p> <p>14. <b>Cancellation/Termination</b></p> <p>14.1 Pilehire may terminate this Agreement, or cancel Delivery, at any time before the Equipment is delivered by giving written notice to the Customer. On giving such notice Pilehire shall repay to the Customer any sums paid in respect of the Charges. Pilehire shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>14.2 In the event that the Customer terminates this Agreement, or otherwise cancels Delivery, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Pilehire as a direct result of the cancellation (including, but not limited to, any loss of profits). In the event the cancellation is made after twelve (12) noon on the day prior to the Term, the Customer shall be liable to pay a cancellation fee (equal to the amount due under the Minimum Hire Period) or such other fee as determined by Pilehire from time to time.</p> <p>14.3 Except so far as clause 14.1 applies, on termination Pilehire shall be entitled to:</p> <p>(a) retain all monies paid to it under this Agreement; and</p> <p>(b) recover from the Customer any other monies due and owing under this Agreement as at the date of termination.</p> <p>14.4 On termination, the Customer must deliver up to Pilehire the Equipment (together with all parts and accessories) in clean and good order as delivered (with allowance for fair wear and tear). If the Customer fails to return the Equipment to Pilehire, as is required under this Agreement or when requested to do so, then Pilehire, or Pilehire's agent, may (as the invitee of the Customer) enter upon and into any land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. Any costs incurred by Pilehire as a result of Pilehire so recovering the Equipment shall be charged to the Customer.</p> <p>15. <b>Privacy Act 1993</b></p> <p>15.1 The Customer authorises Pilehire (or their agent) to:</p> <p>(a) access, collect, retain and use any information about the Customer;</p> <p>(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or</p> <p>(ii) for the purpose of marketing products and services to the Customer;</p> <p>(b) disclose information about the Customer, whether collected by Pilehire from the Customer directly or obtained by Pilehire from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.</p> <p>15.2 Where the Customer is an individual the authorities under clause 15.1 are authorities or consents for the purposes of the Privacy Act 1993.</p> <p>15.3 The Customer shall have the right to request Pilehire for a copy of the information about the Customer retained by Pilehire and the right to request Pilehire to correct any incorrect information about the Customer held by Pilehire.</p> <p>16. <b>General</b></p> <p>16.1 The failure by Pilehire to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Pilehire's right to subsequently enforce that provision. If any provision of these terms and conditions shall be prohibited, invalid, void, illegal or unenforceable in any jurisdiction, that provision will, as to that jurisdiction be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting, prejudicing or impairing the validity, existence, legality and enforceability of the remaining provisions of these terms and conditions, or that provision is any other jurisdiction.</p> <p>16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.</p> <p>16.3 Pilehire shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit or any rectification costs), or any third party claims, suffered by the Customer in connection with the use of the Equipment and/or the provision of services by Pilehire, or arising out of a breach by Pilehire of these terms and conditions. Alternatively, Pilehire's liability shall be limited to damages which under no circumstances shall exceed the Charges.</p> <p>16.4 The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Customer by Pilehire nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>16.5 Pilehire may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>16.6 The Customer agrees that Pilehire may amend these terms and conditions at any time. If Pilehire makes a change to these terms and conditions, then that change will take effect from the date on which Pilehire notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Pilehire to provide any Equipment to the Customer.</p> <p>16.7 Neither party shall be liable for any default due to any act of God, war, terrorism, civil disturbance, riot, Government intervention or regulations, Council conditions or specifications, strike, lock-out, industrial action/dispute, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>16.8 The Customer warrants that it has the power to enter into this Agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this Agreement creates binding and valid legal obligations on it.</p>
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