

BOSS ATTACHMENTS LTD

HIRE CONTRACT TERMS AND CONDITIONS

PERIOD:

- a) The Hire Period shall start on the for the period of from pickup of goods. This Hirer shall be liable for setup, establishment and disestablishment will be charged to the hirer at cost.
- b) The hire period is reckoned from the date on which the equipment leaves the Company's store until it arrives there again inclusive. Hireage will be charged from time taken to time returned to Boss Attachments Ltd yard, unless a prior arrangement has been made with Boss Attachments Ltd management.
- c) The hire rate is calculated as per 8 hour day (8am-5pm) or part thereof. The company will allow a period of grace of one hour, without charge (until 9am) on any calendar day for the return of equipment after which time the hirer will be charged another full day's hire at the Company's current rate.
- d) NO allowance what ever can be made for the time during which the machine is not in use, for any reason, unless special arrangements are made beforehand and confirmed in writing.

MATERIALS:

- a) The equipment hired is agreed to be as stated herein.
- b) The hirer must satisfy himself that the equipment is suitable and sufficient of the work to be done, as subsequent exchange of tools etc will entail additional charges.
- c) The equipment hired by the Company does not purport to be new stock, or equal to new, but when sent out, all items are understood to be in good order for normal foot load working at the stated capacity under any ordinary conditions.
- d) The Company will not be responsible for any delays, accidents or damages of any kind, direct or indirect, which arise through defect or breakdowns of material hired.
- e) All items of equipment supplied at the Hirer's request additionally to those enumerated will be charged for at the Company's standard hire rates.
- f) The cost of reconditioning items blunted by use or otherwise rendered unfit for further service without repairs, by the Hirer, such as concrete breaker steels, and the like, will be charged by the Company.
- g) The hirer may not alter or in any way change the machine without prior written consent of the owner prior to any changes or alterations, any such agreed alterations shall be made good at the end of the hire at the hirers cost.

OPERATION:

- a) Competent drivers or operators must be given charge of plant or tools, while in the hirer's possession and the hirer must be responsible for all cleaning, lubrication and maintenance of adjustment, and for
- b) any damage due to overloading mistakes, or neglect in handling, etc, during the hire period.
- c) The hirer must keep the plant in proper working order at his own expense, and pay all costs for replacement or repair required due to fire, theft, accident, and loss or otherwise during the hire period.
- d) The hirer must ensure the driver, or operator, has a current driver's licence with the appropriate class for the plant hired.
- e) I further acknowledge that that the hirer and employees have (or have obtained from Boss Attachments Ltd) sufficient knowledge to safely operate the equipment hired.

TRANSPORT:

- a) The hirer shall pay carriage to and from the Company's premises and is responsible for damages in transit.
- b) Delivery and collection by the Company shall be to and from footpath, unless previously arranged.

FUEL,OIL,ETC:

To be checked every day before starting up. The hirer shall provide all petrol, fuel, oil lubricating, cleaning and other materials and labour required for the operations of the whole equipment, and only fuel and lubrication oils approved by the Company shall be used for the same during the hire period.

BREAKDOWNS:

The hirer must notify the company immediately of any mechanical breakdown and the date of receipt of such notifications shall be dated from which the hire charges shall be suspended.

PROPERTY RIGHTS:

The hirer undertakes to keep the equipment in his own possession and control, and free from all legal processes, and that no mortgage, bills of sale, or any legal instrument or private agreement whatever shall be executed whereby any other person or form other than Boss Attachments Ltd shall acquire any lien or right whatsoever in connections with the equipment hired.

TERMS:

- a. All accounts are due for payment by the 20th of the following invoice.
- b. Accounts unpaid 10 days after due date may incur a 2% late payment fee.
- c. Accounts unpaid 45 days from the due date may have credit facilities withdrawn and Boss Attachments Ltd reserves the right to recall machinery on hire.
- d. Accounts unpaid after 60 days from due date may have credit facilities withdrawn, machinery on hire will be recalled, and necessary steps taken to recover the debt, without prejudice to their rights to recover all amounts due hire, reconditioning of equipment, if any, and the costs for transport to their store.
- e. Accounts will be subjected to a credit limit.
- f. The hirer will endeavor to protect any patent and intellectual property whilst the machine is on hire and agreed not to replicate, duplicate or reproduce in any fashion that would infringe on the patent or intent of the patent, whilst on hire or in the future.
- g. If any account is in dispute the undisputed portion of the account shall be payable in accordance with normal terms of trade. Payment of the disputed portion may be withheld providing full details.
- h. Third party costs: The hirer shall pay or reimburse Boss Attachments Ltd all costs and/or expenses incurred in instructing a solicitor and/or debt collection agency to recover any amounts over due for payment and such costs and expenses shall bear interest plus GST as provided for in Paragraph 8 clause (b) hereof from the date upon which they are paid or incurred by Boss Attachments Ltd and including the date upon which the buyer shall pay or reimburse Boss Attachments Ltd.

INSURANCE:

Insurance is at hirers risk except where is agreed with the owner, when a surcharge of 7% of the hire charge will be made. The 7% cover does not include panel and glass damage. Evidence of insurance by way of cover made must be received by the owner before hire commences. The hirer is responsible for the \$10,000.00 excess on insurance claims, along with the down time incurred while the machine is under repair, this will be calculated until such time as the machine is fully operational.

CONDITIONS:

- a. The Company reserves the right to inspect the plant any at time, and to terminate the hire forthwith if the plant is not being used and, maintained as provided above or if the agreed conditions and terms of payment are not strictly complied with by the hirer.
- b. the company undertakes no liabilities what ever in respect of third party or similar risks or for personal injury, or for consequential damage of any kind.
- c. The hirer shall keep the equipment under his own control, and employ it solely in his work and will not permit it or any part therefore to be used by any other party for any other work.
- d. On termination of the hire the Hirer shall deliver up the equipment, complete with accessories, clean and in good order as delivered. FAIR WEAR AND TEAR EXPECTED, to the company.
- e. Unless agreed in writing to the contrary, the acceptance by the Hirer of any goods on hire from the Company shall in itself constitute an acceptable of the above term and conditions, and the charges on the accompanying hire agreement form, or acknowledge of order.
- f. Health and Safety Employment Act 1992- The hirer having control of the equipment is deemed to be person who controls a place of work for the purpose of this act, and such must take all practical steps to ensure that people or near the equipment are not harmed (refer section 16).

Authorisation: Must be signed by an authorized signatory of the company, if a partnership all partners must sign
We have read and understand acceptance of these terms and conditions

Name	Signature	Designation	Date
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BOSS ATTACHMENTS LTD APPLICATION FOR CREDIT

Trading Name: _____
Registered Company Name: _____
Registered Company Address: _____

Type of Business (please tick applicable) Limited Co: ☐ Partnership: ☐ Sole Trader: ☐

Period of Trading Under Present Owners: _____ Nature of Business: _____

Telephone: _____ Fax No: _____
Mobile No: _____ After Hours: _____

Name and Address of Directors/Partners/Sole Traders:

Surname	First Names	D.O.B	Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Drivers Licence No.'s:

1) _____ 2) _____ 3) _____

Postal Address: _____

Delivery Address: _____

Postal Address: _____

Bank: _____ Branch: _____

Trade References: (3 required excluding Garages and Oil companies and Banks)

1. _____	Phone: _____
2. _____	Phone: _____
3. _____	Phone: _____

Maximum amount of Credit Required \$----- Order Number required Yes/No
Contact Name for Accounts Payments ----- Phone: -----

Declaration

I/We understand that your terms are cash, but for our (my) convenience (I) we hereby make application for a monthly charge account, with an understanding that all invoices are to be paid on receipt of invoice and not later than Thirty days of invoice. Also it acknowledges that all purchases are subject to Boss Attachments LTD standard conditions of sale which are permitted on the opposite side of this sheet, and (I) we have read and understood these conditions:

Privacy Act 1993

I/We authorize any person or company to provide you with information as you may require in response to your credit and/or employment enquires I/We authorise you to furnish to any third party details of this application details and my subsequent dealing that I/we may have with you as a result of this application being actioned by you.

1. Please find attached our insurance cover note: ----- Signed
OR
2. I/We accept the 7% insurance surcharge: ----- Signed

Authorisation: Must be signed by an authorised signatory of the Company, in case of partnerships all partners must sign

Name	Signature	Designation	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____