HEIGHT 4 HIRE LTD TERMS AND CONDITIONS OF HIRE

1 CONDITIONS

1.1 The Terms and Conditions set out below shall apply to all arrangements in respect of goods including vehicles and plant ("equipment") between Height 4 Hire Ltd (the Owner") and the person or persons taking and/or using the equipment and/or authorized by the Owner to take or possess or use the equipment (jointly and severally with their respective successors and personal representatives referred to as "Hirer").

1.2 These conditions shall not be modified, amended, waived, in whole or in part, except with the written agreement of a director of the Owner.

1.3 The Owner may amend or substitute all or any of these Terms and Condition with immediate effect by posting on the Owner's website www.height4hire.co.nz or otherwise promulgating them.

2 CHARGES

2.1 Equipment may (but subject to minimum hiring period from time to time stipulated by the Owner for particular equipment) be hired for the hire periods defined in clause 2.2. PROVIDED THAT the Hirer agrees that the Owner may charge additional hireage fees on a pro rata basis for any equipment usage in excess of the maximum usage time as set out In clause 2.2, and subject always to the Owner's rights in clause 5.

2.2 Equipment may be used during a hire period for these maximum periods of usage: "Daily" means 24 hours (maximum usage 8 hours) or part thereof more than 4 hours "Weekly" means 7 days (maximum usage 45 hours) Provided that all useage must cease forthwith if the hire is terminated pursuant to clause 5.

2.3 The hire period begins from the time the equipment leaves the owners premises and runs until the equipment is returned.

2.4 Where a hire commencement and/or termination date is agreed such date may not be varied except with the Owners specific consent on each occasion.

2.5 The Hirer shall pay as invoiced: hireage fees for the hire period, the costof all materials used, Loss and damage repair coats, delivery and removal costs, plus additional hireage fees for any excess use, damage to or loss of the equipment, cleaning costs (if any) and default interest for late payment.

3 PAYMENT AND DEFAULT INTEREST

3.1 All charges are plus GST unless otherwise indicated

3.2 For hire of equipment

a) The Hirer may be required to pay a deposit of not less than the estimated total charge.

b) On return of the equipment in good order and condition, the actual total charges will be calculated and the Hirer will either payor be refunded with the difference between the deposit and the actual total charge.

3.3 For purchase of consumables, the Hirer will pay the Owner the agreed price. Risk passes on delivery.

3.4 Any agreed discount for charge account customers is claimable ONLY if the account is paid by the 20TH OF THE MONTH following the date of invoice.

3.5 No invoice may be challenged except in writing not more than 7 days after its date.

3.6 Without prejudice to the Owner's other remedies under these conditions at law or otherwise, the Hirer will pay default interest at the rate of 2% per calendar month on all outstanding amounts from the end of the agreed hire period (for cash customers) or from the 20th of the month following date of invoice (for charge account customers) until all monies have been paid in full.

3.7 No credit shall be extended on overdue accounts.

3.8 The Hirer shall pay to the Owner all costs and expenses incurred by the Owner in recovering money or in connection with the exercise or attempted exercise of any of the Owners rights or remedies under this contract, including commissions and legal costs on a solicitor and client basis.

3.9 The Hirer must make all payments due under this contract without set-off or deduction of any kind.

4 DELIVERY AND REMOVAL

4.1 Delivery and removal charges are payable by the Hirer.

4.2 The Hirer authorizes the Owner to bring the Owner's vehicle onto the place where the equipment is to be used or is located to deliver and/or remove the equipment, either on the expiry of the hire period or on the breach by the Hirer of any term in this contract. The Hirer indemnifies the Owner against any cost, claim, damage, expense or liability suffered or incurred by the Owner whether arising directly or indirectly from the Owners actions under this clause.

4.3 The Hirer must make any requests for removal in the manner specified by the Owner from time to time. The Owner is not responsible for any delay in delivery or removal.

4.4 The Hirer shall notify the Owner before 3pm on the day the hire will be finishing, to allow the Owner time to collect the equipment or the hire will include the following day.

4.5 The Owner has no responsibility or liability for any loss or damage arising directly, indirectly or otherwise from any delay or failure in delivery of all or part of the equipment howsoever caused.

4.6 Any carrier of the equipment shall be deemed to be the Hirers agent.

4.7 All risk in respect of the equipment passes to the Hirer upon delivery.

5 OWNER'S RIGHT TO CANCEL

5.1 If the Owner believes the equipment or any person or property may be or become exposed to risk for any reason whatsoever (including but not limited to the manner of its use by the Hirer or adverse weather or work conditions) or that the Hirer is unable to, or might be unable to pay any hire charge or purchase price the Owner may (but shall not be obliged to) terminate the hire and retake possession of the equipment. Accordingly, the Hirer grants the Owner or will procure that the Owner is granted an irrevocable right and authority to enter at any time onto any place where the equipment is situated or thought to be situated to remove the equipment.

5.2 The Hirer indemnifies the Owner against any cost, claim, damage, expense or liability suffered or incurred by the Owner whether arising directly or indirectly from the Owner exercising its rights under this clause or otherwise acting to recover any equipment hired or monies payable by the Hirer pursuant to this contract.

5.3 The Owner will not be liable to the Hirer or any other person for any loss suffered or liability

5.4 incurred arising from cancellation or repossession of the equipment.

6 ASSIGNMENT

6.1 The Owner may from time to time license, outsource, assign, novate, or subcontract all or any part of its rights and obligations under these Terms without consent of the Hirer.

6.2 The Hirer shall not assign all or any of its rights or obligations under this contract without the written consent of the Owner.

7 HIRER'S OBLIGATION

7.1 The Hirer Is responsible for any loss or damage to the equipment however arising during the hire period as defined in clause 2.3.

7.2 In the case of such loss or damage he Hirer shall notify the Owner in writing immediately and shall follow all reasonable instructions of the Owner. The Hirer shall be responsible for and shall indemnify the Owner for the full cost of all repairs to restore the equipment to the condition it was in at the commencement of the hire period (or in the case of successive hire periods) at the commencement of the first hire period.

7.3 In the case of such loss or damage, if the equipment is not able to be restored promptly and at reasonable cost the Hirer shall be responsible for and shall indemnify the Owner for the full cost to the Owner of replacing the equipment or the book value of the equipment (whichever is higher).

7.4 In addition to the costs set out in clauses 7.2 and 7.3, the Hirer shalt be responsible for and shall indemnify the Owner for any loss of revenue suffered by the Owner due to the unavailability of the equipment for hire due to loss or damage. The costs for lost revenue shall not exceed the equivalent rate for 120 days hire of the equipment

7.5 The Hirer shall:

a) Take proper and reasonable care of the equipment and return it in good order and condition and with fuel replenished; and

b) carry out all necessary servicing, (including by way of example the supply of all necessary oils, grease and fuel) at the HIRER'S OWN EXPENSE; and

c) satisfy themselves that the equipment is suitable for the intended use; and

d) use the equipment in a lawful manner with due regard to all laws and regulations pertaining to the use of such equipment and

e) immediately notify the Owner by telephone if the equipment breaks down; and

f) except as permitted by the Consumer Guarantees Act 1993 not bring or threaten to bring a claim against the Owner for loss or damage incurred or threatened against the Hirer or arising directly or indirectly from the Hirer's use of the equipment; and

g) indemnify the Owner against any claim made by any person against the Owner for any loss suffered or liability incurred arising directly or indirectly out of the Hirer's use or possession of the equipment (whether or not contributed to by any act or omission of the Hirer); and

h) maintain comprehensive insurance in respect of the equipment and in relation to all such liabilities throughout the hire period and for 2 years thereafter and

i) not take or use the equipment at any location except at the delivery address referred to on the front of this contract and shall under no circumstances (except with the prior written consent of the Owner) take or use it on any road or any place deemed by any legislation to be a road; and

j) Not alter or modify the equipment in any way, and will follow best practice in maintaining the equipment and

k) Store the equipment so it is readily identifiable as the Owner's equipment.

7.6 The Hirer warrants that all persons who use the equipment shall be COMPETENT and QUALIFIED to use the equipment, shall use the equipment in the manner it was designed to be used, and follow any codes of practice, guidance, regulations, or other directions from the Owner, government or local authorities, or manufacturer of the equipment or otherwise relating to the use and safety of the equipment and shall comply with all obligations in relation to the use and control of the equipment and under the Health and Safety In Employment Act 1992 *and* all other relevant legislation.

7.7 The Hirer acknowledges that the Owner is not a provider of training services and that any training required by any operator is the responsibilityof the Hirer.

7.8 If the Hirer is not an individual, the person who signs this contract on behalf of the Hirer warrants that they have authority to bind the Hirer and will, in any event be personally liable for the performance of the obligations of the Hirer and for ensuring that there is on site at all times including the time of delivery a responsible representative of the Hirer and warrants that any person appearing to be in charge of the site at the time of delivery and all other times shall be deemed to be a responsible representative of the Hirer.

8 PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

8.1 It is not intended or permitted by the Owner that the hire period continue longer than 363 days whether by renewal or extension or otherwise.

8.2 Hire of equipment or acquisition of consumables may create a security interest. If so, the following provisions of this clause 8 apply.

All terms in this clause 8 have the meaning given In the PPSA and section references are sections to sections of the PPSA.

8.3 On the request of the Owner, the Hirer shall promptly execute any documents, provide all necessary information and do anything else required by the Owner to ensure that the security interest created under this contract constitutes a perfected security interest in the equipment and their proceeds which will have priority over all other security interests in the equipment.

8.4 The Hirer will pay to the Owner all fees and expenses incurred by the Owner in relation to the filing of a financing statement in connection with this contract

8.5 The Hirer waives its rights under sections 114(1) (a), 116, 117,119,120(2), 121, 125, 129, 131, 132, 133, 134 and 148 of the PPSA.

9 CONSUMABLES

9.1 All fuel and other consumables and all road user charges shall be met by the Hirer or if paid by the Owner shall be reimbursed immediately by the Hirer.

9.2 The Hirer shall be responsible for all tyre damage and shall at all times monitor the condition of the tyres and immediately repair them or replace them where necessary and pending that repair or replacement may not use the equipment

9.3 All costs of repair or replacement except routine maintenance (the need forwhich arises without any fault on the part of the Hirer) shall be met by theHirer.

10 LIMITATION OF LIABILITY

10.1 Subject to clause 10.5 to the fullest extent permitted by law, all conditions, warranties, guarantees, liabilities, representations, undertakings, descriptions and conditions as to fitness, whether implied by statute, common law, or otherwise are expressly excluded.

10.2 The Owner has no liability in any circumstances for consequential damage however arising.

10.3 The Owner is not bound by representations, statements, conditions, agreements or warranties made by the Owners or by its representatives, employees, agents, unless set out in writing, and the Hirer agrees that it has hired the equipment solely in reliance of the Hirers own judgment.

10.4 The exclusions and liabilities in this clause 10 shall extend to the Owner, its agents, employees, directors and any person or entity who is associated with any of them under any of the definitions of 'associated persons' in the Income Tax Act 2007, and their respective successors and personal representatives

10.5 If the Hirer is acquiring the services for the purposes of a business as defined in the Consumer Guarantees Act 1993, the provisions of that Act do not apply. Nothing in this contract takes away any statutory rights of consumers that cannot be taken away by contract.

10.6 Subject to clause 10.5 but despite any other Terms, if the Owner is in breach of these Terms including the above warranty or any other obligation, the Hirer's remedy is confined to monetary damages, and those damages are limited to the amount the Hirer has paid to the Owner for the equipment

10.7 The Hirer agrees that it is using and/or acquiring the equipment or hireage thereof for the purposes of a business and all rights under the Consumer Guarantees Act 1993 are excluded.

11 GENERAL

11.1 Headings are inserted for convenience and shall not affect the construction of this contract. The singular includes the plural and vice versa. Persons include incorporated and unincorporated entities. Words implying one gender include the other. A reference to a clause or sub clause is a reference to a clause or sub clause hereof.

11.2 References to legislation refer to that legislation as amended or substituted.

11 3 The person placing any order for, or taking delivery of any equipment warrants (where he or she is not the Hirer) that he or she is authorized to act on behalf of the Hirer, and agrees he or she is jointly and severally with the Hirer bound by these Terms and liable for the performance of the Hirer's obligations hereunder.

11.4 If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the law of New Zealand, neither the legal validity nor enforceability of the remaining provisions hereof shall in any way be affected or Impaired thereby to the intent that this contract should be construed as if *the* provision or part thereof in question has been deleted.

11.5 Equipment purchased from the Owner remains the property of the Owner until paid in full.

12 PRIVACY ACT 1993

12.1 The Hirer authorizes the Owner to collect, retain, disclose to any person, and otherwise use information about the Hirer for the purpose of providing goods and services, obtaining credit and other references, undertaking credit management, to facilitate promotion and marketing, and to otherwise deal with any business purpose which may (in the opinion of the Owner) to be incidental thereto.

12.2 For all information collected about the Hirer pursuant to clause 12.1 the Hirer (if the Hirer is an individual) may request:

a) A copy of the information held by the Owner about the Hirer, but the Owner may charge the Hirer the cost of collating and copying that information; and

b) That the Owner correct any information the Owner holds about the Hirer.

Company Name.....

NZBN.....

Accounts Email.....

Physical Address.....

Phone – Mobile & Landline.....

Full Name/Position.....

Signature.....

Date.....

Trade References

Trade References (please list 3 references, with contact name, number and email address):

1)_____

Phone:_____ Contact Name: _____

Email address:_____

2)_____

Phone:_____ Contact Name: _____

Email address:_____

3)_____

Phone:_____ Contact Name: _____

Email address:_____

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