



0800 30 30 20

HireKING LTD.  
30 Fitzgerald Avenue  
Central City, Christchurch, 8062  
Email: [hire@hireking.co.nz](mailto:hire@hireking.co.nz)  
Website: [hireking.co.nz](http://hireking.co.nz)

## Credit Account Application

Thank you for applying for a credit account with Hire King, we welcome your business. Please complete and sign the following two pages and email or post to the following:

[accounts@hireking.co.nz](mailto:accounts@hireking.co.nz).

**HireKING**  
P O Box 10-1444  
Phillipstown  
Christchurch 8145

Please allow time for us to check your references. You can make this quicker by ensuring you have given us the correct information. Please include accounts contact phone numbers and emails where possible, for companies listed.

For any **account** queries please email [accounts@hireking.co.nz](mailto:accounts@hireking.co.nz) or call us on 0800 30 30 20.

Born  
right  
here!

**HireKING**  
Locally grown.

Sole Trader     Limited Company     Partnership     Other

Full Trading Name:

Legal Name:

Physical Address:

Postal Address:  Post Code:

Type of Business:

Registration Number:  Incorporation Date:  /  /

Accounts Email:

Business Phone:  Mobile:

### Directors/Partners/Proprietors

1. Full Name:  Mobile:

Home Address:

2. Full Name:  Mobile:

Home Address:

3. Full Name:  Mobile:

Home Address:

### Trade References (Excluding utilities)

Please ensure the references you provide, still offer trade references.

1.  Phone/Email:

2.  Phone/Email:

3.  Phone/Email:

### Terms & Conditions:

I/We confirm that all information is true and correct and that I have the authority to make this application. I/We authorise any company or person to give information in response to credit inquiries in accordance with the Privacy Act (1993). I have read and understand the attached Terms and Conditions and agree to be bound by these conditions. As a Representative/Director/Proprietor of the applicant I agree that I will be liable for any payment forfeited by the applicant and that the amount owing and any other incurred costs will be passed on to me personally and my fellow directors/proprietors or the company.

I/We agree to the terms and conditions as stated in HireKING's contract on every subsequent hire that I/We make and accept our obligations as stated in the contract.

Please sign both pages.

Signature:  Date:  /  /

# Hire King Limited: Hire Contract Terms and Conditions – Please Read

## CONDITIONS

The Conditions of Hire set out below shall apply to all contracts for the hire of goods or equipment between the Owner (Hire King Ltd) and the person hiring, or intending to hire, the equipment (the "Hirer") or their appointed agent. This contract is personal to the Hirer and is not capable of assignment whether in whole or part by the Hirer. The Hirer shall not sublet the equipment to any other person.

## DEPOSIT/PAYMENT

Until credit facilities have been arranged, a non-refundable deposit (typically 20%) must be received at the time of the order. If the Owner does not receive a deposit from the Hirer the Owner shall be entitled to cancel the Hirer's order and re-hire the equipment without notifying the Hirer. If the Hirer cancels a booking on or prior to the date of hireage, no refund will be given unless the equipment is re-hired to another customer. If the Hirer's equipment or service is unable to be re-hired to another customer, then the Hirer is liable for payment in full. The Hirer agrees to notify the Owner in writing of any cancellation or alteration of equipment required and any verbal or telephone communication of an order, cancellation or notification is at Hirer's risk.

Until credit facilities have been arranged, The Hirer is required to pay a bond to the Owner and/or leave his or her credit card details. The bond will be returned in full, less any charges for damaged or soiled equipment. The Hirer will pay to the Owner all costs including any administration costs, debt collection fees, legal fees, and disbursements on a solicitor incurred by the Owner in connection with the exercise or attempted exercise of any of its rights and remedies under this contract, including but not limited to, late payment of accounts. Any debt that is passed onto a debt collection company will incur a minimum \$75+gst administration fee in addition to any debt recover fees applied.

## CHARGES

The hire period begins from the time the equipment is delivered or picked up. The hiring shall terminate at the time stated by the Hirer on the face of this form or earlier if the hire agreement is terminated due to conditions in this agreement. By that time the equipment is to be delivered back into the Owner's store either by the Hirer or following collection by the Owner at the Hirer's request.

All hired goods are to be returned in the same state as they were hired in. The Hirer shall pay for loss and insurance charges (if applicable); delivery/removal costs (if applicable), excess use charges, damage to or loss of the equipment, confiscation charges and other fines, professional cleaning costs (if any), and default interest for late payment. Any late payment of an invoice will incur an interest penalty of 2.0% per month and any discounts applied will be removed. The Hirer shall also pay for any costs and/or loss of earnings incurred by the Owner if the equipment is confiscated, is returned late or in a damaged state such that the equipment is not available or suitable to hire to a future party. Such costs would include sub-hiring and transportation of equipment from third parties and the resulting loss of earnings if the Owner cannot hire the equipment to any future party.

The Hirer is liable for repair or replacement costs of hired equipment if it is damaged, destroyed, or confiscated in any way (which includes but is not limited to: misuse, willful damage, accidental damage, fire, theft, graffiti, storms, strong winds and other 'acts of nature') while in the possession of the Hirer. The Owner must be advised prior to delivery if equipment on a site has potential to be compromised by winds, weather events or malicious damage. The Owner can then supply appropriate items to secure all toilets or equipment in place, additional charges may apply. If a toilet, or toilet-trailer, is tipped over while in possession of the Hirer a minimum sanitisation fee of \$250+gst per toilet will apply, plus any costs to repair or replace damaged equipment.

Such charges will be taken from the bond paid previously to the Hirer, however if the cost of replacement exceeds the bond payment, or if no bond payment is received, the hirer will be liable for the excess above the bond payment. The Hirer expressly gives permission to the Owner to recover any charges or debts owed to the Hirer by debiting the Hirer's credit card. If the Hirer is not an individual, the person who signs this contract on behalf of the Hirer warrants that he or she has authority to bind the Hirer and will, in any event, be personally liable for the performance of the obligations of the Hirer.

## USE OF EQUIPMENT AND BREAKDOWNS

The equipment does not purport to be new stock or equal to new, but when sent out all items are understood to be in good condition and fit for normal use. It is the Hirer's responsibility to satisfy them self that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements. The Hirer warrants that he is competent and qualified to use the equipment in the way it is designed to be. Breakdown resulting from misuse shall not in any circumstances shorten the period of the hire. The Owner is not liable for any loss suffered by the Hirer or liability incurred by the Hirer as a result of the breakdown of the equipment howsoever caused. In the event of a breakdown, damage to, or loss of equipment, the Hirer must immediately notify the Owner by telephone. The Owner makes no warranty or representations as to the state, quality or fitness of the equipment for purpose and no such warranty shall be implied by the description of the equipment on this contract. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

## DELIVERY AND REMOVAL

It is the Hirer's obligation to return equipment back to the Owner at the end of the hire period, unless delivery arrangements have been agreed in writing. The Hirer hereby authorises the Owner to bring the Owner's vehicle onto the place where the equipment is to be used or 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 Owner shall not be responsible to the hirer nor third parties for any damage that may be done to driveways or underground services by any reason of the weight of the vehicle. Delivery and removal of equipment incurs an additional fee, to be paid by the Hirer. Equipment must be packed up, ready for loading, and assistance rendered to the Owner's driver if more than one person is required to load it. Client is still responsible for the equipment until picked up from site by the Owner.

Unless arrangements have been agreed in writing, the hirer must be present at the delivery address to acknowledge receipt of equipment hired. If the customer is not present, the owner has the right to charge the hirer \$50/hr +gst per person while the persons effecting delivery are waiting. The Hirer agrees to maintain the responsibility for the equipment whilst it is awaiting pick-up.

The Hirer agrees to ensure that any site specified on the Hire Agreement, will be clear of all obstructions to allow the Owner to erect, install or place the hire equipment. Any items or objects that are required, or requested by the Hirer, to be moved, are done so without any liability to the Owner. The Owner may seek additional payment for any unreasonable delay incurred by the Owner while waiting for the specified area to be cleared.

If equipment is transported by the Hirer, it is strictly the Hirer's responsibility to ensure loading and securing of all equipment onto their vehicle and/or trailer is safe and legitimate before departing, even if the Owner assists the Hirer with loading and/or securing equipment. If equipment is transported by a third party carrier at the Hirer's request (courier, transport company or other freight carrier) then the Hirer is fully liable for any equipment damaged during transit regardless if the Owner has signed any contract or document acknowledging the equipment was returned in an acceptable condition by the third party carrier. The equipment is usually unloaded from the carrier and then inspected by the Owner at a later time.

## HIRER'S OBLIGATIONS.

The Hirer is responsible for checking the equipment upon pickup or delivery. The Owner cannot accept responsibility for shortages or claims after the customer takes possession. Where the Hirer is not available to check equipment being delivered or collected, the Hirer shall not be entitled to subsequently dispute the amount of, or condition of the equipment recorded in writing by the company at the time of return.

If the Hirer finds that an item of equipment is faulty or is not in working order, the Hirer must notify the Owner immediately. If the Owner is only notified at the completion of the intended hire period then the Owner is not liable for any compensation to the Hirer. If the Hirer requests the Owner to inspect an item of equipment on site and it is found that the equipment contains no fault then the Hirer may be liable for transportation and labour costs, including any after hour call-out fees.

The Hirer shall not attempt to repair or authorise the repair of any equipment without written permission from the Owner or open the protective casing of any equipment whatsoever, and take full responsibility for the maintenance & security of all equipment hired, unless maintenance or security Services have been arranged in writing with the Owner.

## LIMITATION OF LIABILITY

Except where the Owner is in breach of a supplier's guarantee in terms of the Consumer Guarantees Act 1993, the Hirer, in entering into this contract, acknowledges that in all other circumstances whatsoever they shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner against any claim by a third party in respect of any loss, injury or liability arising from this hiring or arising out of the use of the equipment by the Hirer.

## PRIVACY ACT 1993

This contract collects personal information about the Hirer, principally to secure the equipment that you seek. The information is collected and held by the Owner. The Hirer has rights of access to personal information contained in this contract, subject to the provisions of the Privacy Act 1993. The Hirer agrees that its personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer agrees to the Owner releasing to other parties information regarding this hire contract if the Hirer does not comply with its obligations.

## WAIVER (INSURANCE)

HireKING will waive the liability of the Hirer (subject to excess) for loss or damage to the equipment if the Hirer has:

- 1) Been charged waiver (insurance) and;
  - 2) Delivered to HireKING (within 24 hours of the time when the Hirer first becomes aware of the loss of or damage to the equipment) a complete correct written report of the circumstances of such loss or damage to the equipment and;
  - 3) Lodged a written report in respect of any loss of or damage to the equipment with the police and;
  - 4) Rendered such assistance and done such other things as HireKING shall have reasonably required for the purpose of enabling HireKING to recover such loss or damage to the equipment;
  - 5) Where the Hirer does not require the Owner's insurance, written confirmation of insurance covering the equipment is required by the Owner.
- Excess: 50% of the replacement cost up to a maximum of \$1000 per item.
- The waiver (insurance) shall not apply to loss or damage to the equipment in any of the following circumstances:
- a) Theft of plant unless reasonably locked and secured.
  - b) Damage due to misuse, abuse or overloading of the equipment or failure to take reasonable care of it.
  - c) Unjustifiable loss of equipment
  - d) Damage caused to tyres and tubes by blowout, bruises, cuts or other caused arising from the use of the equipment.
  - e) Loss or damage resulting from lack of lubrication or other normal servicing of the equipment.
    - f) Loss or damage of tools, digger buckets, accessories, grease guns, hoses and similar, electrical cords, welding cable, oxy and acetylene bottles, pneumatic tools, steels and other similar accessories.
    - g) Loss or damage to plant where such loss or damage is due to any incident or accident involving water.
    - h) Loss or damage to items on which damage waiver premium is not charged.
    - i) Loss or damage of the equipment arising from a breach by the Hirer of the conditions of the agreement.
      - j) Loss or damage from the use of the equipment in violation of any law, regulation or bylaw.
      - k) Loss or damage to motors or other electrical appliances or devices caused by overloading.

Signature: 

**OFFICE USE ONLY**

Credit Reference for:

[Redacted]

Referee:

[Redacted]

Period:

[Redacted] Spend per month: [Redacted]

Payment Terms :

[Redacted] Payment History: [Redacted]

Comments:

[Redacted]  
[Redacted]

Referee:

[Redacted]

Period:

[Redacted] Spend per month: [Redacted]

Payment Terms :

[Redacted] Payment History: [Redacted]

Comments:

[Redacted]  
[Redacted]

Referee:

[Redacted]

Period:

[Redacted] Spend per month: [Redacted]

Payment Terms :

[Redacted] Payment History: [Redacted]

Comments:

[Redacted]  
[Redacted]

**Checklist:**

<input type="checkbox"/>	References Checked	Signature: [Redacted]	Date: [Redacted] / [Redacted] / [Redacted]
<input type="checkbox"/>	Approved by GM	Signature: [Redacted]	Date: [Redacted] / [Redacted] / [Redacted]
<input type="checkbox"/>	Account Entered in System	Signature: [Redacted]	Date: [Redacted] / [Redacted] / [Redacted]
<input type="checkbox"/>	Customer Advised	Signature: [Redacted]	Date: [Redacted] / [Redacted] / [Redacted]
<input type="checkbox"/>	Customer Account Number:	[Redacted]	