

CREDIT ACCOUNT

# Ph: 0800 77 66 86 | Fax: 09 426 8132 | accounts@prontohire.co.nz

# APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Hire overleaf or attached. This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 26 on the reverse.

Customer's Details:	rader 🛛 Trust 🗆	l Partnership 🛛 Co	mpany D Other:			
Full or Legal Name:						
Trading Name: (If different from above)						
Physical Address:				Postcode:		
Billing Address:				Postcode:		
Email Address:						
Phone No:	Mobile No:					
Personal Details: (please complete if you are an Individual)						
D.O.B.	Driver's Licence No:					
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)						
Company Number:	Date Incorp. (current owners):					
Nature of Business:		·	GST No: (if applicable)			
Paid Up Capital: \$	aid Up Capital: \$ Estimated Monthly Pure		Credit Limit Required: \$			
Principal Place of Business is:  Rented  Owned  Mortgaged (to whom):						
Directors / Owners / Trustee (if more than two, please attach a separate sheet)						
(1) Full Name:		D.O.B.				
Private Address:			Postcode:			
Driver's Licence No: Phone No:			Mobile No:			
(2) Full Name:		D.O.B.				
Private Address: Postcode:						
Driver's Licence No:	p: Phone No:		Mobile No:			
Account Terms:  20 Days  COD  Other:						
Purchase Order Required?		Accounts to be emailed?   YES  NO				
Accounts Email Address:						
Accounts Contact:		Phone No:				
Bank and Branch:		Account No:				
Trade References: (please provide companies that are willing to do trade references)						
Company Name:		Phone N	0			
1.						
2.						
3.						

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF HIRE (overleaf or attached) of Amax Limited T/A Pronto Hire which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that I shall be personally liable for the performance of the Customer's obligations under this contract.* 

SIGNED (CUS	ГОМЕR):		SIGNED	(PRONTO HIRE):		
Name:		Name:	Name:			
Position:		Position:	Position:			
				Date:		
WITNESS TO	CUSTOMER'S SIGNAT	URE:				
Signed:			Name:		Date:	
PRONTO HIRE	- OFFICE USE ONLY				GST No. 096-375-310	
	TRADE REFERENCE	S	DATE ENTERED	DATE ACCOUNT OPEN	COMPLETE (SIGNED)	
			/ /	/ /		



Amax Limited T/A Pronto Hire 86 Forge Road, Silverdale, AUCKLAND 0932 Phone: 0800 77 66 86 • Fax: (09) 426 8132 Email: accounts@amax.co.nz GST No. 096-375-310

# Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Amax Limited T/A Pronto Hire and its successors and assigns ("Pronto Hire") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply equipment and/or services to

# ("the Customer") [Insert Company Name In Box Provided]

# I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

GUARANTEE the due and punctual payment to Pronto Hire of all monies which are now owing to Pronto Hire by the Customer and all further sums of money from time to time owing to Pronto Hire by the Customer in respect of equipment and services supplied or to be supplied by Pronto Hire to the Customer or any other liability of the Customer to Pronto Hire, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Pronto Hire, including but not limited to the Terms & Conditions of Hire signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Pronto Hire the Guarantor will immediately on demand pay the relevant amount to Pronto Hire. In consideration of Pronto Hire agreeing to supply the Equipment to the Customer and as security for the personal obligations of the Guarantor, the Guarantor charges as a general security and agrees to mortgage in favour of Pronto Hire all of its right, title and interest (joint or several) in any present or after acquired land, reality or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the reture, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to Pronto Hire registering any interest so charged including a caveat over any land. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated where the subject is the PPSA Registration as stated where the subject is a trust and lawful during the prove the provide the true and lawful during the provide the true and lawful during the provide the pro above. The Guarantor irrevocably appoints Pronto Hire and each director of Pronto Hire as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Pronto Hire may reasonably require to:

- register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities (a) Register;
- (b) register any other document required to be registered by the PPSA or any other law; or
- (c) correct a defect in a statement referred to in clause 1(a) or 1(b). HOLD HARMLESS AND INDEMNIFY Pronto Hire on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Pronto Hire in connection with:
  - the supply of equipment and/or services to the Customer; or (a)
  - (b) the recovery of monies owing to Pronto Hire by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Pronto Hire's nominees' costs of collection and legal costs; or
  - monies paid by Pronto Hire with the Customer's consent in settlement of a dispute that arises or results from a dispute between, (c) Pronto Hire, the Customer, and a third party or any combination thereof, over the supply of equipment and/or services by Pronto Hire to the Customer.

# I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

2.

- I/We have received, read and understood Pronto Hire's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to Pronto Hire by the Customer and all obligations herein 4. have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Pronto Hire's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor 5. to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Pronto Hire, each Guarantor shall be a principal debtor and liable to Pronto Hire accordingly.
- If any payment received or recovered by Pronto Hire is avoided by law such payment shall be deemed not to have discharged the 6. liability of the Guarantor, and the Guarantor and Pronto Hire shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, 7. mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable)) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand 8. that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Pronto Hire.
- I/we irrevocably authorise Pronto Hire to obtain from any person or company any information which Pronto Hire may require for credit reference purposes. I/We further irrevocably authorise Pronto Hire to provide to any third party, in response to credit references and 9. enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Pronto Hire as a result of this Guarantee and Indemnity being actioned by Pronto Hire.
- 10. The above information is to be used by Pronto Hire for all purposes in connection with Pronto Hire considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
OCCUPATION:	
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s). 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT 31609©Copyright - EC Credit Control 1999 - 2024 Page 2 of 4

# Pronto Hire – Terms & Conditions of Hire

- 'Contract" means the terms and conditions contained herein, together with any Quotation lire form, invoice or other document or amendments expressed to be supplemental to this 1.2
- "Pronto Hire" shall mean Amax Limited T/A Pronto Hire, its successors and assigns or any son acting on behalf of and with the authority of Amax Limited T/A Pronto Hire 1.3 authority of the Customer requesting Pronto Hire to provide the services as specified in any
  - proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
- (a) In other is more used to be considered to be an expenditude of the constant of the cons 1.4
- 1.5
- 1.8 Contract Term" shall mean the agreed time period of the Contract from the date of commencement as described on any Credit Application, quotation, work authorisation or
- "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, 1.9 property operation minimum, non-nucleo and the property operation of the property operation operat contract
- details. "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website. "Charges" shall mean the cost of the hire (including any Goods and Services Tax (GST) where applicable) of the Equipment as agreed between Pronto Hire and the Customer subject to dause 6 of this contract. "LTD" shall mean Loss, Theft and Damage waiver charge, as explained in clause 17.3. 1.10
- 1.12
- 2.1 prance Customer is taken to have exclusively accepted and is immediately bound, jointly and rally, by these terms and conditions if the Customer places an order for or accepts ery of any Equipment.
- the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this 7.3 2.2 Contract shall prevail
- Any amendment to the terms and conditions contained in this Contract may only be 2.3 amended in writing by the consent of both parties. The Customer acknowledges that the supply of Equipment on credit shall not take effect 2.4
- until the Customer has completed a credit application with Pronto Hire and it has been approved with a credit limit established for the account. In the event that the supply of Equipment request exceeds the Customers credit limit and/or 7.4 2.5
- the account exceeds the payment terms, Pronto Hire reserves the right to refuse Delivery. This Contract constitutes the entire Contract between the parties and contains all the 26
- epresentations, warranties, covenants and agreements of the parties in relation to the subject matter of this Contract 27
- subject matter of this Contract. None of the Equipment shall be sublet or cross-hired by the Customer. The Customer shall not assign or transfer their interest in this Contract or part with possession of all or any portion of the Equipment without the prior written consent of Pronto Hire, which consent may be arbitrarily withheld. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complex with Section 226 of the Contract and Commercial Law At 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act. None of Pronto Hire's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Pronto Hire in writing nor is Pronto Hire bound by any such unauthorised statements. 2.8
- 2.9

### Contract Term

- 3. 3.1 ntract tem ess otherwise agreed in writing, the Customer acknowledges and agrees that: these Terms and Conditions of Hire shall be valid for a Contract Term of up to ten (10) months from the date of commencement or the period as outlined in the Hire Contract or other such agreement; and there is no right of renewal of this Contract.
  - (b)
- Errors and Omissions
- 4 1
- Errors and Omissions
   The Custome acknowledges and accepts that Pronto Hire shall, without prejudice, accept no liability in respect of any alleged or acluul error(s) and/or omission(s):
   7.8

   (a) resulting from an inadvertent mistake made by Pronto Hire in the formation and/or administration of this Contract, and/or protained in/omitted from any literature (hard copy and/or electronic) supplied by Pronto Hire in respect of the Equipment hire and/or Services.
   8.8.1

   In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the nedjigence and/or with/unisconduct of Pronto Hire; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
   42

 
 Change in Control
 8.2

 The Customer shall give Pronto Hire 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 numbers), change of muscless, or business practice). The Customer shall be liable for any loss incurred by Pronto Hire as a result of the Customer's failure to any compared the induces.
 8.3
 э. 5.1 comply with this clause

### Charges and Payment

- 6.1
- Charges and Payment At Pronto Hire's sole discretion the Charges shall be Pronto Hire's quoted price (subject to clause 6.2) which shall be binding upon Pronto Hire provided that the Customer shall accept Pronto Hire's quotation in writing within thirty (30) days. Consumables items including but not limited to, hue, blade were (moleplough, aerator) knife wear (chippers, augers, mulchers) chisel wear (treakers, etc.) fitywear (rippers, cultivators, etc.) street sweeper parts and brushers used in accordance with the Equipment thire are not included in Pronto Hire quoted Price. Pronto Hire shall measure usage, and may at any time remeasure or re-value or require the consumables to be re-measured or re-valued and charge proportional additional Charges in accordance with clause 6.3. Pronto Hire current pricelist rates are on display at Pronto Hire's premises or are available on request (such rates are subject to change without notice). Pronto Hire reserves the right to change the Charges: (a) if a variation to the Equipment which are to be supplied is requested; or 6.2
- 6.3
- (a) if a variation to the Equipment which are to be supplied is requested; or
   (b) if a variation to the Services originally scheduled (including any applicable plans or
- specifications) is requested: or specifications) is requested; or where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the Site, safety considerations, prerequisite work by a third party not being completed, hard rock or other barriers below the surface or iron reinforcing rods in concrete, latent soil conditions, or hidden underground pipes and wiring, etc.) which are only discovered on commencement of the Services; or (c)
- only discovered on commencement of the Services; or (c) for any cosmable items used in accordance with the Equipment hire; or (e) in the event of increases to Pronto Hire in the cost of labour, fuels, materials or consumable items which are beyond Pronto Hire's control. Variations will be charged for on the basis of Pronto Hire's quadation, and will be detailed in writing, and shown as variations on Pronto Hire's invoice. The Customer shall be required to respond to any variation submitted by Pronto Hire writin ten (10) working days. Failure to do so will entitle Pronto Hire to add the cost of the variation to the Charges. 6.4 9.4

- Pronto Hire's sole discretion, a deposit (in the form of a bond) shall be required at the nmencement of this Contract, which shall be refunded to the Customer by within thirty (30) days of the return of the Equipment, provided that the Customer has complied with their obligations hereunder. The deposit may be used to offset any applicable charges payable by the Customer under clause 16.2, and any outstanding balance thereof shall be due as clause 6.6
- per clause 6.6. Time for payment for the Equipment being of the essence, the Charges will be payable by the Customer on the date/s determined by Pronto Hire, which may be (a) payment for approved Customers shall be due twenty (20) days following the end of the
- month in which a delivered is posted to the Customer's address or address for notices: the date specified on any invoice or other form as being the date for payment; o
- 6.7
- (b) the date specified on any invoice or other form as being the date for payment of (c) the date specified on any invoice or other form as being the date for payment or (c) tailing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Pronto Hire. At the agreement of both parties, payment of the Price may be subject to retention by the Customer of an amount (hereather called the "Retention Money Aprices"), being a set amount or equal to a percentage of the Price. The Customer shall hold the Retention Money applicable to this Completed and/or all defects are to be remedied. Any Retention Money applicable to this Construction Contracts Amendment At 2015. Pronto Hire may in its discretion allocate any payment received from the Customer towards any invoice that Pronto Hire determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Pronto Hire may re-allocate any payments previously received and allocated in such manner as preserves the maximum value of Pronto Hire's Purchase Money Security Interest (as defined in the PPSA) in the Equipment. Payment will be demed to be allocated in such manner as preserves the maximum value of Pronto Hire's Purchase Money Security Interest (as defined in the PPSA) in the Equipment. 6.9
- per transaction), or by any other method as agreed to between the Customer and Pronto The Customer shall not be entitled to set off against, or deduct from the Charges, any sums 6.10
- word or claimed to be owed to the Customer by Pronto Hire nor to withhold payment of any invoice because part of that invoice is in dispute, unless the request for payment by Pronto Hire is a daim made under the Construction Contracts Act 2002. 6.11
- Should the Customer wish to query or dispute any of the content of an invoice submitted by Pronto Hire, then this dispute must be provided to Pronto Hire within five (5) days from receipt of the invoice so the issue can be resolved in timely manner. 6.12
- receipt of the invoice so the issue can be resolved in timely manner. Unless otherwise stated the Charges does not include GST. In addition to the Charges, the Customer must pay to Pronto Hire an anount equal to any GST. Pronto Hire must pay for any supply by Pronto Hire under this or any other agreement for the hire of the Equipment. 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 GST, taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges. Receipt by Pronto Hire of any form of payment other than cash shall not be deemed to be payment until fart form of payment has been honoured, cleared or recognised. Pronto Hire reserves the right to charge for repairs prior to their execution.
- 6.13 6.14
- Hire Perior
  - Hire Period Where the Equipment does not have a timing device installed hire Charges shall be: (a) the twenty-four (24) hour daily rate for each twenty-four (24) hour period of hire; or (b) the weekly rate for hire with a duration of seven (7) days or seven (7) consecutive twenty-four (24) hour periods; or (c) the monthly rate for hire with a minimum of twenty-hine (29) days; and (d) extra hours and/or days of thire will be charged additional; prorata at the agreed rate. If the Equipment is not returned to Pronto Hire's premises within the Hire Period, then additional hiring Charges shall be payable. For Equipment in which a timing device is installed the Hire Period shall be the number of hours or, part thereof, renorded on the timing device which the Enuments is in the

- The Equipment In which a while bench is instanced with the Fedule and the use infinities hours or part thereof recorded on the timing device while the Equipment is in the Customer's possession. This record of use shall be in addition to the terms determined in dauses 7.1. Hour charges shall be calculated to the nearest that flour above the visual reading on the meters. Where the recording device is found not to be working either during or at the completion of the Hire Period then Pronto Hire will estimate the hours used and the onus is on the Customer to prove dherwise.
- The Customer acknowledges that (unless advised otherwise by Pronto Hire) usage limited to: daily rate / 8 hours:
  - (h)

  - Weekly rate / 20 hours; monthly rate / 120 hours; ra hours used above the allowed engine hour usage will be charged out at a pro-rata
- (c) Infolution are provided and an end of the contrast of the event of the contrast of the 7.5

  - any reason, unless Pronto Hire confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Customer notifies Pronto Hire immediately, hiring or Experiment between provide with Costanter houses from 0 mini-balancy, mining charges will not be payable during the time the Equipment is being repared, unless the condition is due to negligence or misuse on the part of or attributable to the Customer. Equipment may be equipped with a Global Positioning System ("GPS") device, such reports derived from the GPS may be used without prejudice as prima facie evidence in the event of
  - any dispute, subject to clause 24. GPS reports and data are for the use of Pronto Hire only Delivery

PLEASE NOTE: a larger print version of the Terms and conditions is available from Pronto Hire upon requ

- Delivery ("Delivery") of the Equipment is taken to occur at the time that: Delivery' ('Delivery') of the Equipment is taken to occur at the universities.
  (a) the Customer or the Customer's nominated carrier takes possession of the Equipment
  16.
  16.1
- (b) Pronto Hire (or Pronto Hire's nominated carrier) delivers the Equipment to the (b) Pronto Hire (or Pronto Hire's nominated carrier) delivers the Equipment to the Customer's nominated address even if the Customer is not present at the address. The Customer accepts full responsibility for the loading and unloading of Equipment at the Site. If the Customer has instructed a third party to conduct this on behalf of the Customer. Further to the above clause 8.2, the Customer shall remain with the Customer. Further to the above clause 8.2, the Customer shall indemnify Pronto Hire against any damage to properly (including but not limited to driveways, footpaths, walls, paved areas, lawns and buildings) whilst loading or unloading the Equipment. At Pronto Hire may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.

- conditions. Any time specified by Pronto Hire for delivery of the Equipment is an estimate only and Pronto Hire will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Equipment to be supplied at the time and place as was arranged between both parties. In the event that Pronto Hire is unable to supply the Equipment as agreed solely due to any action or inaction of the Customer, then Pronto Hire shall be entitled to charge a reasonable fee for escurption the Equipment at later time and date and/or for storage of sonable fee for re-supplying the Equipment at a later time and date, and/or for storage of reasonable fee the Equipment
- 9.1
- Risk Pronto Hire retains property in the Equipment nonetheless; all risk for the Equipment passes to the Customer on delivery. The Customer accepts full responsibility for the safekeeping of the Equipment and indemnifies Pronto Hire for all loss theft or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or the such that the the safekeeping of the Customer.
- damage is attributable to any negligence, failure, or omission of the Customer. The Customer will insure Pronto Hire's interest in the Equipment against physical loss or damage for the duration of the term of hire including, but not limited to, the perils of 9.3 accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
  - a manine as would perint an insule to occure any cann. The Customer accepts full responsibility for and shall keep Pronto Hire indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of

the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Customer or any other persons. Pronto Hire will not be responsible for any delay, accident, or damage of any kind, direct or indirect which may arise through defects or breakdowns of equipment hired. The customer

indemnifies Pronto Hire for any consequential costs, claims, expenses, or liabilities suffered or incurred by the customer arising directly or indirectly by breakdowns, delivery, non-delivery, or defects of equipment hired or supplied by Pronto Hire owns, delays, late

9.5

- Access The Customer shall ensure that Pronto Hire has clear and free access to the Site at all times to enable them to undertake the Services. Pronto Hire shall not be liable for any loss or damage to the Site (including, without limitation, damage to pathways, driveways and executed are small or encoded execution. concreted or paved or grassed areas). It is the responsibility of the Customer to ensure that access is suitable to accept the weight
- 10.2 of laden trucks, front end loaders or other earth moving equipment as may be deemed necessary by Pronto Hire.

- Compliance with Laws The Customer and Pronto Hire shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services including any WorkSafe health and safety laws relating or any other relevant safety standards or legis on pertaining to the Services The Customer shall obtain (at the expense of the Customer) all licenses and approvals that
- 11.2 may be required for the Services. Notwithstanding clause 11.1 and pursuant to the Health & Safety at Work Act 2015 (the 11.3
- "HSW Act") the Customer agrees at all times to comply with sections 28 and 34 of the "HSW Act" with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the Site or where they may be acting as a subcontractor for the Customer who has engaged a thirty party head contractor

Pronto Hire shall have public liability insurance of at least ten million dollars (\$10m). It is the Customer's responsibility to ensure that they are similarly insured. 12.1

## Title

14.2

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14.6

14.7

**15.** 15.1

15.2

15.3

ter these rights

Customer's behalf

The Customer shall

its purposes;

and oil levels at full mark;

and warrant of fitness):

Customer Initial

(a)

(e)

(f)

(g)

(i)

**Customer's Responsibilities** 

- The Equipment is and will at all time remain the absolute property of Pronto Hire. If the Customer fails to return the Equipment to Pronto Hire then Pronto Hire or Pronto Hire's agent may (as the invite of the Customer) enter upon and into 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 13.1 13.2 thereby caused.
- The Customer is not authorised to pledge Pronto Hire's credit for repairs to the Equipment 13.3 or to create a lien over the Equipment in respect of any repairs

- Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the
- PPSA; and
- (b) a security interest is taken in all Equipment and/or collateral (account) being a monetary obligation of the Customer to Pronto Hire for Services that have previously been supplied and that will be supplied in the future by Pronto Hire to the Customer;
- (c) a general security interest is taken in all present and after acquired personal property and this general security interest will be registered on the PPSR. The Customer undertakes to
- wey, surj unimer uccuments and/or provide any further information (such information to be complete, accurate and up-to-tate in all respects) which Pronto Hire may reasonably require to register a financing statement of maning change statement on the Personal Property Securities Register;
   (b) indemmity, and upon demand reimburse, Pronto Hire for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register;
   (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment and/or collateral (account) in favour of a third party without the prior written consent of Pronto Hire.
   Proto Hire and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
   The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
   Unless otherwise agreed to in writing by Pronto Hire, the Customer waives its right to receive a verification statement in accordance with section 144 of the PPSA.
   The Customer shall unconditionally ratify any actions taken by Pronto Hire under clauses 14,1 to 14.5. sign any further documents and/or provide any further information (such information to (a)

Subject to any express provisions to the contrary (including those contained in this clause

14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

Security and Charge In consideration of Pronto Hire agreeing to supply the Equipment, the Customer charges as a general security all of its rights, title and interest (whether joint or several) in any present or after acquired land, really 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 money) and acknowledges that Pronto Hire retains full ownership of all Equipment and

may register a security interest (including a purchase money security interest (PMSI)) to

The Customer indemnifies Pronto Hire from and against all Pronto Hire's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Pronto Hire's rights under this clause.

Fronto mile's rights under mis cause. The Customer intervocably appoints Pronto Hire and each director of Pronto Hire as the Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the

Customer shall: maintain the Equipment as is required by Pronto Hire and as specified in the Equipment's operators manual (including, but not limited to, maintaining water, oil, grease and fluid levels, tyre pressures and perform a pre-inspection check at the commencement of every working day or shift, whichever the shorter time period); immediately cease operation of the Equipment and notify Pronto Hire by telephone should any warning light display or any gauges such as the Equipment's temperature gauge indicate overheating or other potential mechanical faults. Should the Customer fail to observe such indications, they agree to indemnify Pronto Hire from any damage thus caused.

runs causeo, notify Porioto Hire immediately by telephone of the full circumstances of any mechanical breakdown or accident in connection with the Equipment. The Customer is and absolved from the requirements to safeguard the Equipment by giving such notification; satisfy itself prior to taking delivery of the Equipment that the Equipment is suitable for

its purposes; only use the appropriate fuel/oil as determined by Pronto Hire and as specified in the Equipment's operators manual, and maintain at the appropriate levels at all times. Upon completion of the Hire Period, the Equipment must be return with fuel tanks full

be responsible for checking and ensuring that the tow Equipment meets the legal towing requirements of the Equipment (including, but not limited to, current registration

are suitably instructed in the Equipment's safe and proper use are competent and qualified drivers, and where necessary are fully licensed to drive with the appropriate class and/or operate the Equipment (and shall provide evidence of the same to Pronto Hire upon request);

(ii) are not under the influence of alcohol or any drug that may impair their ability to operate the Equipment; (iii) do so safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Pronto Hire or posted on the Equipment; 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 Pronto Hire or posted on the Equipment; ensure that all reasonable care is taken in handling and/or parking the Equipment and that it is left securely locked when not in use and when parking wheeled Equipment and in incline, that the park trake is securely applied and that 2 wheel chocks be put directly behind the lower side of a wheel on each side of the Equipment;

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(ii) are not under the influence of alcohol or any drug that may impair their ability to

ensure that all persons driving and/or operating the Equipment

14.3

- Pronto Hire Terms & Conditions of Hire
- comply with all occupational health and safety laws relating to the Equipment and its opera
- keep the Equipment in their own possession and control; employ the Equipment solely in its own work and not permit the Equipment of any part (k) (l) 19 thereof to be used by any other party for any other work;
- (m) not: alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the (i)
  - Equipment: exceed the recommended or legal load and capacity limits of the Equipment;
  - use or carry any illegal, prohibited or dangerous substance in or on the Equipment; fix any of the Equipment in such a manner as to make it legally a fixture forming
  - (iv) fix an part of any freehold;
  - (v)
  - (vi)
  - (vii) pe (viii) ca
  - (ix) al

  - Initial of the Equipment in source in limited as to limited regard any freehold;

     arrange or undertake any repairs, service or salvage without the authorisation of Pronto Hire to do so;

     operate the Equipment in any race, speed test, raily, performance or contest, or any closed coad or non-public roadway;

     permit the Equipment to be operated without their authority and then only by an authorised driver named on first page of this Contract;

     carry any animats in any vehicle without their authority and then only by an authorised driver named on first page of this Contract;

     (A) be operated by any person under the influence of alcohol or any drug or intoxicating substance that affects their ability to operate the Equipment;

     (B) convey, propel or tow any other Equipment or object other than those supplied by Pronto Hire; or a greater load (weight) than the legal capacity of the Equipment;

     (C) carry more passengers or thre or reward of any kind;

  - (D) carry passengers for hire or reward of any kind;
     (E) be used when it is damaged or unsafe;

  - (c) uc used when it is damaged or unsate;

     (F) be used in such a manner as would permit an insurer to decline any claim;

     (G) towed on a road which is not properly formed and constructed as a sealed

     22.1

     road.
- (n) be liable for
- De liable tor: (i) parking or traffic infringement and will supply relevant details as required by the Police and/or Prontb Hire relating to any such parking or traffic infringement and conferces; mpoundment, twoage and storage; and (ii) unauthorised repairs to the Equipment. on termination of the hire, deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to 22.3 Pronto Hire (o) Pronto Hire
- (p)
- 16.2 (a)
- Pronto Hire. If the Customer is hining a truck of size class 2 and larger they will provide and display their own TSL (Transport Service Licence) number on the windscreen. mediately on request by Pronto Hire the Customer will pay: the new list price of any Equipment, accessories or consumables that are for whatever reason destroyed, written off, or not returned to Pronto Hire; a cleaning fee as determined by Pronto Hire to clean the Equipment and to discharge any soil or waste products; the cast of fuels and consumables provided by Pronto Hire and used by the Customer
  - the cost of fuels and consumables provided by Pronto Hire and used by the Customer or those needed to top up the fuel or oils to full when returned; (c)
  - any costs incurred by Proto Hire in picking up and returning the Equipment to the Owner's premises if the Customer does not return the Equipment to the Owner's premises or any pre-agreed pickup location when it was originally agreed that the (d) 22.5
  - Customer would do so: (e) any lost hire fees Pronto Hire would have otherwise been entitled to for the Equipment, under this, or any other hire Contract:
  - under mis, or any other mile Contract, any insurance excess payable in relation to a daim made by either the Customer or Pronto Hire in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Customer and irrespective of whether charged by the Customer's (f) nsurers or Pronto Hire's.
  - (q) An environmental levy fee as nominated by Pronto Hire.

### 17. 17.1 Damage Waiver/Insurance

- Subject to clause 17.2 a Loss, Theft, and Damage Waiver (LTD Waiver) charge (being an additional ten percent (10%) of Pronto Hire's Dry Hire rates) will be applied to all Dry Hire. 17 2
- aduitionate the percent (10%) of Frontio meres bury mere tates) win be applied to an bury mile. The Customer shall not be required to pay the LTD Waiver feel the Customer produces a Certificate of Currency (COC) for an appropriate policy of insurance that covers loss, thet for damage to the Equipment during the hire period for an amount not less than the full new replacement value of the Equipment. The COC must also state that there is a policy for consequential loss. The COC must be provided to Pronto Hire prior to the supply of Equipment by Pronto Hire and Pronto Hire must be named as the interested party and that Equipment by Pronto Hire and Pronto Hire must be named as the interested party and that the insurance covers the cost of the Equipment hire whils being repaired. Pronto Hire will provide the value of which the Equipment is to be insured to the Customer. When the Customer is not required to pay the LTD Waiver Excess and provides a COC, the Customer will be liable for the hire charge while the equipment is unable to be used as a result of the loss, thefl or damage, until repaired, replaced or rectified to the satisfaction of Pronto Hire s The LTD Waiver is **NOT insurance**, but is an agreement by Pronto Hire to limit the Customer's liability in certain circumstance only for loss, thefl, or damage, to Pronto Hire's Equipment for an amount called the LTD Waiver Excess. The **Customer** is not entering into a contract of insurance with **Pronto Hire by paying for the LTD Waiver Excess**. The LTD Waiver Excess is explained below. The LTD Waiver Excess per claim for each item of Equipment is the amount equal to the amount needed to cover the recovery and repair costs of the Equipment or five thousand dollars (\$5.000) plus GST for any one item as scheduled in the hire Contract (including but to limited to, all transport and their costs of subsequent Equipment to and from a site, used

17.3

- dollars (\$5,000) plus GST for any one item as scheduled in the hire Contract (including) but not limited to, all transport and hire costs of subsequent Equipment) whichever is the lesser amount, or as otherwise agreed between both parties.
  Even if the Customer has paid the LTD Waiver fee, Pronto Hire shall not waive Pronto Hire's hights to claim against the Customer for loss, theff or damage:
  (a) has arisen as a result of the Customer for loss, theff or damage to the Equipment, the base agreed between both parties.
  (b) has been caused by a negligent at or omission by the Customer or the machine has been bogged, or stuck in mud, ponds, wellands, lakes, rivers, sea or waterways;
  (c) has arisen as a result of the Customer's failure to use the Equipment for its intended purpose or in accordance with Pronto Hire's instructions;
- 17 5

  - instructions, occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges, or vessels of any kind; has been caused by a lack of lubrication or a failure to service or properly maintain the (f)
  - Equipme
  - (q)

  - Equipment has been caused by a collision with a bridge, carpark, awning, gutter, tree, or any other overhead structure or object due to insufficient clearance; has been caused by the overloading of the Equipment or any components thereof, is to motors, or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in current or the use of under rated or excessive lengths or extension leads with the electrical Equipment; (i)
  - (i) is caused by exposure to any caustic or corrosive substance, such as cyanide, salt water, acid etc
  - (k) is caused by vandalism;
  - is to tyres or tubes;
  - is to glass
- (n) is caused by the wilful actions of the Customer, their employees, sub-contractors or 17.6
- (n) is caused by the winth advance or the determinant of the determ
- Customer or any other persons, particularly in the event what outpoor in the intervention of the provided by for any reason. Further special conditions or exclusions may also apply, details of which will be provided by Pronto Hire prior to the commencement of the hire. A breach of these special conditions will be considered a breach of the Contract. Pronto Hire and Customer agree and acknowledge that Section 11 of the Insurance Law Reform Act 1977 will apply with respect to the exclusions in clauses 17.5 17.7 inclusive as at dance 17 is northard an contract of insurance Individualing that clause 17 is NOT a 17.7
- 17.8 if clause 17 constituted a contract of insurance (not withstanding that clause 17 is NOT a contract of insurance)
- Wet Hire "Wet Hire" shall mean that the Equipment is hired with an operator who shall at all times remain an employee of Pronto Hire.

In the event of Wet Hire, the operator of the Equipment remains an employee of Pronto Hire and operates the equipment in accordance with the Customer's instructions. Pronto Hire shall not be liable for any actions of the operator in following the Customer's instructions.

- Underground Locations Prior to Pronto Hire commencing any work the Customer must advise Pronto Hire of the precise location of all underground services on the Site and clearly mark the same. The underground mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sever services, pumping services, sever connections, sever sludge mains, water mains, imagiton pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on Site. Whist Pronto Hire will take all care to avoid damage to any underground services the
- Whilst Pronto Hire will take all care to avoid damage to any underground services the Customer agrees to indemnify Pronto Hire in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified 19.2 as per clause 19.1

Defects The Customer shall inspect the Equipment on delivery and shall within forty eight (48) hours notify Pronto Hire of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Pronto Hire an opportunity to inspect the Equipment within a reasonable time following delivery 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 Pronto Hire has agreed in writing that the Customer is entitled to react. Pronto Hire's liability is limited to prelation the Enuiment. to reject, Pronto Hire's liability is limited to replacing the Equipment.

Consumer Guarantees Act 1993 This Contract 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).

- Default and Consequences of Default 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 a half percent (2.5%) per calendar month (and at Pronto Hire's sole discretion such interest shall compound monthly at such a rate)
- (and at Pronto Hire's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes Pronto Hire any money the Customer shall indemnify Pronto Hire form and against all costs and disbursements incurred by Pronto Hire in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Pronto Hire's collection agency costs, and bank dishonour fees). Further to any other rights or remedies Pronto Hire may have under this contract, if the Customer has made payment to Pronto Hire, and the transaction is subsequently reversed. In costs incurred by Pronto Hire transluted to the reversed transaction, in addition to any further costs incurred by Pronto Hire transluted to incortaventing to the Customer's oblications. reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- Without prejudice to any other remedies Pronto Hire may have, if at any time the Customer 224 is in breach of any obligation (including those relating to payment) under these terms and conditions Pronto Hire may suspend or terminate the supply of Equipment to the Customer. Pronto Hire will not be liable to the Customer for any loss or damage the Customer suffers
  - Pronto Hire will not be liable to the Customer for any loss or damage the Customer suffers because Pronto Hire has exercised its rights under this datase. Without prejudice to Pronto Hire's other remedies at law Pronto Hire shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Pronto Hire's shall, whether or not due for payment, become immediately payable if. (a) any money payable to Pronto Hire becomes overdue, or in Pronto Hire's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer has exceeded any applicable credit limit allowed by Pronto Hire; (c) the Customer becomes insolvend to bankrupt, 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 (d) a receiver, manager, fluidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

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- Cancellation Without prejudice to any other rights or remedies Pronto Hire may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of such notice/s) them Pronto Hire may suspend the Services immediately. Pronto Hire will not be liable to the Customer for any loss or damage the Customer suffers because Pronto Hire has evercised its rights under this clause. Pronto Hire reserves the absolute right to: (a) cancel, terminate, or determine this Contract; (b) immediately reposess the Equipment; at any time before or during the hire period, without reason, without prior notice, without payment of compensation and without prejudice to any other rights which Pronto Hire may 23.2

  - payment of compensation and without prejudice to any other rights which Pronto Hire may have against the Customer. Pronto Hire or its agents may enter any property or premises as per clause 23.1 where the Equipment may be kept, for this purpose. In addition to clause 23.2 in these terms and conditions, Pronto Hire shall be entitled to
  - cancel the Contract if: (a) Pronto Hire reasonably believes that a third party may attempt to take possession of
  - the Equipment: or
  - (b) the Equipment is at risk.
     In the event that the Customer cancels this Contract the Customer shall be liable for any In the event that the Customer calculate this Contract the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Pronto Hire (including, but not limited to, any loss of profits) up to the time of, or as a direct result of the cancellation, notwithstanding that at Pronto Hire's sole discretion where appropriate notice is not received the Customer exclu-
  - (a) forfeit any bond paid; and
     (b) be liable for all monies due and payable up to the date of cancellation.

# Dispute

Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with section 26 the Construction Contracts. Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s). 24.1

### Privacy Policy 25. 25.1

- All emails, documents, images or other recorded information held or used by Pronto Hire is Personal Information as defined and referred to in clause 25.3 and therefore considered confidential. Pronto Hire acknowledges its obligation in reliation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 (the Act) including Part II of the OECD Guidelines and as set out in Schedule SA of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws). Proto Hire acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Pronto Hirr that may result in serious harm to the Customer. Pronto Hire will notify the Lostomer in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law. Notwithstanding dause 25.1, privacy limitations will extend to Pronto Hire in respect of Cookies where transactions for purchases/orders transpire directly from Pronto Hire's website. Pronto Hire agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's . All emails, documents, images or other recorded information held or used by Pronto Hire is 29.2 29.3 29.4
- 25.2 collection of Personal Information such as the Customer's: 29.7
  - IP address, browser, email client type and other similar details tracking website usage and traffic; and
  - reports are available to Pronto Hire when Pronto Hire sends an email to the Customer (c)
  - Pronto Hire may collect and review that information ("collectively Personal Information")

In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Pronto Hire's website The Customer authorises Pronto Hire or Pronto Hire's agent to

- 25.3
  - Customer authorises Pronto Hire or Pronto Hire's agent to: access, collect, retain and use any information about the Customer;
     (including, name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditvorthines; or
     (in) for the purpose of marketing products and services to the Customer.
     disclose information about the Customer, whether collected by Pronto Hire from the Customer directly or obtained by Pronto Hire from any other source, to any other credit
  - (b) dis
- PLEASE NOTE: a larger print version of the Terms and conditions is available from Pronto Hire upon request. @Copyright EC Credit Control 1999 2024 #31609

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.

- Where the Customer is an individual the authorities under clause 25.3 are authorities or consents for the purposes of the Privacy Act 1993. The Customer shall have the right to request Pronto Hire for a copy of the Personal 25.5 Information about the Customer retained by Pronto Hire and the right to request Pronto Hire to correct any incorrect Personal Information about the Customer held by Pronto Hire.
- 25.6 The Customer shall have the right to request (by e-mail) from Pronto Hire, a copy of the Personal Information about the Customer retained by Pronto Hire and the right to request that Pronto Hire correct any incorrect Personal Information. Pronto Hire will destroy Personal Information upon the Customer's request (by e-mail) or if it
- 25.7 is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law
  - The Customer can make a privacy complaint by contacting Pronto Hire via e-mail. Pronto Hire will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, Customer can make a complaint to the Information Commiss http://w ww.privacy.org.nz/comply/comptop.html

## Suspension of Services

Service of Notices

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**28.** 28.1

delivered

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General

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Customer Initial

events:

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26 26.1

Where the Contract is subject to section 24A of the Construction Contracts Amendment Act 2015, the Customer hereby expressly acknowledges that:

2015, the Customer neregy expressly acknownedges unat.
(a) Pronto Hire has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:

the payment is not paid in full by the due date for payment in accordance with (i) the payment is hold paid multiply the due due to hapment in accordance with clause 6 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Customer, or
(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
(iii) the customer has not compiled with an adjudicator's notice that the Customer must pay an amount to Pronto Hire bas given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction Contract.
(b) if Pronto Hire suspends work, it:
(i) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer, and
(iii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer, and
(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer, and
(iii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, any at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been compiled with.
(c) if Pronto Hire exercises the right to suspend work, the exercise of that right does not:
(i) affect any rights hat would otherwise have been available to Pronto Hire under the clause 6.6 and/or any subsequent amendments or new legislation and no payment

affect any rights that would otherwise have been available to Pronto Hire under the Contract and Commercial Law Act 2017; or

(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of Pronto Hire

(ii) click the document of backbox of an end of the document of the documen

Any written notice given under this Contract shall be deemed to have been given and

received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this

Contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been

Trusts
If the Customer at any time upon or subsequent to entering in to the Contract is acting in the
capacity of trustee of any trust ("Trust") then whether or not Pronto Hire may have notice of
the Trust, the Customer covenants with Pronto Hire as follows:
(a) the Contract extends to all rights of indemnity which the Customer now or subsequently
may have against the Trust and the trustfund;
(b) the Customer has full and complete power and authority under the Trust to enter into
the Contract and the provisions of the Trust do not purport to exclude or take away the
right of indemnity or commit any therede not thus frust to may to any to
not relaxes the initial full elementy or commit any therede not thus to the arvit to any to

not release the right of indemnity or commit any breach of trust or be a party to any the customer will not without consent in writing of Pronto Hire (Pronto Hire will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following

the removal, replacement or retirement of the Customer as trustee of the Trust:

General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 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 Auckland District Court of New Zealand

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on their website (including their Privacy Policy) at any time by notifying the Customer through the website and/or by disclosing such to the Customer in writing for any subsequent

future contracts. The Customer's continued use of, the Pronto Hire website, or otherwise at such time as the Customer makes a further request for Pronto Hire to provide

Goods/Equipment or Services to the Customer, shall be deemed acceptance of the terms and conditions which takes effect from that date. Pronto Hire's current terms and conditions

and contaions which takes effect from that date. Profito hile's current terms and condutions can be viewed on thip//www.profibre.co.rzl. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed boarder lockdowns (including, word/wide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either narty.

ing, worldwide destination ports), etc. ("Force Majeure") or other event beyond are able control of either party. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

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any alteration to or variation of the terms of the Trust; any advancement or distribution of capital of the Trust; or

(iv) any resettlement of the trust property