

CREDIT APPLICATION FORM



PO Box 58-097 Botany, Auckland 2163 | 0800 830 530 E: sales@up2it.co.nz

Applicant's full legal name (i.e. not trading name): ("the customer")

(Please tick) Ltd Company Individual Sole trader Partnership Other (please state):

Trading as: Postal address:

Delivery address: Email:

Nature of business: Years in business:

Contact name & position:

Phone No: Mobile No: Fax No:

If a limited liability company - address of registered office:

Date of incorporation: Incorporation no:

Ownership: Full details of Directors and Shareholders:

1 Name: Address: Phone no:

2 Name: Address: Phone no:

Financial & professional advisors

Name of accountant: Solicitor:

Bank: Branch: Acct No:

Trade References

Company	Contact name	Phone number	Account open since

I/We warrant to UP2IT Access Hire Ltd:

1. that the above information is to the best of my/our knowledge, information and belief true and correct; and
2. that I/We carefully have read and agree to be bound by the terms and conditions as printed overleaf, in particular the clauses relating to the customer's liability for loss and damage; and
3. that I/we am/are duly authorised to make this credit account application on behalf of the customer and of anyone duly authorised to enter into future hire contracts on behalf of the customer.

Signed Print name Position

Dated this day of 20

Signed Print name Position

Dated this day of 20

I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions (clause 13) that I/we am/are also signing this application form in my/our personal capacity.

Signed Print name Position

Dated this day of 20

Signed Print name Position

Dated this day of 20

If the applicant is a company then this application form must be signed by a managing director of the company.

INITIAL:

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UP2IT ACCESS HIRE LIMITED : TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "UP2IT" means UP2IT Access Hire Limited, or any agents or employees thereof.
- 1.2 "Customer" means the customer as stated, any person acting on behalf of and with the authority of the customer, or any person hiring equipment from UP2IT, including those customers to whom UP2IT has granted trade credit terms.
- 1.3 "Equipment" means all equipment hired by UP2IT to the customer.

2. DELEGATION OF AUTHORITY BY CUSTOMER

- 2.1 Where the person agreeing to these terms and conditions of hire signs for and on behalf of the customer, then that person personally covenants with UP2IT that he/she has the authority to enter this hire contract on the customer's behalf and is personally liable for all the obligations contained in the hire contract, if no such authority exists.

3. ACCEPTANCE

- 3.1 Any instructions received by UP2IT from the customer constitutes a binding contract and acceptance of these terms and conditions.

4. COLLECTION AND USE OF INFORMATION

- 4.1 The customer authorises UP2IT to collect, retain and use any information about the customer, for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any services provided by UP2IT to any other party. The customer may withdraw such authorisation at any time and any information held will be accessible to the customer and subject to correction.

5. HIRE PERIOD

- 5.1 The hire period commences from the time the equipment is collected by the customer from UP2IT's premises or leaves UP2IT's premises for delivery to the customer's site, until the return of the equipment to UP2IT's premises or until the expiry of the minimum hiring period, whichever occurs later.
- 5.2 The minimum hiring period is one (1) day commencing at the time the equipment is collected or leaves UP2IT's premises for delivery, except where agreed in writing.
- 5.3 With a minimum hire, if the equipment is not returned to UP2IT's premises within the minimum hire period, an additional hire cost will be payable.
- 5.4 The daily rate applies to each 10 hour period of hire. Extra hours of hire will be additionally charged pro rata at the daily rate up to a maximum of two 10 hour periods in any one 24 hour day.
- 5.5 The weekly rate applies to a hire of a minimum duration of 4 days or 4 consecutive daily periods. Extra days will be charged additionally pro rata at the weekly rate.
- 5.6 If UP2IT agrees with the customer to deliver and collect the equipment, the hire charges will commence from the time the equipment leaves UP2IT's premises until the customer notifies UP2IT that the equipment is available for collection. The customer must notify UP2IT prior to 3 pm on the last day of hire that the equipment is ready to be collected. If late or insufficient notice is given, the customer may be charged an extra half-day's hire.
- 5.7 In the event of equipment breakdown, the customer must notify UP2IT immediately. Hiring charges will not be payable during the time the equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the customer. However the customer is not absolved from their responsibility to safeguard the equipment. In the event of a breakdown the customer shall not repair or attempt to repair the equipment in any way.

6. HIRE COST

- 6.1 The hire cost is the cost of the hire of the equipment as agreed between UP2IT and the customer.
- 6.2 Delivery, fuel, safety harness and other consumable items are extra and are not included in the hire cost.
- 6.3 Where no hire cost is stated in writing or agreed to orally the equipment shall be deemed to be hired at the current rate.
- 6.4 UP2IT may, at its sole discretion, require from the customer a deposit or a "hold on a credit card amount" pending the safe return of the equipment, or require the full hire cost to be paid at the commencement of the hire period.
- 6.5 UP2IT may, at its sole discretion, require from its credit account customers an Insurance Waiver which will be charged at an additional 7% of the net hire cost on all hires. UP2IT will waive the requirement for an Insurance Waiver from credit account customers upon receipt of a satisfactory certificate of insurance noting UP2IT's interest in the equipment.

7. PAYMENT

- 7.1 With respect to customers with a credit account, payment of the hire cost shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 7.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 7.3 Any expenses, disbursements and legal costs incurred by UP2IT in enforcing any rights contained in this contract shall be paid by the customer, including any reasonable legal fees or debt collection agency fees.
- 7.4 With respect to other customers, the hire of all other equipment shall be on a cash basis and payment shall be made immediately upon the request for payment.

8. RESPONSIBILITIES OF CUSTOMER

- 8.1 The customer shall:
 - 8.1.1 be responsible for determining the condition and suitability of the equipment hired for the purpose required;
 - 8.1.2 ensure the equipment is operated by a competent, suitably qualified operator and is used within its rated capacity;
 - 8.1.3 ensure the equipment is used in a skilful and proper manner and only for the purpose and within the capacity for which it was designed;
 - 8.1.4 abide at all times with Worksafe New Zealand's approved code of practice for power-operated elevating work platforms, a copy of which is available from UP2IT upon request;
 - 8.1.5 pay to UP2IT all hire and related charges and other costs in a timely manner;
 - 8.1.6 at its own expense clean, fuel, lubricate, check water and keep the equipment in good and substantial repair and condition. However the customer shall not undertake any repair or servicing, and if any repair or servicing appears desirable, shall advise UP2IT immediately. UP2IT will carry out pre-arranged major servicing during normal working hours;
 - 8.1.7 Accept full responsibility for all flat and/or damaged tyres where the condition has been caused by the customer's acts or omissions;
 - 8.1.8 Clean the equipment properly and thoroughly upon completion of the hire or be charged a cleaning fee by UP2IT at their discretion. The current cleaning fee is \$65.00 per hour;
 - 8.1.9 Accept full responsibility for the safekeeping of the equipment and subject to clause 9.3, indemnify UP2IT for all loss/damage;
 - 8.1.10 Accept full responsibility for and subject to clauses 9.3 and 12.1 indemnify UP2IT against all claims in respect of any injury to persons or damage to property arising out of the use of the equipment during the hire period however arising, whether from negligence of the customer or any other person;
 - 8.1.11 Not be entitled to a lien over the equipment, nor without UP2IT's prior written consent, part with possession of the equipment or assign any part of the hire contract;
 - 8.1.12 Not alter, deface or make any additions to the equipment;
 - 8.1.13 Accept responsibility and fully reimburse UP2IT for unpaid parking tickets, road tolls, traffic infringements and the costs of freight to retrieve equipment abandoned for any reason;
 - 8.1.14 At all times upon request, inform UP2IT of the whereabouts of the equipment and allow reasonable time to inspect and test the equipment if and as required.

9. DAMAGE TO EQUIPMENT

- 9.1 Subject to clause 9.3, the customer is responsible for any loss or damage to the equipment from

the time the customer takes possession of the equipment until it is returned to the possession of UP2IT. The cost of any replacement or repairs resulting from loss or damage will be charged to the customer.

- 9.2 The customer shall notify UP2IT immediately if the equipment is lost or damaged and shall follow any reasonable request by UP2IT.
- 9.3 Where the Damage Waiver charges have been charged to the customer and the customer has:
 - 9.3.1 notified UP2IT of the full circumstances leading to the loss (including theft) or damage to the equipment within 24 hrs of loss or damage;
 - 9.3.2 in the case of loss or damage caused by fire, storm, collision, accident, theft or burglary, obtained a written police report or independent report as required by UP2IT within 24 hours of the loss or damage;
 - 9.3.3 taken adequate precautions to ensure that the loss or damage was not due to negligence, then UP2IT will waive the customer's liability for loss or damage, except that the customer will still be liable for payment of the insurance excess of 7% of the new equipment replacement cost or of the cost of repairs, up to a maximum of \$2,500.
- 9.4 The cover provided by the Damage Waiver shall not apply where the damage has been caused by:
 - 9.4.1 misuse, abuse or overloading, including the overloading of motors and electrical appliances, disappearance or wrongful conversion, including where the equipment was not reasonably locked and secured;
 - 9.4.2 negligence of the customer, where the customer has failed by action or inaction, intent or lack of due care to take all reasonable precautions to protect the equipment from loss or damage;
 - 9.4.3 violation of any law, code of practice or regulation;
 - 9.4.4 damage to tyres by punctures, bruises or cuts;
 - 9.4.5 lack of lubrication or other routine servicing by the customer;
 - 9.4.6 locating, using, loading, unloading, transporting the equipment on or over water, wharves, bridges or vessels;
 - 9.4.7 damage caused by exposure to any corrosive substance or paint;
 - 9.4.8 loss of or damage to safety harnesses, electrical cords, wheel covers and other similar accessories.

10. UP2IT'S ENTITLEMENT TO TERMINATE THE CONTRACT

- 10.1 Without prejudice to any other remedies available to it and notwithstanding any period of hire specified, UP2IT may terminate this contract at any time by giving to the customer two (2) hours' notice of its intention to terminate. Such notice may be verbal and need not be in writing and shall be deemed sufficiently given, if given to the customer, the operator of the equipment, the occupier of the premises where the equipment is located, or if no person is in attendance then notice will be deemed to be given.
- 10.2 Termination may follow at any time without notice if, for example, the customer breaches any of the terms of this hire contract; fails to pay any sums due by the due date; puts or causes the equipment to be put at risk due to legal enforcement proceedings; causes possession of the equipment to be compromised; trades while insolvent; commits an act of bankruptcy; is put into liquidation or a receiver is appointed to any of the customer's assets or a landlord distrains against any of the customer's assets; a court judgement is entered against the customer that remains unsatisfied for seven (7) days; the customer experiences a material adverse change financially or there is a cessation of business trading by whatever means or a winding up application or resolution made.
- 10.3 Upon termination of this contract, UP2IT shall be entitled to take possession of the equipment.
- 10.4 For the purpose of taking possession of the equipment, the customer irrevocably appoints UP2IT as its agent and authorises UP2IT to enter on any land or premises owned by or under the control of the customer upon which the equipment is then situated. The customer agrees to indemnify UP2IT in respect of any losses, claims, damages or expenses arising out of any action taken in respect of the repossession of the equipment.

11. CONSUMER GUARANTEES ACT 1993

- 11.1 Where the customer hires equipment from UP2IT for the purposes of a business, the guarantees contained in the Consumer Guarantees Act 1993 are excluded in terms of section 2 and 43 of that Act.

12. LIABILITY

- 12.1 Subject to UP2IT's liability and obligations pursuant to the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, UP2IT is not liable for any loss or damage of any kind whatsoever, arising from the hire of equipment by UP2IT to the customer, including consequential loss whether suffered or incurred by the customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from equipment provided by UP2IT to the customer.
- 12.2 The exclusion of liability contained in clause 12.1 above applies to and includes but is not limited to:
 - 12.2.1 consequential loss or damage caused by or arising from breakdown of the equipment;
 - 12.2.2 delay in delivery;
 - 12.2.3 unreasonable use;
 - 12.2.4 negligence (including failure by UP2IT to do something which should have been done, or to prevent something from happening);
 - 12.2.5 faulty specifications and design, and faulty material, equipment or component parts in the equipment;
 - 12.2.6 damage that may be done by UP2IT's servants or agents to the customer or third parties on effecting collection of the equipment.
- 12.3 However if contrary to the disclaimers of liability contained in these terms and conditions of hire, UP2IT is deemed liable to the customer, following and arising from the hire of equipment to the customer, then such liability is limited in its aggregate to the total hire cost.
- 12.4 Finally, with respect to equipment hired for business purposes, if any issue arises as to the performance, specifications or capability of the equipment, then UP2IT's liability (whether in contract tort or otherwise) shall be limited to the replacement or repair (at UP2IT's option) of any equipment or consumable it considers upon inspection to be defective.

13. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 13.1 If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for UP2IT agreeing to hire equipment and grant credit to the customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to UP2IT the payment of any and all monies now or hereafter owed by the customer to UP2IT and indemnify UP2IT against non-payment by the customer. Any personal liability of a signatory hereto shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and the customer shall be jointly and severally liable under the terms and conditions of this contract and for the payment of all sums due hereunder.

14. SECURITY INTEREST (PERSONAL PROPERTY SECURITIES ACT 1999)

- 14.1 Pursuant to the Personal Property Securities Act 1999 ("the Act") the customer agrees and accepts that until the customer has made payment in full for equipment hired by UP2IT to the customer, on any account whatsoever, then UP2IT retains a security interest in all equipment supplied to the customer by UP2IT.

MISCELLANEOUS

- 14.2 UP2IT shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 14.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.4 Where these terms and conditions of hire are at variance with the order or instructions from the customer, these terms and conditions of hire shall prevail.