CHAINSAWS & MOWERS 2006 LTD

T/A HIRE SHOP MASTERTON & HIRE SHOP GREYTOWN

Price Book

7th Edition (Nov 2026)

4 Chapel Street
P O Box 769
MASTERTON
Ph 06 377 5549
Fax 06 377 4299

2 Bidwells Cutting Road
GREYTOWN

Ph 06 304 8196

Email: hireshop.stihl@yahoo.co.nz, or

Email: Masterton@stihlshop.co.nz

Website: www.hireshopnz.com

We are locally owned and operated

HOURS OF TRADE

MASTERTON

HOURS

Monday – Friday 7am – 5.30pm

Saturday – 9.00am – 1pm

Sunday – Closed

GREYTOWN

HOURS

Monday – Friday 8am – 5pm

Saturday & Sunday – Closed

After Hours Emergency Contact No: 0273 655 772

LIGHT ENGINEERING WORKSHOP

Available for Hire:

- 8” Guillotine – Cuts up to 22 Gauge .75mm
- 8 Hydraulic Guillotine – Cuts up to 2mm
- 8 Folders – Folds up to 14 Gauge 2mm
- 6” Finger Folders – Folds up to 16 Gauge 1.5mm
- 3” Rollers
- Metal Cutting Facilities

We Sell:

- Flat Iron – up to 3mm
- Zincalum
- Selection of Steel Nuts and Bolts
- Full range of Safety Gear – Clothing, Signs, First Aid.

Price Book Effective as at 01 Nov 2026, subject to change without notice

Chainsaws & Mowers 2006 Ltd

T/A Hire Shop Masterton & Hire Shop Greytown

Basic Terms and Conditions (Full T&C's are located at the back)

RATES ARE BASED ON TIME OUT TO TIME IN – NOT TIME USED.

- Daily checks including fuel, oil, grease and water levels are responsibility of the hirer. Damage cause by lack of maintenance by the hirer shall result in the hirer being charged.
- Damage caused by abuse, misuse, negligence or incorrect operation will be charged to the hirer.
- It is the hirer's responsibility to ensure hire equipment is secured on their vehicle when it leaves Chainsaws & Mowers 2006 Ltd's premises.
- The hirer is responsible for the security of hired equipment once it leaves Chainsaws & Mowers 2006 Ltd's premises. Theft or mysterious disappearance will result in the hirer being charged.
- Vehicles towing Chainsaws & Mowers 2006 Ltd's equipment must have a current registration and warrant of fitness, and the driver of the vehicle must have a current driver's license.
- All prices include GST and are subject to change without notice.
- Fuel is charged extra (not included in the hire price).
- Long term hire rates are available.
- Bladewear is extra (for Concrete Cutters etc)

All Prices Include GST

	Half Day	Day
ACCESS EQUIPMENT		
14m Cherry Picker	240.00	380.00
15m Cherry Picker	240.00	380.00
7.6m Scissor Lift	210.00	355.00
9.8m Scissor Lift	210.00	355.00
AIR COMPRESSORS		
6 CFM Compressor – Elect	50.00	75.00
18 CFM Compressor – Petrol	85.00	130.00
90 CFM Compressor – Diesel	165.00	250.00
184 CFM Compressor – Diesel	185.00	285.00
AIR TOOLS & ACCESSORIES		
CP9 Breaker – Light	30.00	30.00
Tex 11 Breaker – Medium	50.00	50.00
Tex 32 Breaker – Heavy	70.00	70.00
Points & Chisels	15.00	15.00
Rock Drill	80.00	130.00
Drill Steels	40.00	40.00
10mm Air Hose	25.00	25.00
20mm Air Hose	30.00	30.00
Air Chisel	25.00	40.00
Blow Gun	30.00	30.00
Riveter	30.00	45.00
12mm Impact Wrench	30.00	45.00
20mm Impact Wrench	40.00	60.00
AUTOMOTIVE		
Axle Stands (Pair)	30.00	30.00
Car Ramps (Pair)	30.00	30.00
¾ Inch Socket Set	50.00	70.00

Price Book Effective as at 01 Nov 2026, subject to change without notice

	Half Day	Day
BARBEQUES		
BBQ 800mm x 400mm		90.00
Weber		90.00
BARROWS & TROLLEYS		
Sack Barrow	35.00	35.00
Wheel Barrow	35.00	35.00
BENDERS		
Copper Pipe Benders	35.00	35.00
Deformed Bar Bender	50.00	75.00
Hydraulic Pipe Bender	70.00	100.00
Tube Bender	30.00	30.00
BOLT CUTTERS		
Bolt Cutters 6-10mm	30.00	30.00
Bolt Cutters 12-16mm	30.00	30.00
CARPET CLEANING & LAYING		
Carpet Cleaner	65.00	100.00
Vacuum Cleaner	40.00	60.00
Wet & Dry Vacuum Industrial	75.00	110.00
Carpet Stretcher	40.00	40.00
Shampoo – Extra		
CHAINBLOCKS & LIFTING		
1T Chain Block	35.00	50.00
1.5T Fuji Lever Hoist	45.00	70.00
1.5 Tirfor Block	50.00	75.00
Snig Chain	30.00	30.00

All Prices Include GST

	Half Day	Day
CHAINSAWS		
14” Chainsaw – Battery	50.00	75.00
16” Chainsaw	60.00	85.00
20” Chainsaw	70.00	105.00
24” Chainsaw	80.00	135.00
42” Chainsaw	125.00	190.00
Pole Pruner – Up to 3.7m	75.00	115.00
Chaps	20.00	20.00
Hat – Muffs – Visor	20.00	20.00
CHIMNEY BRUSHES		
Chimney Cleaning Brushes	50.00	50.00
COBBLESTONE CUTTERS		
110mm Diamond Cutter	45.00	70.00
350mm Block Cutter	95.00	145.00
Bladewear Extra		
COMPACTION EQUIPMENT		
Plate Compactor – 45kg	50.00	80.00
Plate Compactor -72kg	60.00	95.00
Plate Compactor -90kg	75.00	115.00
Plate Compactor F/R 305kg	125.00	200.00
Tamper Rammer – 70kg	75.00	115.00
Single Drum Vibrating Roller	100.00	160.00
Double Drum Vibrating Roller	120.00	200.00
Ride On roller Double Drum 1.6T	215.00	355.00
CONCRETE BREAKERS		
Hitachi H60 Breaker	60.00	95.00
Hitachi H65 Breaker	65.00	110.00
Bosch 153 Breaker	75.00	125.00

	Half Day	Day
Hydraulic Breaker	100.00	155.00
CONCRETE CUTTERS		
230mm Power Saw – Battery	45.00	65.00
350mm Power Saw	70.00	110.00
Richmond Concrete Cutter – Push	80.00	120.00
Richmond Concrete Cutter – S/P	100.00	160.00
Bladewear Extra		
CONCRETE DRILLS		
Hitachi DH26 Drill	40.00	60.00
Ramset Dyna Drill – Small	45.00	70.00
Ramset Dyna Drill – Large	60.00	90.00
Tungsten bits up to 26mm	17.00	17.00
Tungsten Bits Over 26mm	17.00	23.00
CONCRETE FLOATS		
Hand Floats	20.00	20.00
Bull Floats	40.00	40.00
Walking Trowel	40.00	40.00
Power Float – 900mm	100.00	150.00
Concrete Rake	20.00	20.00
Concrete Broom	25.00	25.00
CONCRETE GRINDERS		
Richmond Floor Grinder	105.00	160.00
Diamond Grinding Discs Extra		
CONCRETE MIXERS		
Concrete Mixer – Elect	55.00	90.00
Concrete Mixer – Petrol	55.00	90.00

	Half Day	Day
CONCRETE SCREEDS		
Concrete Screeds Up To 3.6m	30.00	30.00
CONCRETE VIBRATORS		
Concrete Vibrator – Pencil	55.00	85.00
Concrete Vibrator – Large	55.00	85.00
CRAMPS		
Floor Cramps	30.00	30.00
Sash Cramps	30.00	30.00
DEHUMIDIFIERS		
Dehumidifiers – Large	110.00	110.00
DRAIN CLEANERS		
Drain Rods – Set 10 Rods	60.00	90.00
Extra Rods	5.00	5.00
DRILLS		
10mm Angle Drill	30.00	40.00
13mm Drill	30.00	40.00
Magnetic Drill – 16mm	60.00	85.00
Petrol Drill – 13mm	50.00	85.00
13mm Impact Drill – Cordless	35.00	55.00
Impact Wrench – Cordless	45.00	65.00
EXCAVATORS		
Excavator 1.7T	250.00	370.00
Excavator 2.7T	340.00	480.00
Attachments		
Excavator post Hole Borer	85.00	85.00
Toro Loader – TX1000	255.00	385.00

Price Book Effective as at 01 Nov 2026, subject to change without notice

	Half Day	Day
Hydraulic Post Borer Up To 600mm	75.00	75.00
Hydraulic Trencher Up To 900mm	75.00	75.00
Attachments		
Augers up to 600mm	45.00	45.00
EXTENSION LEADS		
Single Phase Leads	20.00	20.00
Three Phase Leads	25.00	25.00
FANS		
500mm Extractor Fan	55.00	55.00
FLOODLIGHTS		
Floodlights c/w Stand	30.00	30.00
GARDEN EQUIPMENT		
Axe – Shovel – Spade – Rake	12.00	12.00
Chipper – Up to 90mm	155.00	245.00
Knapsap Sprayer -Batt	35.00	50.00
Lawn Aerator	105.00	160.00
Lawnboy	30.00	30.00
Lawn Levelling Bar	20.00	20.00
Lawn Roller – Water Filled	35.00	55.00
Leaf Blower	45.00	70.00
Leaf Vacuum – Walk Behind	65.00	95.00
Pole Pruner – 3.7m Manual	30.00	30.00
Roto Rake – Scarifier	85.00	125.00
Seed & Fert Spreader – Push	35.00	35.00
Seed & Fert Spreader – Towable	80.00	115.00
Water Cube – 1000LT	20.00	20.00
Water Hose	20.00	20.00
Multi Tool c/w Attachment	65.00	90.00
Extra Attachment	40.00	40.00

All Prices Include GST

	Half Day	Day
GENERATORS		
2kw Inverter Generator	55.00	85.00
2.7kw Generator	55.00	85.00
4kw Generator	60.00	90.00
7.2kw Generator	70.00	110.00
GIB LIFTERS		
3.4m Gib Hoist – Manual	70.00	105.00
6m Gib hoist c/w Compressor	80.00	125.00
GRINDERS		
115mm Grinder	30.00	45.00
230mm Grinder	40.00	55.00
HEATERS		
Vac 6 Heater Diesel	100.00	100.00
HEDGETRIMMERS		
600mm Hedgetrimmer – 2 Stroke	50.00	80.00
600mm Hedgetrimmer – Battery	50.00	80.00
Extendable Hedgetrim. -up to 3.3m Batt	65.00	95.00
JACKS		
Acrow Props	12.00	12.00
Hydraulic Jack – 20T	30.00	30.00
Jackall Jack	30.00	40.00
Pallet Jack	35.00	50.00
Trolley Jack – 2.5T	25.00	35.00

Price Book Effective as at 01 Nov 2026, subject to change without notice

	Half Day	Day
JIGSAWS		
Jigsaw	30.00	45.00
Sabre Saw	40.00	60.00
LADDERS		
Step Ladders – Up to 3m	20.00	20.00
Step Ladder – 3.6m	25.00	40.00
Extension Ladder 3-5m	35.00	50.00
Extension ladder 4.5 – 8m	40.00	55.00
LEVELS		
Laser Level	65.00	105.00
Topcon Level	50.00	70.00
LOG SPLITTERS		
Log Splitter – Horizontal	90.00	130.00
Log Splitter – Vertical	95.00	140.00
Log Splitter – Vertical – Lifter	100.00	150.00
MEASURING WHEEL		
Measuring Wheel	30.00	40.00
MOWERS		
Domestic Mower	40.00	55.00
Self Drive Mower	95.00	140.00
Tractor & Slasher	240.00	360.00
NAIL GUNS & STAPLERS		
Nail Gun – 90mm	50.00	75.00
Brader	35.00	50.00
'K' Stapler	35.00	50.00
Compressor – Hose – Gun Combo	85.00	125.00

All Prices Include GST

	Half Day	Day
NIBBLERS		
Nibbler	55.00	80.00
Shear	55.00	80.00
PIPE EQUIPMENT		
Pipe Cutter – 100mm	35.00	55.00
Pipe Cutter – 150mm	35.00	55.00
Pipe Wrench	30.00	30.00
Pipe Threading Dies – Manual	50.00	70.00
Earthernware Pipe Cutter	45.00	65.00
PLANERS		
Planer – 82mm	50.00	80.00
POST HOLE BORERS		
Post Hole Borer – Manual	30.00	30.00
Post Hole Borer Up To 200mm	60.00	95.00
Post Hole Borer 2 Man up to 350mm	95.00	140.00
Toro & Borer Up To 600mm	POA	POA
Auger	POA	POA
PUMPS		
25mm Pump 120lt/min	45.00	65.00
25mm Pressure Pump	60.00	90.00
50mm Sub Pump – 270lt/min – Elect	50.00	75.00
50mm Semi Trash Pump – 700lt/min	75.00	105.00
75mm Water Pump – 900lt/min	80.00	120.00
75mm Trash Pump – 1100lt/min	90.00	135.00
Delivery Hose	13.00	13.00
RAMSET GUNS		
Ramset Gun – J20	45.00	65.00
Ramset Injection Gun	20.00	20.00

Price Book Effective as at 01 Nov 2026, subject to change without notice

	Half Day	Day
RIVETERS		
Lazy Tong	30.00	30.00
Air Riveter	30.00	30.00
ROTARY HOES		
Rotary Hoe – 450mm	55.00	80.00
Hydraulic Rotary Hoe	125.00	200.00
Tractor & Hoe	240.00	360.00
ROUTERS		
Router	50.00	80.00
Bits Not Included		
SAFETY EQUIPMENT		
Road Cones	2.00	2.00
Safety Barriers 2.4 x 1.2	3.00	3.00
Hard Hat – Muffs – Visor Combo	20.00	20.00
Chainsaw Chaps	20.00	20.00
Safety Harness	28.00	28.00
SANDERS		
Pole Sander	20.00	20.00
Gib Sander C/W Vacuum	85.00	125.00
Orbitac Sander	40.00	55.00
Random Orbit Sander	40.00	55.00
Floor Sander – 200mm Drum	95.00	150.00
Floor Edger – 180mm Disc	75.00	105.00
Disc Sander – 180mm	40.00	60.00
SAW BENCH		
Firewood Sawbench	90.00	140.00

All Prices Include GST

	Half Day	Day
SCAFFOLDING TOWERS		
Scaffold 2m	55.00	55.00
Scaffold 3m	60.00	60.00
Scaffold 4m	65.00	65.00
Scaffold 5m	70.00	70.00
Scaffold 6m	75.00	75.00
SKILLSAWS		
Circular Saw	40.00	55.00
Mitre Saw	50.00	75.00
SPRAYING		
400.t Motorised Sprayer	90.00	135.00
STRAPPING		
Strapping Machine – S/S	30.00	30.00
TARPAULINS		
Tarpaulins 4m x 3.6m	20.00	20.00
Tarpaulins 8m x 5m	40.00	40.00
TILE CUTTER		
Diamond Tile Cutter & Table	65.00	110.00
Diamond Blade Wear Extra		
TOILETS		
Portable Toilets on Trailers	Per Week	185.00
TRACTORS & ACCESSORIES		
4wd Tractor c/w Front End Loader	240.00	360.00

	Half Day	Day
Levelling Bar	50.00	50.00
Back Blade	50.00	50.00
TRAILERS		
1.8 x 1.2 Trailer	40.00	55.00
2.4 x 1.2 Trailer	45.00	65.00
Caged Trailer	45.00	65.00
High Sided Trailer	45.00	65.00
Tilt Trailer	60.00	90.00
3.7 x 1.8 Tandem Trailer	80.00	120.00
Shuttle Trailer	55.00	90.00
Furniture Trailer - Single	80.00	120.00
Furniture Trailer – Tandem	95.00	150.00
Horse Float – Double	95.00	150.00
Car Transport Trailer	95.00	150.00
TRENCHERS		
Trencher – Walkbehind	150.00	245.00
Toro Trencher – Ride On	325.00	445.00
TRESTLES & PLANKS		
Trestles & Plank (Pair)	25.00	35.00
Planks 4m – Alloy	20.00	20.00
Planks 6m – Alloy	20.00	20.00
TRUCKS (Km's Extra Charge)		
3T Truck – Tipper	100.00	160.00
Transport Truck – 5.2 x 2.1	120.00	180.00
WARATAHS		
Waratah Extractor	25.00	25.00
Waratah Rammer	20.00	20.00

All Prices Include GST

	Half Day	Day
WATER BLASTERS		
1700psi Water blaster – Elect	60.00	90.00
2000psi Water blaster – Petrol	80.00	120.00
2200psi Water blaster – 15l/m Petrol	100.00	145.00
3000psi Water blaster – 11l/m Petrol	100.00	145.00
4000psi Water blaster – 15l/m Petrol	100.00	145.00
3000psi Water blaster – 30l/m Diesel	125.00	200.00
Extension Hose	20.00	20.00
Ferret	30.00	30.00
Whirlaway Path Cleaner	30.00	30.00
WEEDEATERS & SCRUBSAWS		
Weedeater – 2 Stroke	45.00	65.00
Weedeater – Battery	45.00	65.00
Scrubsaw – 2 Stroke	80.00	125.00
WEEDEATER - MULTITOOL		
Attachments for Multitool		
Hedgetrimmer	35.00	45.00
Chainsaw	35.00	45.00
WELDERS		
Welding Helmet	20.00	20.00
WIRE STRAINERS		
Wire Strainers	30.00	40.00

Price Book Effective as at 01 Nov 2026, subject to change without notice

Chainsaws & Mowers 2006 Ltd & Sales Contract Terms and Conditions ("Conditions")

1. CONDITIONS

1.1. The Conditions set out below shall apply and are incorporated into any contract for the hire and/or sale of goods ("equipment") between Chainsaws & Mowers 2006 Ltd (the "Owner") and the person hiring or buying the equipment ("Hirer") ("Contract"). The Owner reserves the right to change these Conditions without notice. Any amended Conditions will be placed on Chainsaws & Mowers 2006 Ltd's website (**www.hireshop.net.nz**) and shall apply with effect from the date they are placed on the website unless the amended Conditions specify a later date from which they are to apply.

2. CHARGES

2.1. Equipment may be hired for: a) Half Day, b) Daily, c) Weekly or d) Monthly or e) as agreed to in writing. The relevant hire period is set out in the Contract. The "hire periods" are as defined in clause 2.2, provided that the Hirer agrees that the Owner may charge extra on a pro rata basis for any equipment usage in excess of the hire periods or the maximum usage times as set out in clause 2.2. Certain equipment may carry minimum hiring periods. The Hirer shall not be entitled to a refund or reduced hire charge if the Hirer chooses to return the equipment to the Owner before the end of the agreed hire period.

2.2. Hire periods and "maximum usage times" are:

- "Half Day" means 4 hours or overnight providing the equipment is picked up after 4.00pm and returned by 8.30am the following day (maximum usage time 4 hours);
- "Daily" means 8 hours (maximum usage time 8 hours);
- "Weekly" means 6 days (maximum usage time 48 hours); and
- "Monthly" means a calendar month (e.g. if pick up on the 18th of a month, return is to be by 4.00pm on the 17th of the following month (maximum usage time 180 hours).

2.3. The hire period begins from the time the equipment leaves the Owner's premises and runs until the equipment is either returned to the Owner at the place of hire, removed by the Owner pursuant to clause 4, or when the Contract is terminated pursuant to clause 5.

2.4. The Hirer shall pay as invoiced for the hire period for all equipment used, loss and insurance charges (if applicable), delivery/removal costs, excess use charges, any damage to or loss of the equipment, cleaning costs (if any), and default interest for late payment.

2.5. If the weekly charge rate is less than the accumulated daily hire charge, the weekly rate will apply.

2.6. Cleaning fees will be assessed and charged if the Hirer returns equipment that the Owner deems (in its sole discretion) to be excessively dirty.

3. PAYMENT AND DEFAULT INTEREST

3.1. All charges are inclusive of GST unless otherwise indicated and the Hirer shall pay the charges where indicated.

3.2. For hire of equipment, unless the Hirer has a credit account with the Owner:

3.2.1. the Hirer may be required to pay a bond of not less than 150% of the estimated total charges; and

3.2.2. on return of the equipment in good order and condition, the actual total charges will be calculated and the Hirer will either pay the balance outstanding, or be refunded with the difference between the bond paid by the Hirer and the actual total charges.

3.3. Unless otherwise agreed in writing by the Owner, the Hirer will pay, or the Hirer's account will be charged with, the cost of insurance, the amount of which is specified in the Contract (see clause 9).

3.4. For purchase of equipment, the Hirer will pay the Owner the agreed price. Risk passes to the Hirer on delivery of the equipment.

3.5. For credit account customers, the Owner will send the Hirer an invoice for charges incurred. The Hirer must pay the invoice by the 20th of the month following the date of invoice. The Owner reserves the right to reverse any previously agreed discount for credit account customers if the account is not paid by the due date.

3.6. The Owner will not accept any claim for credit received more than one month after the date of invoice.

3.7. The Owner reserves the right to apply payments received in any manner the Owner determines.

3.8. Without prejudice to the Owner's other remedies under these Conditions, at law or otherwise, the Hirer will pay default interest at the rate of 3% per month per calendar month on all outstanding amounts from the end of the agreed hire period (for cash customers) or from the 20th of the month following date of invoice (for credit account customers), until all monies have been paid in full.

3.9. The Hirer must make all payments due under the Contract (time being of the essence) without set-off or deduction of any kind.

3.10. No credit shall be extended on overdue accounts.

3.11. The Hirer's obligations to pay charges and any other sums to the Owner shall continue despite any mechanical defect in or breakdown of, theft of, or accident or damage caused to the equipment.

4. DELIVERY AND REMOVAL

4.1. Delivery and removal charges are payable by the Hirer and are in addition to the hire/purchase costs.

4.2. If applicable, equipment must be packed up, ready for loading, and assistance rendered for loading.

4.3. The Hirer grants to the Owner, or will procure that the Owner is granted, an irrevocable right and authority to enter, and for the Owner to bring the Owner's vehicle at any time onto, the place where the equipment is to be used or is located to deliver and/or remove the equipment either on the expiry of the hire period or on termination of the Contract pursuant to clauses 5.1 or 5.2.

4.4. The Hirer must make any requests for removal by telephone at the completion of the hire to the initiating branch.

All Prices Include GST

4.5. The Hirer must obtain either an offhire number, pick up ticket number or return slip from the Owner when the equipment has either been finished with and is awaiting pickup or has been returned to the Owner's branch.

5. RIGHT TO TERMINATE

5.1. The Owner may terminate the Contract by notice with immediate effect if:
5.1.1. the Hirer fails to comply with any term of the Contract or any other agreement with the Owner;
5.1.2. the Owner believes the equipment may be at risk for any reason whatsoever, including the manner of its use by the Hirer, adverse weather or work conditions, the Hirer is unable to, or might be unable to, pay any charge, cost, purchase price or fee in connection with the equipment under these Conditions; or
5.1.3. any step is taken to appoint a receiver, manager, trustee in administration, liquidator, provisional liquidator, statutory manager, administrator or other like person of the whole or any part of the Hirer's assets or business.
5.2. Notwithstanding clause 5.1, the Owner may terminate the hire at any time without reason by giving the Hirer 48 hours' written notice.
5.3. The Hirer indemnifies the Owner against, and shall pay to the Owner upon demand, any cost (including legal costs), claim, damage, expense or liability suffered or incurred by the Owner whether arising directly or indirectly from the Owner acting to recover any equipment hired or monies payable by the Hirer pursuant to the Contract, or otherwise in connection with the exercise or attempted exercise of any of its rights or remedies under the Contract.
5.4. Upon termination of this Contract under clauses 5.1 or 5.2 the Hirer shall forthwith deliver up the equipment to the Owner and shall pay to the Owner:
5.4.1. all rental and other moneys due to the Owner at the date of termination; and
5.4.2. the balance of all rental yet to accrue from the date of termination to the expiry of the term of the Contract discounted for early payment in such amount as the Owner at its sole discretion allows.
5.5. Termination of the Contract by the Owner is without prejudice to any rights that the Owner may have under this Contract.
5.6. The parties acknowledge that, notwithstanding the provisions of the Contractual Remedies Act 1979, the Hirer shall not be entitled to cancel or otherwise terminate the Contract.

6. ASSIGNMENT

6.1. The Hirer shall not assign, sublet, charge or part with possession of the equipment or any part of it but this shall not prevent employees of the Hirer using the equipment in conformity with these Conditions.
6.2. The Owner may at any time assign its rights or interests, or any part thereof, (whether absolutely, or by way of security) or transfer its obligations or any part thereof, to any person.

7. HIRER'S OBLIGATIONS

7.1. The Hirer shall:
7.1.1. if the equipment is intended to be used in a location or manner which is outside its usual or ordinary use, advise the Owner of the intended location and/or nature of use at the time of hiring the equipment;
7.1.2. take proper and reasonable care of the equipment and , if the equipment is hired, return it to the Owner at the end of the hire period (to the place of hire, unless otherwise specified in the Contract) in the same order and condition as at the commencement of the hire (fair wear and tear excepted);
7.1.3. carry out all necessary daily servicing, (including the inspection and/or the supply of all necessary tyre pressures, water, oils, grease and fuel) at the HIRER'S OWN EXPENSE;
7.1.4. satisfy itself that the equipment is suitable for the Hirer's intended use;
7.1.5. use the equipment in a lawful manner with due regard to all laws and regulations pertaining to the use of such equipment;
7.1.6. if the equipment is hired, immediately cease operating the equipment and notify the Owner by telephone if the equipment is faulty, breaks down or if any warning light or buzzer is activated;
7.1.7. except as permitted by the Consumer Guarantees Act 1993, not bring or threaten to bring any claim against the Owner for loss or damage incurred or threatened against the Hirer or arising directly or indirectly from the Hirer's use of the equipment;
7.1.8. notify the Owner immediately if the hired equipment is lost, stolen or damaged and shall follow all reasonable instructions of the Owner;
7.1.9. subject to clause 9, be responsible, and indemnify the Owner, for any loss, theft or damage to the equipment that occurs from the time the Hirer takes possession of the equipment until it is returned to the Owner's possession including:
7.1.9.1. in the case of damage, the full cost of all repairs to restore the equipment to the condition it was in at the time of hire;
7.1.9.2. in the case of loss, theft or irreparable damage to the equipment however caused, the full cost to the Owner of replacing the equipment; and
7.1.10. in addition to the costs set out in clause 7.1.9, be responsible for and indemnify the Owner for any loss of revenue suffered by the Owner due to the unavailability of the equipment for hire due to loss, theft or damage; and
7.1.11. not remove, deface or obscure any marks of identification or ownership or registration on the equipment.
7.2. The Hirer warrants that all persons who use the equipment shall be COMPETENT and QUALIFIED to use the equipment, shall use the equipment in the manner it was designed to be used, and follow any directions from the Owner, local authorities, codes of practice and/or the manufacturer of the equipment relating to the use and safety of the equipment and shall comply with all obligations in relation to the use and control of the equipment and person using said equipment in accordance with the Health and Safety in Employment Act 1992 and all other relevant legislation.
7.3. If the Hirer is not an individual, the person who signs the Contract on behalf of the Hirer warrants that they have authority to bind the Hirer and will, in any event, be personally liable for the performance of the obligations on the Hirer. The person signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person signing the Contract failing to have such power or authority.

7.4. The Hirer shall, upon request by the Owner, advise the Owner of the whereabouts of the equipment and allow the Owner reasonable time to inspect and test the equipment and for such purposes the Hirer gives irrevocable leave and licence to the Owner to take possession of and/or remove the equipment, and to enter any premises where the equipment or any part of the equipment may be.

8. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

8.1. The Hirer acknowledges that title to hired equipment remains with the Owner at all times. Equipment purchased from the Owner remains the property of the Owner until paid for in full.

8.2. Hire or acquisition of the equipment may create a security interest in the equipment. If so, this document constitutes a security agreement for the purposes of the PPSA and the provisions of this clause 8 apply. All terms in this clause 8 have the meaning given in the PPSA and section references are sections to sections of the PPSA.

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

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

8.5. The Hirer waives its rights under sections 114(1) (a),116,120(2),121,125,126,127,129,131,132,133 and 148 of the PPSA.

9. DAMAGE WAIVER

9.1. The Hirer hires the equipment at the Hirer's own risk and indemnifies the Owner against any and all loss in respect of any loss of or damage to the equipment including any consequential loss unless the Hirer pays for the damage waiver, subject to this clause 9.

9.2. The Hirer shall pay for the damage waiver unless written confirmation of suitable insurance cover that is satisfactory in every respect to the Owner in its sole discretion is provided by the Hirer and approved in writing by the Owner prior to the Hirer taking possession of the equipment. If the Owner is not satisfied with the Hirer's compliance with this clause, the Owner may decline to hire the equipment. The Hirer is not entering into a contract of insurance with the Owner by paying for the damage waiver.

9.3. Subject to payment by the Hirer of the excess (clause 9.7) and except for the exclusions set out in clauses 9.4 to 9.5 and subsections thereof, if the Hirer has paid for the damage waiver, the Hirer shall not be liable to the Owner for any loss of or damage to the hired equipment or any consequential loss or damage incurred by the Owner and/or any third parties during the term of hire PROVIDED THAT the Hirer:

9.3.1. has at all times acted reasonably and with reasonable care;

9.3.2. has delivered to the Owner (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 of or damage to the equipment, including, in the case of any loss appearing to result from any criminal act, an applicable police complaint acknowledgement form; and

9.3.3. Rendered such assistance and done such other things as the Owner shall have reasonably required for the purposes of enabling the Owner to recover such loss or damage, including from any potentially responsible third party.

9.4. The damage waiver does not cover:

9.4.1. Theft of or criminal damage to equipment unless reasonably locked and secured;

9.4.2. Damage or loss due to misuse, abuse or overloading of the equipment or failure to take reasonable care of it, including any overloading of any motors or other electrical appliances or devices;

9.4.3. Damage caused to tyres and tubes by blowout, bruises, cuts, kerbing or other caused arising from the use of the equipment;

9.4.4. Loss or damage resulting from lack of lubrication or other normal servicing of the equipment;

9.4.5. Loss or damage of tools, digger buckets, accessories, grease guns, hoses and similar, electrical cords, welding cable, oxygen and/or acetylene bottles, pneumatic tools, steels and other similar accessories;

9.4.6. Loss or damage to plant where such loss or damage is due to any incident or accident involving(in any way) water;

9.4.7. Loss or damage to any equipment or items on which the damage waiver is not charged;

9.4.8. Loss or damage of the equipment arising from a breach by the Hirer of the conditions of the Contract; or

9.4.9. Loss or damage from the use of the equipment in violation of any statute, regulation or by-law.

9.5. In addition to the above, special conditions or exclusions may apply depending on the nature or location of the Hirer's use of the equipment and these will be notified to the Hirer prior to the equipment leaving the Owner's premises. Any breach of those special conditions will constitute a breach of the Contract.

9.6. The parties agree that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the exclusions in clauses 9.4 to 9.5 as if this clause 9 constituted a contract of insurance (notwithstanding that this clause 9 is not a contract of insurance).

9.7. **Excess**: Notwithstanding payment of the cost for the damage waiver, in the event of any loss, theft or damage to the equipment which is covered by the damage waiver, the Hirer must pay an excess charge. The excess will be an amount equal to 50% of the full replacement cost for the equipment, subject to a maximum of $5,000 plus GST for any one item of equipment, or as otherwise detailed in the Contract .

10. LIMITATION OF LIABILITY, INJURY OR DAMAGE TO HIRER, THIRD PERSON OR PROPERTY

10.1. In entering into the Contract, the Hirer acknowledges that the Owner has no liability to the Hirer for any direct or indirect or consequential loss or damage or for any loss of profit (or any other form of economic loss) arising in connection with the Contract (whether in contract or in tort) including that resulting from the negligence of the Owner, the use by the Hirer of the equipment, or arising by operation of law. Without limiting the foregoing, the Owner is not liable for any indirect or consequential loss or damage including any loss of profit or other loss

suffered by the Hirer, or liability incurred by the Hirer, as a result of the breakdown of any hired equipment,

however caused.

10.2. Subject to the exclusion of liability in clause 10.1 above, the maximum aggregate liability of the Owner for all claims made by the Hirer, whether as a result of any breach of the Contract or on any other ground or terms whatsoever (including liability as a result of tort, including negligence) will not exceed:

10.2.1. in the case of any equipment purchased by the Hirer, an amount of $2,500; and

10.2.2. in the case of any equipment hired, the lesser of the hire charges paid by the Hirer to the Owner pursuant to the Contract and three months' hire charges paid by the Hirer to the Owner pursuant to the Contract.

10.3. The Hirer will indemnify the Owner against any liability, losses, damages or expenses incurred or suffered by the Owner as a result of any claim made by a third person against the Owner in respect of any loss or liability arising from the Contract or arising out of the use of the equipment hired or purchased by the Hirer.

10.4. Nothing in the Contract affects the Hirer's rights under the Consumer Guarantees Act 1993. If the Hirer is acquiring or hiring the equipment for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 do not apply.

10.5. If the Hirer is purchasing equipment, then except as prohibited by law, all guarantees in respect of the equipment, whether express or implied, are excluded.

10.6. The Owner makes no warranty or representations as to the state, quality or fitness of the equipment for any purpose and no such warranty shall be implied. For the avoidance of doubt, no warranty shall be implied by the description of the equipment on the face of this form or by the provision of information relating to the proper operation and maintenance of the equipment. Any equipment sold is secondhand and is sold as is.

11. NOTICES

11.1. Notices shall be properly served on a person if delivered by hand or left at or posted in any prepaid letter addressed to that person at either the job address or any other address of the Hirer specified on the face of this Contract. Service by post shall be deemed to be effected on the second day after the day on which the notice was posted.

12. GENERAL

12.1. Headings are inserted for convenience and shall not affect the construction of the Contract. The singular includes the plural and vice versa. Persons include incorporated and unincorporated entities. Words implying one gender include the other. A reference to a clause or sub clause is a reference to a clause or sub clause hereof. A reference to Owner includes its servants, agents, successors and assigns. The word "including" do not imply limitation.

12.2. If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect under the law of New Zealand, that will not affect or impair the legality, validity or enforceability of any other provision of this Contract.

12.3. This Contract is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

13. PRIVACY ACT 1993

13.1. If the Hirer is an individual, this clause 13.1 applies. The Owner requires personal information and will collect and hold personal information about the Hirer, principally for the purpose of evaluating the hire of equipment by the Hirer. The Hirer's application to hire equipment may be declined or the hire terminated if the Hirer fails to provide requested personal information. The Hirer can access and seek correction of any personal information by contacting the Owner. 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 authorises the disclosure of personal information held by any other party regarding any previous hire contracts entered into by the Hirer. The Hirer agrees to the Owner releasing to other parties information regarding the Contract if the Hirer does not comply with its obligations.

13.2. The Hirer and each person who signs the Owner's Application for Credit authorises the Owner:

13.2.1. to collect, retain and use information about the Hirer or such other signatory from any person for the purpose of assessing the Hirer's or such other signatory's creditworthiness;

13.2.2. to disclose information about the Hirer or such other signatory:

13.2.2.1. to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to the Hirer's obligations to the Owner; and/or

13.2.2.2. to such persons as may be necessary or desirable to enable the Owner to exercise any rights under the Contract.