



PRO SERVICES CREDIT APPLICATION FORM Please email to admin@proservices.co.nz

Name of Applicant: _____

Trading Name: _____

Postal Address: _____

Street Address: _____

Hire Contact Name: _____

Mobile: _____

Business Phone: _____

How long in Business: _____

Nature of Business: _____

NZ Companies Office Number: _____

Person to contact for account queries: _____

Email: _____

Email address for Invoices-Statements _____

Accounts Ph# _____
No.: _____

Please tick appropriate box:

LIMITED COMPANY*

PARTNERSHIP*

SOLE TRADER

TRUST

(If in Limited, Partnership, or Trust, please give full names and addresses of all directors/partners & trustees)

Name: _____ **Address:** _____

Name: _____ **Address:** _____

Name: _____ **Address:** _____

TRADE REFERENCES (Nominate only businesses you have traded with for at least 6 months – exclude service accounts (e.g. Petrol, Telephone, Power

1. _____ Telephone: _____

2. _____ Telephone: _____

3. _____ Telephone: _____

Do you require (Insurance) Waiver? Yes No**

*** If NO, a letter is required from your insurer stating that hire equipment is covered by your policy. If neither Yes or No is indicated, then (INSURANCE) WAIVER will apply.*

Credit limit applied for: \$.....

Do you require order numbers? Yes No (Please tick appropriate box)

Written purchase order required? Yes*** *You will supply a written purchase order number at all times.*

I/We certify that I/We are authorised by the applicant to make this application and that I/We are empowered to bind the applicant to the terms and conditions of trading with PRO SERVICES a current copy of which is printed overleaf. I/We also permit PRO SERVICES to obtain credit information, as it feels necessary in relation to this application.

I/We further authorise you to furnish to any third-party details of this application and any subsequent dealings that I/We may have with you as result of this application being actioned by you

**If Partnership – all partners must sign. If Company, all directors must sign. If Trust, all Trustees must sign.*

Signature(s):	Printed Name(s):	Position Held:	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



TERMS & CONDITIONS OF HIRE

1. The Terms and Conditions set out below apply to the hire of all goods supplied by Pro Services (The Company). The Company is not bound to any variation to the Terms and Conditions unless recorded in writing and signed by a duly authorised officer of the Company. These are the entire terms and conditions of hire of all goods supplied by the Company and except as otherwise expressly agreed upon in writing between the parties, the terms and conditions herein shall apply notwithstanding any provisions to the contrary which may appear on any form or other document issued by any other party. In these terms and conditions: "The Hirer" means any party described on the Credit Application form and includes that Hirer's employees, agents, sub-contractors and invitees. "The Goods" means the equipment referred to on any invoice from the Company and forms the subject of this hire agreement and includes any accessories, replacements, additional or other goods which are supplied with the Goods at the time of hire of thereafter.
2. "Hire Period" means the period from delivery of the Goods by the Company to the address specified by the Hirer until the time of collection of the Goods by the Company. The Company will confirm to the Customer when it considers the Hire Period to be at an end by the issue of an "Off Hire" number.

GENERAL

3. All applications to hire are subject to these Terms and Conditions. A binding hire agreement containing these Terms and Conditions shall arise in respect of each application to hire placed by the Hirer with the Company when the Company issues an invoice or delivers the goods to the Hirer.
4. No quotation by the Company shall constitute an offer to hire.

TITLE

5. The title to Goods hired or otherwise made available to the Hirer is at all times reserved to Pro Services (The Company).

HIRE CHARGES

6. The Hirer will pay to the Company the Hire Charges applying at the time of hire in accordance with the terms of payment set out below, together with any additional payments invoiced or demanded by the Company to the Hirer in accordance with these terms and conditions including, but not limited to, charges for delivery, labour, maintenance, repair, replacement and collection of the goods, interest and solicitor/client costs of recovery in the event of default of payment by the Hirer.
7. Minimum hire of one week will apply to the following Fixed Scaffold, Rubbish Chute, Swinging Stage and Propping.
8. Hire rates include fair wear and tear only. When goods are returned in a condition other than when received by the Hirer, the Company may in addition to the Hire Charge, charge the Hirer for cleaning, reconditioning, renewing, repairing or replacing the goods where considered necessary by the Company.
9. Hire charges quoted do not include any duty, tax or levy. Where applicable, any such duty, tax or levy shall be borne by the Hirer.
10. Hire charges quoted are those applicable at the date of quotation. If the Company's standard Hire Charge for any of the goods increase after the date of quotation, the company reserves the right to invoice the Hirer at the revised prices without notice.

TERMS OF PAYMENT

11. Approved accounts strictly net, due for payment 20th of the month following the date of invoice.
12. In the event of any payment being in arrears for more than 30 days, the company may terminate the hire agreement without notice and without prejudice to any monies which may have become due and payable by the Hirer to the Company.
13. All charges payable by the Hirer to the Company not paid on the due date shall carry interest at the rate of 2.0%, compounding monthly.
14. Overdue accounts may be referred for collection and all costs incurred (including solicitor/client costs) will be added to the amount due.

DELIVERY

15. The Company will deliver the goods at the commencement of the hire agreement and collect the goods at the expiration (or earlier termination) of the hire agreement.
16. The Company is not liable to the Hirer for failure to deliver the goods on a specific date or within a specified time from receipt of order for hire.
17. The Hirer shall be responsible for receiving the goods on site. In the event of any shortage and/or damage to the goods prior to delivery, the delivery docket must be endorsed by the Hirer at the time of delivery specifying such shortage and/or damage and immediately notify the Company.

WARRANTIES & EXCLUSIONS

18. The Hirer warrants that he/she/it:
 - a. has truly represented the payment of the full amount of the deposit;
 - b. is not a convicted person, an undischarged bankrupt, or if a company, insolvent within the meaning of the Companies Act 1993 (or amendments thereto);
 - c. will keep the goods within the Hirer's control;
 - d. will not alter the goods or any identifying number or mark thereon;
 - e. will not remove the goods from the Hirer's premises or the address to which they were delivered without the written consent of the Company;
 - f. will maintain and keep the goods in full working order from the date of delivery to the date of collection of the goods by the Company;
 - g. will not part with possession of the goods;
 - h. will produce/make available the goods for inspection at any time when requested by the Company;
 - i. will notify the Company of any change in his/her/its address for service of any notice if the same changes during the course of the hire agreement.



19. Nothing in these terms and conditions shall be construed or deemed to be an express warranty or condition by the Company as to the quality, fitness or suitability of the goods hired and all implied terms, conditions or warranties statutory or otherwise are hereby excluded to the event permitted by law.
20. The Hirer agrees to inspect the goods prior to delivery and to ascertain that they are fit for the use for which they are required by the Hirer; acceptance of delivery of the goods by the Hirer shall be deemed to be conclusive evidence of inspection and approval of the goods.
21. To the extent that any warranty is implied into this agreement which cannot be excluded by law, or for the breach of any term of this contract for which liability is not lawfully excluded, the Company hereby limits its liability for any such breach to the resupply of the hire service.
22. The Company will not be liable for any loss or damage (including consequential loss or damage) suffered by the Hirer as a result of any breakdown or non-performance of the goods during the period of hire.

REPOSSESSION OF GOODS

23. The Hirer agrees that;
 - a. if any false statement has been made in relation to the hire agreement; or
 - b. if any deposit referred to on the agreement is not paid in full; or
 - c. of any default is made or breach is committed in relation to this agreement or it is terminated for any reason; or
 - d. if the Hirer commits any act of bankruptcy, is subject to execution or distress or, being a company, goes into receivership or liquidation; or
 - e. being a natural person, is declared insane then in any such event, the Company will be immediately entitled to possession of the goods and may repossess them without notice and with the use of force.

REPAIR & MAINTENANCE OF GOODS

24. The Hirer agrees that should any goods require general maintenance shall be effected only by the Company or its duly authorised agent at the cost of the Owner.
25. The Hirer is responsible for;
 - a. any damage to the goods by any party other than the Company; whether malicious, negligent or accidental;
 - b. the cost of repair or replacement of any goods which have been modified or altered in any way by any person other than the Company.
 - c. the repair or replacement of the goods where any action by the Hirer or any person other than the Company invalidates any warranty for the equipment given to the Company by its manufacturer or supplier and the Hirer will pay to the Company in relation to repair or replacement of the goods and any other loss suffered by Company.
26. In the case of damage, the full cost of repairs to restore the equipment to the condition it was in at the time of hire;
 - a. 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
 - b. in addition to the costs set out in clause 26 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

FORCE MAJEURE

27. The Company shall not be liable for any failure or delay to supply, deliver or collect the goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of the Company including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

INDEMNITY

28. The Hirer indemnifies the Company in respect of any claim for loss or damage including but not limited to lost revenue and or consequential losses, and any claim for personal injury whether such claim is made in contract, tort (including negligence) or on any other basis whatsoever, including any breach of any legislation, arising out of or in any way related to the use of the goods by the Hirer and the Hirer hereby warrants that the Hirer holds insurance to cover the Hirer's liabilities arising from or relating to the use of the goods.
29. The Hirer indemnifies the Company against the destruction or loss of the goods by any means or for any reason whatsoever, including lawful confiscation.

INSURANCE

30. The goods shall be at the sole risk of the Hirer from the time of delivery by the Company until collection by the Company. The Hirer will effect replacement insurance in the joint names of the Hirer and the Company against loss or damage however caused, and will provide proof of such insurance to the Company upon request.

ACCESS TO SITE

31. The Hirer will allow the Company at its request, to enter the premises of the Hirer or provide access to any site, building or location under the control of the Hirer where the goods are situated for the purpose of inspection, maintenance or repossession of the goods. If the Hirer is not the owner of the site, the Hirer warrants that it has the authority to permit such entry to the Company.

RETURN OF GOODS

32. When goods are collected by the Company the returned goods will be counted on site for quantity and upon arrival in the Company's yard such goods will be checked for both quantity and condition. In both cases the check in the Company's yard for quantity and condition will be the only legal proof of the quantity and condition of goods returned.
33. In all cases the Company will be responsible for collection of goods to be returned.
34. No returns will be actioned on weekends or public holidays or after 5pm Monday to Friday.

35. Upon the expiration of the Hire Period (evidenced by the issue of an off hire number by the Company to the Hirer) the Company will use its best endeavours to collect the goods from the Hirer within two working days from the end of the Hire Period.
36. The obligations of the Hirer under this agreement shall not cease upon notification by the Company to the Hirer of an off hire number. The Customer acknowledges that the rights of the Company herein shall continue until such time as the Company is satisfied that the provisions of Clause 30. hereof have been complied with.

LOST GOODS

37. Where goods are not returned to the Company or where the Company receives notice that the goods have been lost or where after reasonable notice from the Company the Hirer does not produce all or part of the goods, such goods shall be treated as "Lost Goods". The Company may invoice the Hirer for the lost goods at the standard sale price at the date of the invoice and the Hirer will pay the invoice immediately upon demand. Until such sum is paid Hire Charges will continue to accrue for the lost goods.

NO LIEN OR CHARGE

38. The Hirer is prohibited from creating any lien or charge over the goods or pledging the credit of the Company.

PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

39. 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 The Hirer agrees that the hire of the equipment may, and that the acquisition of the equipment does, create a security interest in the equipment to secure the full payment of all moneys payable to the Owner and the performance by the Hirer of all of its other obligations to the Owner. If the Contract (including these Trade Conditions) constitutes a security interest, this document constitutes a security agreement for the purposes of the PPSA and the provisions of clauses 8.3 to 8.5 apply. Unless otherwise defined in the Contract (including these Trade Conditions), all terms in this clause 8 have the meaning given to them 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 Trade 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 Owner may allocate all amounts received by the Hirer in any manner it determines including any manner required to preserve any purchase money security interests in the equipment. 8.5 The Hirer will pay to the Owner all fees and expenses incurred by the Owner in relation to the filing and maintenance of a financing statement in connection with the Contract. 8.6 The Hirer waives its rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133 and 148 of the PPSA. 8.7 Nothing in this clause 8 affects the Owner's rights as an unpaid seller in relation to equipment purchased from the Owner.

PERSONAL PROPERTIES SECURITIES ACT 1999 (PPSA)

40. To the extent that the hire or supply of Goods creates a security interest within the meaning of PPSA the following provisions will apply:
 - a. On the request of the Company the Hirer shall promptly execute any documents, provide any information which the Company reasonably requires and do anything else required by the Company to ensure that the company may complete a financing statement or a financing change statement;
 - b. The Hirer waives the right to receive a copy of a verification statement;
 - c. The Hirer acknowledges that pursuant to section 105 of PPSA, Part 9 does not apply.

DAMAGE WAIVER

- 40.1 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.
- 40.2 If the Hirer has not purchased the damage waiver, clause 9.3 applies. If the Hirer has purchased the damage waiver, clauses 9.4 to 9.7 apply.
- 40.3 The Hirer hires the equipment at the Hirer's own risk and indemnifies the Owner against: (a) any loss of or damage to the equipment; and (b) any consequential or indirect loss incurred by the Owner as a result of any loss or damage to the equipment.
- 40.4 Subject to the exclusions set out in clause 40.5 The Hirer shall not be liable to the Owner for any loss of or damage to the hired equipment during the term of hire PROVIDED THAT the Hirer:
 - (a) has at all times acted reasonably and with reasonable care;
 - (b) 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;
 - (c) has 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.
- 40.5 **EXCLUSIONS: THE DAMAGE WAIVER DOES NOT COVER:**
 - (a) theft of or criminal damage to equipment unless reasonably locked and secured;
 - (b) 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);
 - (c) damage caused to tyres and tubes by blowout, bruises, cuts, kerbing or other causes arising from the use of the equipment;
 - (d) loss or damage to the hired equipment resulting from lack of lubrication or other normal servicing of the equipment;

- (e) 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;
- (f) loss or damage to the hired equipment where such loss or damage is due to any incident or accident involving (in any way) water;
- (g) loss or damage to any equipment or items on which the damage waiver is not charged;
- (h) loss or damage of the equipment arising from a breach by the Hirer of the conditions of the Contract; or
- (i) loss or damage due to the Hirer's breach of any special conditions or exclusions notified to the Hirer
- (j) loss or damage from the use of the equipment in violation of any statute, regulation or by-law.
- (k)) ny consequential loss or damage incurred by the Owner/ and or any third parties.

- 40.6 The parties agree that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the exclusions in clause as if this clause 40 constituted a contract of insurance (notwithstanding that this clause 40 is not a contract of insurance).
- 40.7 Excess: The Hirer must pay an excess charge before the damage waiver covers the loss of or damage to any equipment. The excess is 50% of the market value of the equipment (**up to a maximum of \$5,000**) plus GST for any one item of equipment, or as otherwise agreed between the parties and detailed in the Contract Details.

WAIVER

41. No waiver by the Company of any breach of this hire agreement shall be deemed a waiver of any continuing or recurring breach. The Company's rights are not affected by any waiver or indulgence granted by the Company.

CONSUMER GUARANTEES ACT 1993 (CGA) AND CREDIT (REPOSSESSION) ACT 1997 (CRA)

42. Where this agreement would otherwise be subject to the provisions of the CGA and or the CRA and where such supply is a supply for business purposes, the Hirer agrees that the goods are supplied by the Company to the Hirer for business purposes in terms of sections 2 and 43 of the CGA and section 42 of the CRA and that the provisions of the CGA and CRA do not apply to the supply of goods for hire to the Hirer hereunder. The Hirer is not a consumer for the purposes of these Terms and Conditions.

PRIVACY ACT 1993

43. The Hirer authorises any person or company to provide the Company with information in response to the Company's credit enquires and authorises the Company to make such enquiries. The Hirer further authorises the Company to furnish to any third party details of this agreement and any subsequent dealings that the Hirer may have with the Company.

SERVICE OF DOCUMENTS

44. The Hirer agrees that service of any notices or Court documents my be effected by forwarding the same by pre-paid post , facsimile or personal delivery to the last known address of the Hirer.

GOVERNING LAW

45. This agreement will be governed by and construed according to the laws of New Zealand.

I / We have read, understood and agreed to the above Terms and Conditions relating to Pro Services

Signature (s) _____ Print Name _____ Date: _____

Signature (s) _____ Print Name _____ Date: _____

