

## Quick Summary

### Insurance

Insurance cover is included in the rental charge for the equipment.

Our standard insurance cover provides the following:

- \$750.00 excess
- Cover only for accidental damage or loss
- No cover for misuse or negligence, operation of the equipment in a manner other than for which the equipment was intended, use of the equipment during a period other than specified in the rental contract, fraud or theft

### Hire Charges

- Hire charges are payable in advance. Payment for the Equipment is to be made in full by credit card debit which will be refunded upon return of the Equipment less the cost of hire and any other charges arising under the Owners Terms and Conditions.
- Hire charges are calculated per day based on our hire times, from time of collection or dispatch of equipment to date of safe return.
- Hire times are 3, 7, 10 or 14 days. 3 day hire is available in Auckland only.
- Equipment may be collected after 1pm on the first day of the hire period, and must be returned before 11am on the final day of the hire period. If the return date falls on a Sunday or Public Holiday the return date will be the next working day.
- The Owner reserves the right to alter its hire charges without notice.
- Cancellation fees will apply if no notice is given within 24 hours of the first day of rental. Cancellation fees are 1/3 of the 3 day hire rate.
- Late fee penalties are calculated at standard rental fee rates (3 day rate for every 1-3 days late).
- We do not do half day rates.
- If at the end of the rental period the Hirer decides to purchase the same equipment new or second hand from Progear Ltd, we will invoice the final cost less one 3 day rental payment. Purchase and full payment must be made within 7 days of gear return for this credit to apply. Credit does not include any courier or delivery charges.

### Hire Inclusions

- All hired Equipment is supplied with a protective carry case.
- Cameras will be supplied with 2x batteries, and 1x battery charger. The Customer shall provide their own memory card.
- Lenses will be supplied with 1x clear filter.

## Bond

- New Customers who are unable to register in person and customers who are not New Zealand citizens or permanent residents will be required to pay a bond equal to the value of the equipment hired.
- For registered Customers with whom the Owner agrees to trade on account, no bond is required however all rental invoices must be paid in full before or upon pick up.

## Registration

- To become a registered Customer you will need to complete a credit application to the satisfaction of the Owner and provide proof of identity and register in person or in the presence of a Justice of the Peace.
- Proof of identity can be provided by a NZ passport or foreign passport with New Zealand Resident or Permanent Resident Visa, credit card in the Hirer's name, and proof of address.
- Account holders are responsible for all equipment hired.
- Equipment may not be hired on behalf of anyone else.
- If hiring on behalf of a company you must be an authorised person or director of the company.
- A bond will be required in the event satisfactory proof of identity is unavailable.
- Credit cards will not be accepted for payment unless payment is completed in store.

## Courier Delivery

- **IMPORTANT:** If you are renting outside of Auckland or need to have gear posted, you will need to factor in shipping time to and from your location when choosing your rental period. If you have not allowed enough time for shipping we may need to extend your rental period at an additional cost.
- Courier fees are payable in full before dispatch.
- No Rural Delivery addresses will be accepted.
- Delivery and collection is at the Customers risk and expense.
- The Owner shall have absolute discretion as to the mode of delivery.

## Right to Decline

- The Owner reserves the right to decline any application to hire Equipment in its sole discretion and shall not be required to give any reason for its decision.

## TERMS AND CONDITIONS

### 1.0 Definitions

“Contract” means the contract for hire of Equipment detailed elsewhere between the Owner and the Hirer and these terms and conditions.

“Hirer” means the party hiring (or any person acting on behalf of and with the authority of the hirer) who hires goods from the Owner and “Customer” has a corresponding meaning.

“Equipment” means equipment including but not limited to photographic equipment supplied by the Owner to the Hirer and includes any supply for Services.

“Owner” means Progear Limited.

“Services” means any services supplied by the Owner to the Hirer including any advice or recommendations.

### 2.0 Hirer’s Obligations

- 2.1 The Hirer shall take proper and reasonable care of the Equipment (including keeping the Equipment locked and secured when not in use) and return it to the Owner at the end of the hire period in the same order and condition as at the commencement of the hire (fair wear and tear excepted).
- 2.2 Hirers must not remove, deface or obscure any marks of identification, registration or ownership on the Equipment.
- 2.3 Equipment will remain the responsibility of the Hirers at all times until return of the Equipment is accepted by the Owner, regardless of whether the Equipment is outside the paid hire period.
- 2.4 The Hirer grants the Owner, the Owner’s agents and employees an irrevocable right and authority to enter the place where the Equipment is to be used or located for the purposes of delivery and removal.
- 2.5 The Hirer shall not without the Owner’s prior written consent agree, attempt, offer to sell, assign, sublet, lend, pledge, bail, let on hire or otherwise part with or attempt to part with personal possession of the Equipment or otherwise deal with the Equipment or any part of it.
- 2.6 The Hirer acknowledges that the Owner is unable to guarantee, supply of all or any of the Equipment to be supplied and that it shall not be liable to the Hirer or to any other person for any loss or damage caused by any delay in delivery however that delay is caused.

- 2.7 The Hirer acknowledges and agrees that the Owner will not be liable for any costs relating to delays where the Equipment is out of service during the term of the hire including but not limited to delays as a result of damage to or defect in the Equipment.
- 2.8 The Hirer acknowledges that the Equipment is hired relying solely on the Hirer's skill and judgment and not as a result of any advice, inducement or representation made by the Owner.
- 2.9 The Hirer agrees to indemnify the Owner against all claims and loss of any kind caused or arising in connection with the Equipment or Services.

### **3.0 Hire Period**

- 3.1 The hire period begins when the Equipment leaves the Owner's premises and runs until the Equipment is either returned to the Owner at the place of hire, is removed by the Owner or the contract is terminated.

### **4.0 Return of Equipment**

- 4.1 The Equipment must be returned in the same order and condition as supplied by the Owner, fair wear and tear accepted.

#### **5.0 Damage or Loss of Equipment**

- 5.1 Where Equipment is damaged or lost in circumstances not covered by the Owner's insurance policy the cost of repairs or the value of the Equipment will be charged to the Hirer.
- 5.2 Whereas as a result of damage, Equipment is required to be out of service for a period of more than 2 days, the Hirer will reserve the right to charge for hire at a rate of 2/3 the agreed rental until the Equipment is operational.

### **6.0 Defective Equipment**

- 6.1 The Hirer must report any defect in the Equipment to the Owner immediately and the Equipment must not be used until the defect has been remedied.
- 6.2 If the Hirer fails to immediately advise the Owner of any defect the Equipment will be deemed to have been delivered in good order and without defect.

## 7.0 Consumer Guarantees Act 1993

- 7.1 Nothing in these terms affects or attempts to exclude in any way the Hirer's rights under the Consumer Guarantees Act 1993.
- 7.2 If the Hirer is in trade (within the meaning of the Consumer Guarantees Act 1993) the Owner and the Hirer confirm, acknowledge and agree that the statutory guarantees and implied terms, covenants and conditions contained in the Consumer Guarantees Act 1993 do not apply.
- 7.3 It is not intended that these terms and conditions will be either a Consumer Credit Contract or a Consumer Lease for the purposes of the Credit Contracts and Consumer Finance Act 2003.

## 8.0 Right to Terminate

- 8.1 The Owner may terminate the contract of hire with immediate effect if:
  - (a) The Hirer fails to comply with any material term of the Contract;
  - (b) The Owner believes on reasonable grounds that hired 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 or cost in connection with the equipment under this contract;
  - (c) The Hirer becomes insolvent including the appointment of the receiver, manager, trustee and administration, liquidator or other like person over the whole or any part of the Hirer's assets or business.
- 8.2 Upon termination of this contract, the Hirer shall immediately deliver up the Equipment to the Owner and pay to the Owner:
  - (a) All hire charges and other moneys due to the Owner at the date of termination;
  - (b) The balance of all hire charges yet to accrue from the date of termination to the expiry of the term of the contract discounted for early payment by such amount as the Owner in its sole discretion allows.
- 8.3 Termination of the Contract by the Owner is without prejudice to any rights of the Owner may have under this contract.

## 9.0 Privacy Act 1993

9.1 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 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.

9.2 The Hirer authorises the Owner:

- (a) To collect, retain and use information about the Hirer from any person for the purpose of assessing the Hirer's credit worthiness; and
- (b) To disclose information about the Hirer to:
  - (i) any person who guarantees or provides insurance or provides any other credit support in relation to the Hirer's obligations to the Owner and or;
  - (ii) to such persons as may be necessary or desirable to enable the Owner to exercise any rights under the contract.