

CARLTON PARTY HIRE

WHERE ALL SUCCESSFUL FUNCTIONS BEGIN

Confidential Credit Account Application

Name of Applicant: _____

Trade Name (If different to Applicant): _____

Postal Address: _____

Physical Address: _____

Telephone Number: _____ Fax Number: _____

Business Details

Type: _____ Years in Business: _____
(E.G. Sole Trader, Company, Partnership, if other please state)

Principals Details:

	Full Name	Position Details	Address
1			
2			

Trade References

	Business Name	Phone Number	Address
1			
2			
3			

Terms and Conditions of Sale: Full Terms and Conditions on Attached Form

Payment: Payment in Full by the 20th of the Following Month

Credit Limit Required: \$ _____ Purchase Order Number Required: Yes / No

Accounts Contact: _____ E-Mail Address: _____

I/We hereby declare that the above information is true and correct.

Name: _____

Position: _____ Email Address: _____

Signed: _____ Date: _____

Personal Guarantee:

To: Carlton Party Hire Limited, a duly Incorporated Company having its Registered Office in Auckland.

I/We _____ of _____
(Full Name) (Company Name)

Hereby personally guarantee payment of all monies presently owing or to become due by the 20th of the Following Month to Carlton Party Hire Limited for all Goods and Services Supplied. I/We have read and understood the Attached Terms and Conditions of Hire. In consideration of the supply of Goods and Services by Carlton Party Hire Limited, I agree to be bound in all respects as a Principal Debtor notwithstanding any prior demand which may have been made to this or any other of the Aforesaid Companies.

1. Delivery and removal of equipment: The Hirer authorises the Owner to bring its vehicle onto his property to deliver and to recover the equipment at the end of hire. The Owner shall not be responsible to the Hirer nor third parties for any damage that may be done to driveways or underground services by any reason of the weight of the vehicle. Collection and Delivery requirements to be requested at time of ordering. All cartage charges are to be paid by the Hirer. Equipment must be packed up, ready for loading, and assistance rendered to the Owner's driver if more than one person is required to load it. Client is still responsible for equipment until picked up from site by Carlton Party Hire Limited.

2. Hire Period: Hiring commences from the date shown on the face of this form which is the date the equipment leaves the Owner's store. The hiring shall terminate on the date stated by the Hirer on the face of this form. By that date the equipment is to be delivered back into the Owner's store either by the Hirer or following collection by the Owner's vehicle at the Hirer's request.

3. Owners right to Hire: (a) The Owner may terminate the hire at any time without reason by giving the Hirer 48 hours written notice. Such notice may be given either by personal delivery or by post to either the job address or any other address of the Hirer specified on the face of this agreement. In the case of notices posted to the Hirer the period of notice shall commence to run from the time at which the notice would have been delivered in the ordinary course of the post. The Owner shall not be responsible to the Hirer for any loss arising as a result of such termination. (b) Notwithstanding termination of the hire the Hirer shall be obliged to pay the Owner a sum equivalent to hire fees at the rate specified herein in respect of any period from the date of termination of the hiring until the equipment is actually returned to the Owner's store.

4. Hiring Charges: Equipment is hired on daily, weekly and monthly rates. In the absences of special arrangements to the contrary equipment is hired on a daily rate. The minimum charge for any hiring will be the rate for one day irrespective of the length of hire. All Reservations/Contracts are subject to Carlton Party Hire Limited Terms and Conditions of Hire whether or not this document has been signed.

5. Payment: (a) Unless the Hirer operates a credit account with the Owner, payment is required before hiring commences. This payment will consist of the estimated total charges and an appropriate bond refund will be made to the Hirer on returning the equipment in good order and condition. Should total charges exceed the amount of the bond the balance is payable by the Hirer promptly on return. (b) The Hirer by accepting the goods or services agrees to the terms and conditions as laid down by the Owner and agrees to pay any costs of collection and all legal fees incurred by the Owner in the event of legal action becoming necessary. (c) Where the Hirer operates a credit account with the Owner payment is due on the twentieth day of the month after the date of invoice. Where payment is not made by the due date, the Owner reserves the right to charge default interest at the rate of 5% above its overdraft rate. The Owner reserves the right to suspend the Hirers Credit Facility for non payment. The Hirer by accepting the goods or services agrees to the Terms and Conditions of Hire as laid down by the owner and agrees to pay any costs of collection and all legal fees incurred by the Owner.

6. Care of Equipment and Breakdowns: (a) The Hirer shall take proper care of the equipment and shall indemnify the owner against any damage or loss or from theft. The Hirer must reimburse the owner in full for any damage or loss immediately upon termination of hire. (b) The Hirer warrants that he is competent and qualified to use the equipment in the way or which it is designed. (c) Breakdown resulting from misuse shall not in any circumstances shorten the period of hire. (d) It is the Hirers responsibility to satisfy himself that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements. (e) The equipment does not purport to be new stock or equal to new, but when sent out all items are understood to be in good condition and fit for normal use. (f) The Owner is not liable for any loss suffered by the Hirer or liability incurred by the Hirer as a result of the breakdown of the equipment howsoever caused. In the event of breakdown the Hirer must immediately notify the Owner by telephone.

7. Injury or Damage to Hirer or Third persons or Property: The Hirer shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner against any claim by a third person in respect of any loss, injury or liability arising from this hiring or arising out of the use of the equipment hired by the Hirer.

8. No assignment of hire agreement: The hirer shall not sublet the equipment to any other person but this shall not prevent employees of the hirer using the equipment in conformity with this agreement.

9. No warranties by owner: 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 by the description of the equipment on the face of this form. All implied warranties and conditions as to the state, quality, or fitness of the equipment for any purpose are hereby excluded.

10. Damage Waiver: The waiver shall apply to all hire products where a damage waiver has been charged. The waiver will exclude the hirer from liability in the following circumstances

- 1) Incidental damage which requires minor repair.
- 2) Loss by theft from a secured site. In this event the hirer must prove that all possible reasonable care has been taken. The customer must immediately notify Carlton Party Hire Limited of loss and complete a police report.
- 3) Damage as a result of fire, storm and earthquake.
- 4) Damage as a result of a third party accident.

The waiver shall **not** apply to:

- 1) The loss of hire equipment either through Full or partial destruction of hire product, Loss of hire product completely or partial loss, Non return of product within hire period, Negligence or want of care, Malice or any deliberate act
- 2) Consumable products: (a)Glassware (b) Crockery (c)Cutlery

11. The person signing this document for and on behalf of the Hirer (if not personally the Hirer) warrants that he has the authority of the Hirer to make this contract on the Hirer's behalf and that he is empowered by the Hirer to bind the Hirer to this agreement. The person so signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the agreement failing to have such power of authority.

12. The Hirer shall forthwith on request by the Owner advise the Owner of the whereabouts of the equipment and allow the Owner or its agent or servants reasonable time to inspect and test the equipment and for such purposes the Hirer hereby gives irrevocable leave and licence to the Owner its servants and agents to take possession of the equipment remove the same and to enter upon any premises where the equipment or any of the same or any part thereof may be.

13. In the case of a person entering into this contract in a private capacity as Hirer, the Hirer by entering into this contract hereby authorises the disclosure of personal information regarding their creditworthiness by any other party to the Owner and that this personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer has rights of access to and correction of personal information contained in this contract subject to the provisions of the Privacy Act 1993.

14. Cancellation Fee: In the event of cancellation by the Customer Carlton Party Hire Limited retains the right to charge a cancellation fee equivalent of costs incurred by Carlton Party Hire Limited.

15. Quotation: Where a quotation is given by Carlton Party Hire Limited for goods and services: The quotation shall be valid for thirty (30) days from the date of issue and The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary. Where goods and services are required in addition to the quotation the customer agrees to pay for the additional cost of such goods and services. A deposit is required on confirmation of order.

16. Return of Equipment: The Hirer or his authorised agent must be present when the owners staff check the equipment back into the possession of the owner. If the hirer fails to be present he shall not be entitled to subsequently dispute the amount of, or condition of, the equipment recorded in writing as returned by the owner at the time of return.

17. Disputes: No claim relating to goods and services will be considered unless made within seven (7) days of completion of goods and services.