

PalmyAG Equipment Hire Terms and Conditions

Definitions

- **"Equipment"**: Refers to any equipment hired by the Customer from PalmyAG, including but not limited to a Tip Trailer, Manure Spreader, or Silage Wagon.
- **"Customer"**: The person or entity hiring the Equipment from PalmyAG.
- **"Hire Period"**: The agreed period during which the Equipment is hired, as specified in the Hire Schedule.
- **"Hire Schedule"**: The document detailing the terms of the hire, including the description of the Equipment, Hire Period, and charges.
- **"PalmyAG"**: The company providing the Equipment for hire.

PalmyAG Obligations

PalmyAG will:

- Supply the Equipment in clean, safe, and operational condition.
- Allow the Customer to use the Equipment for the agreed Hire Period.
- Provide operation and safety instructions as well as an instruction manual to be read by the customer before operation of the machine.
- Collect the Equipment upon request, if a pick-up service has been agreed upon.

Customer Obligations

The Customer agrees to:

- Return the Equipment in the same condition it was hired, excluding normal wear and tear.
- Clean the Equipment thoroughly before returning it. Failure to clean the Equipment adequately will result in additional cleaning charges. This is especially important for the Manure Spreader, ensure underneath the floor is also changed.
- Seek approval from PalmyAG for any extension of the Hire Period before it expires.

Hire Charges and Payments

Hire Charges: The Customer agrees to pay the hire charges as detailed in the Hire Schedule.

- **Additional Charges:** If applicable, the Customer will also be responsible for additional charges such as:
 - Excessive cleaning fees.

- Repair or replacement costs for damage caused during the Hire Period (excluding normal wear and tear).
 - Late return fees if the Equipment is not returned within the agreed Hire Period.
 - Costs for any additional services provided by PalmyAG, such as delivery or collection.
- **Payment Method:** The Customer authorises PalmyAG to deduct any outstanding charges from the credit card provided or charge their account.

Use of the Equipment

The Customer must:

- Operate the Equipment safely and only for the purposes for which it is designed.
- Not sublet, hire, or lend the Equipment to any third party without written consent from PalmyAG.
- Not tamper with or modify the Equipment in any way.
- Immediately cease operation of the Equipment and notify PalmyAG if any mechanical attention is needed.
- Manual to be read and understood by all users before use.

Liability and Insurance

- **Damage:** The Customer is liable for any damage caused to the Equipment during the Hire Period, except for normal wear and tear.
- **Third-Party Liability:** The Customer is responsible for any injury or damage to third parties caused by the use of the Equipment during the Hire Period.
- **Insurance:** It is the Customer's responsibility to ensure adequate insurance is in place to cover any liabilities related to the use of the Equipment.

Damage and Excessive Cleaning

- Any damage or loss beyond normal wear and tear must be reported to PalmyAG immediately. Repair costs will be assessed and discussed with the customer before deciding if a charge will be incurred.
- Excessive cleaning (beyond a standard wash) will result in additional fees. This may include, but is not limited to, removal of mud or debris.

Termination of Hire

- PalmyAG reserves the right to terminate the hire agreement if the Equipment is used in a manner inconsistent with its manual instructions or if in the case of manure spreaders, rocks, concrete etc are being put through it, or if the Customer fails to make required payments.
- Upon termination, PalmyAG may collect the Equipment from the Customer's premises at the Customer's expense.

Return of Equipment

- The Customer must return the Equipment to PalmyAG's designated location by the end of the Hire Period, unless otherwise agreed.
- Late returns will incur additional charges.
- All equipment hired by PalmyAG to the customer under this agreement shall remain the property of PalmyAG.

Dispute Resolution

- Any disputes relating to this hire agreement should be raised promptly and will be handled in accordance with New Zealand law.
- Both parties agree to attempt to resolve disputes amicably before considering legal action.

Governing Law

- These Terms and Conditions are governed by New Zealand law, and any disputes will be handled in the courts of New Zealand.

Agreement Acknowledgment and Signatures

By signing below, the Customer acknowledges that they have read, understood, and agree to be bound by the Terms and Conditions of this Equipment Hire Agreement as set by PalmyAG. The Customer also acknowledges that they have received a copy of this agreement and that it will be kept with them throughout the Hire Period.

PalmyAG (The Operator)

Name of Authorised Representative: _____

Title: _____

Signature: _____

Date: _____

Customer (The Hirer)

Name: _____

Company Name (if applicable): _____

A/c No or Credit Card number _____

Trained and Manual received: _____

Address: _____

Phone Number: _____

Email: _____

Signature: _____

Date: _____

Agreement Schedule