

## Terms & Conditions

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 Veni Vidi Vici 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. Owner's 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 absence 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 Veni Vidi Vici 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 Hirer's 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
  - a. Incidental damage which requires minor repair.
  - b. 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 Veni Vidi Vici Limited of loss and complete a police report.
  - c. Damage as a result of fire, storm and earthquake.
  - d. Damage as a result of a third party accident.
  - e. The waiver shall not apply to 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
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, Veni Vidi Vici Limited retains the right to charge a cancellation fee equivalent of costs incurred by Veni Vidi Vici Limited.
15. Quotation: Where a quotation is given by Veni Vidi Vici 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 owner's 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.

## PRIVACY POLICY

Protecting your privacy is very important to us at Veni Vidi Vici Ltd and we ensure that we comply with the New Zealand Privacy Act. We only collect the personal information that you choose to provide and will only use this information to process your orders efficiently and to help you have an enjoyable shopping experience.

We guarantee that your information will never be sold, rented or shared with any other company, organisation or third party.

We do, from time-to-time, offer special promotions only to those who have registered or purchased through our site. In order to take advantage of our special offers, we encourage you to join our mailing list, which can be done through our home page; you'll receive email updates no more than once per fortnight and every email will have a link at the bottom so that, with one click, you can automatically remove yourself from our database.

## SECURITY

All online purchases with Veni Vidi Vici Ltd take place in a secure environment utilising the latest security technology.

Online orders are processed using the secure DPS Payment Page. Your card is authorized and debited in real time, in an SSL secure environment.

DPS is committed to protecting the security of your data and uses a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure. The personal information you provide is stored in computer servers with limited access that are located in controlled facilities secured by the latest in surveillance and security technology. When we transmit sensitive information (such as a credit card numbers) over the internet, we protect it through the use of encryption.

## PART TWO

### Health And Safety Policy Statement

Veni Vidi Vici Ltd policy is to ensure excellence by encouraging and promoting the best practises to provide and maintain a safe and healthy work place.

Accident prevention and the safety of employees, visitors and other persons not in our employment is a vitally important issue for our Health and Safety System which has been compiled with this in mind.

The systems we have put in place will identify any substandard practices and conditions and will provide policies to correct these. It will specify arrangements for identifying hazards which will be identified, analysed and appropriate controls implemented.

Significant Hazards as defined in the Health and Safety in Employment Act 1992 will be eliminated whenever practicable or if impracticable isolated or minimised by controls.

Our systems also ensure all accidents are recorded and investigated to determine the causes so that corrective steps can be taken to prevent a recurrence. Our staff training policy will ensure all new and existing staff are trained for all tasks undertaken by them.

We have put in place adequate preparations for emergencies and all employees will have the opportunity to be fully involved in the development of procedures to control hazards and deal with emergencies. In return Veni Vidi Vici Ltd expects employees to:

- Take reasonable care for their own health and safety and others who may be affected by their actions or omissions during employment.
- Co-operate fully with Veni Vidi Vici Ltd in ensuring the discharge of its duties in all matters of health and safety.
- Use and respect the safety equipment provided.

Our systems are audited regularly to ensure standards are continually maintained and improved. With support from management, and with staff who are committed to safe work methods, these practises will ensure Veni Vidi Vici Ltd provides a safe and health work environment for everyone.

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Veni Vidi Vici Ltd  
General Manager