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| Midgley Developments Limited  50 Foundry Road, Silverdale Auckland 0932 | |
| **HIRE AGREEMENT** | |
| Date: | Job No: |
| **CUSTOMER** | |
| Customer Name: | Account Number: |
| Company Number: | P/O No: |
| Postal Address: | Phone: |
| **BILL TO (IF DIFFERENT TO CUSTOMER)** | |
| Bill To: | Detail/Account No.: |
| Address: | Email: |
| **SITE** | |
| Site: | Ordered By: |
| Address: | Mobile Number: |
| City: | Email: |
| **INSURANCE** | |
| The Customer to insure in accordance with the Terms and Conditions.  (Maximum excess $5,000.00 unless agreed otherwise in writing by Midgley, Certificate of Currency form must be attached) | |
| **AGREEMENT TO HIRE EQUIPMENT** | |
| By Midgley Maintenance Limited (**Midgley**) providing this Hire Agreement to the Customer, and the Customer signing below and returning a copy to Midgley, Midgley agrees to hire, and the Customer agrees to take on hire, the equipment described in Schedule Two (**Equipment**) for the term described in Schedule One, on and subject to the applicable Terms and Conditions (as defined below) and as set out in Schedule One and Schedule Two.  The terms and conditions applicable to this Hire Agreement (**Terms and Conditions**) are as follows:   1. Where the Customer has at any time signed an Account Application Form with the Midgley Group and that Account Application Form remains in effect, then the hire of the Equipment is on and subject to the terms and conditions that apply to the Account Application Form. For avoidance of doubt, the Customer is deemed to be the ‘Account Holder’ and the Equipment is deemed to be ‘Goods’ for the purpose of the Account Application Form. 2. In all cases other than as described in 1 above, the hire of the Equipment is on and subject to the terms and conditions set out in the Midgley Maintenance Agreement Terms and Conditions. By signing below, the Customer acknowledges that they have received, read and agree to the Midgley Maintenance Agreement Terms and Conditions.   Midgley shall not be bound by any amendments made to this Hire Agreement by the Customer or other third party. Midgley may terminate this Hire Agreement by notifying the Customer if it is signed and returned by the Customer to Midgley more than 30 days after the date specified at the top of this Hire Agreement. The Customer may request any necessary changes to this Hire Agreement by contacting Midgley prior to signing. This Hire Agreement shall, to the extent of any conflict, prevail over any previous hire agreement between Midgley and the Customer in respect of the same Equipment.  The person signing below on behalf of the Customer warrants and undertakes that they are authorised to legally bind the Customer as set out in this Hire Agreement.  If a Guarantor named below has previously provided a guarantee in favour of Midgley or the Midgley Group (**Previous Guarantor**) which includes the moneys payable and other obligations owed by the Customer to Midgley pursuant to this Hire Agreement and that guarantee remains in effect (**Previous Guarantee**), then by signing below, each Previous Guarantor acknowledges that the Previous Guarantee will continue to apply in respect of the moneys payable, and performance of the obligations, set out in this Hire Agreement. For the avoidance of doubt, the Previous Guarantee, and its application to this Hire Agreement, is not affected in any way if a Previous Guarantor does not sign below.  If a Guarantor named below has not previously provided a guarantee in favour of Midgley or the Midgley Group which includes the moneys payable and other obligations owed by the Customer to Midgley pursuant to this Hire Agreement or such guarantee was provided but is no longer in effect, then by signing below, each Guarantor hereby guarantees the Customer’s payment of all moneys, performance of all obligations, set out in this Hire Agreement to Midgley, and agrees to all other applicable terms and conditions applicable to the Guarantor as set out in the Terms and Conditions. | |
| **SIGNING** | |
| **Customer:**  Signature: …………………………………………………………………………… Name of Signatory: ……………………………………………………………………  Position of Signatory: ……………………………………………………………… Date: …………...………………………………………………………………………. | |
| **Guarantor(s):**  Signature: …………………………………………………………………………... Signature: ………………………………………………………………………………  Name: ……………………………………………………………………………….. Name: …………………………………………………………………………………..  Date: ………………………………………………………………………………… Date: …………………………………………………………………………………… | |

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| **Job No:** | | | | | | |
| **SCHEDULE ONE: ESTIMATE TERM/FEE** | | | | | | |
| **Equipment** | **Date Start** | **Est. Date End** | **Est Qty** | **Unit Measure** | **Rate/Unit Measure** | **Amount** |
| **Fleet No: EX 020** |  |  |  | Hours |  |  |
| Limited Damage Waiver | | | | | |  |
| Freight out: | | |  |  |  |  |
| **Estimated Total of Fee:** | | | | | |  |
| All amounts are exclusive of, and plus, GST. Without limitation, additional charges/fees may apply at invoice stage for: Fuel, Cleaning, RUC, Freight In, Damages, Levy (such as an environmental levy) and Traffic Infringements, in accordance with the Terms and Conditions. Payments are to be made in accordance with the Terms and Conditions. | | | | | | |

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| **SCHEDULE TWO: EQUIPMENT** | | | |
| Fleet No: EX 020 | Description: Excavator | Type of Work: As per quote if specified | |
| Make: Hitachi | Model: ZX490LCH-5A | Year: 2015 | |
| Registration No: N/A | Serial No / Chassis No: HCMJAE20K00060313 | Start Hours: | Km’s: |
| Additional Attachments:  (Additional attachments agreed to be taken after the agreement date will be charged on invoice.) | | | |
| Hire Notes:   1. General wear and tear items of maintenance/damage (flat tyres, punctures etc)- please call us to remedy. Please note that this cost may be charged to you if the fault is due to improper and reckless use of our machine. 2. Daily prestart checks are mandatory. These records must be submitted to us periodically and/or when off hired. Any failure to comply will result in all repairs and damage to machine chargeable back to you. 3. Minimum hours of 100 hours per month | | | |