

HIRE APPLICATION AGREEMENT

Between Concept Hire Ltd and the Hirer(s) named below at the address shown

Surname: _____ First Name: _____

Postal Address: _____

Delivery Address: _____

Phone (Home): _____ Phone (Work): _____ Mobile: _____

Fax: _____ E-Mail: _____

Delivery Instructions: _____

SELECT HIRE & PAYMENT OPTIONS

Minimum Hire Period is 3 months

MODEL C INDOOR ROWER:

\$23.00 per week or \$100.00 per month

MODEL D INDOOR ROWER:

\$30.00 per week or \$130.00 per month

PAYMENT OPTIONS:

Automatic Payment – Weekly Monthly
(Complete the attached form & return with this application)

Credit Card – Monthly only
 Visa MasterCard

Name on Card: _____ Exp / _____

Card Number: _____

You must have a Credit Card ID to hire plus one other form of ID (Please attach copy of ID)

- Driver's Licence.....
- Passport
- Other

**Have you used the Concept2 rower before?
 And if so, where?**

What is your reason for hiring a Concept2 rower?

How or where did you find our contact details?

- Family/Friends Rowing Club Yellow Pages
- Farmlands School Gym
- Gym Sunday News Other
- Internet Search Sundav Star Times

INITIAL PAYMENT

Application Fee: \$30.00

Bond: \$150.00

First Month Hire Fee*: \$ _____

For monthly/weekly payments by AP

OR

Part Payment Period**: \$ _____

For monthly payments by Credit Card – leave blank

____ / ____ / ____ to ____ / ____ / ____

1 x LogCard *Optional for Model D \$28.13

DELIVERY: North Island \$35.00

South Island \$60.00

TOTAL Balance Due: \$ _____

(All fees quoted include GST)

*Initial payment can be made by cheque (payable to Concept Hire Ltd), direct credit or credit card.

**Part Payment Period applies to monthly Credit Card payments debited on the 20th of each month.

CUSTOMER DECLARATION

I (the "Hirer") hereby apply to hire a Concept 2 Indoor Rower from Concept Hire Ltd on the basis of the information contained in this application form, which I declare to be true and correct.

Concept Hire Ltd may debit the Hirer's credit card if Concept Hire Ltd is unable to obtain due payment of outstanding fees.

I have read and understand the Terms & Conditions of Hire set out on the back of this form and I agree to be bound by those Terms & Conditions.

I authorise Concept Hire Ltd to collect and disclose any relevant information as required to action this application.

Signed: _____

The completed Hire Application and Terms & Conditions with ID may be faxed to Concept Hire Ltd on 07 552 6712 or posted to PO Box 16064, Tauranga 3147. In addition to faxing, please post the original signed Hire Application and Terms & Conditions to Concept Hire Ltd.

CONCEPT HIRE LTD

Terms and Conditions for Hire of the Concept 2 Indoor Rower

1. **Hire Charge**

The Hirer shall

- (a) Pay the bond, part period payment and freight due upon signing this form and
- (b) Pay the weekly fee in advance on or about the Wednesday of every week until this agreement is terminated in accordance with clauses 6(c), 7 and 8 or pay the monthly fee in advance on the 21st day of every month until this agreement is terminated in accordance with clauses 6(c), 7 and 8.

2. **Payment**

The Hirer authorises payment of the weekly or monthly fee by automatic payment to Concept Hire Ltd from the hirer's designated bank account. The hirer may change his/her designated bank account by notifying Concept Hire Ltd and completing a replacement form.

Alternatively, payment may be by credit card monthly or by payment of three months hire fee in advance.

3. **Identification**

Two forms of identification are required, usually a driver's license number and a credit card number.

4. **Hire Period**

The Hirer agrees

- (a) That the hire period commences from the time the Indoor Rower leaves Concept 2's premises and
 - (b) That the Hirer is obligated to pay hire fees to Concept Hire Ltd until the Indoor Rower is actually returned to Concept 2's premises, the end of the Hire Period.
 - (c) Concept 2's premises, the end of the Hire Period.
 - (d) That all courier / freight charges will be met by the Hirer
 - (e) To hire the Concept 2 Indoor Rower for the minimum period and
 - (f) To pay the Weekly or Monthly Fees as they fall due for the whole of the Hire Period
 - (g) That the Hirer will pay the Weekly or Monthly Fees in accordance with clause 3 (e) above even if the Hirer wishes to terminate this agreement before the end of the Minimum Period
- Hire will continue after the end of the Minimum Period unless terminated in accordance with clause 7

5. **Care of Equipment**

- (a) The Hirer shall take proper care of the Indoor Rower. Concept Hire Ltd is responsible for maintenance of the Indoor Rower and the replacement of parts as necessary. The Hirer is responsible for regular cleaning of the Indoor Rower to ensure optimum operating efficiency.
- (a) Equipment lost or damaged beyond repair will be paid for by the Hirer at the regular replacement cost.
- (b) All damaged equipment which may be repaired will be repaired by Concept Hire Ltd and the cost for such repairs paid by the Hirer.
- (c) Breakdown of the Indoor Rower resulting from misuse shall not shorten the period of hire.
- (d) Under this agreement the goods do not become your property and you must not sell them.

6. **Transfer of Hire Agreement**

- (a) Subject to clause 5(b), the Hirer may at any time within the Minimum Period transfer his / her hire of the Concept 2 Indoor Rower to another person (the "New Hirer"), upon notifying Concept Hire Ltd in writing and the Transfer Fee of \$ 75 being paid.
- (b) Notwithstanding clause 5(a) above, Concept Hire Ltd reserves the right to refuse to hire to any New Hirer.

- (c) The Hirer will remain liable for any Weekly or Monthly Fees payable to Concept Hire Ltd until the New Hirer has completed a hire application form on the same terms and conditions as are contained in this form and the required Transfer Fee has been paid.

7. **Termination of Hire**

- (a) The hirer may terminate his / her hire of the Concept 2 Indoor Rower at any time after the expiry of the Minimum Period upon giving two weeks' notice in writing to Concept Hire Ltd of his / her intention to do so.
- (b) The Hirer agrees to return the Concept 2 Indoor Rower in the same condition that it was received – packaged in the original box it was received in if returned by courier.
- (b) Pursuant to clause 5 (b & c) and 9(c) Failure to package the Concept 2 Indoor Rower adequately for transport may result in the Hirer forfeiting all or part of their bond.

8. **Termination by Concept Hire**

- (a) Concept Hire Ltd may terminate the period of hire if the Hirer fails to make payment of any fee on the due date.
- (b) Where Concept Hire Ltd terminates the hire period pursuant to clause 8(a) Concept Hire Ltd shall have the right to
- (c) Seek recovery of all fees owing to it in terms of this agreement.
- (d) The Hirer authorises Concept Hire Ltd to bring it's vehicle onto the Hirer's property to recover the Concept 2 Indoor Rower at any time if these terms and conditions are breached.

9. **Administration / Overdue Fees**

- (a) Concept Hire Ltd may debit the Hirer's credit card if Concept Hire Ltd is unable to obtain due payment of outstanding fees.
- (b) Concept Hire Ltd will not be held responsible for fees charged to any Hirer by the bank where funds in the Hirer's account were not sufficient to cover amounts due.
- (c) The \$150 bond will be used if necessary to clear outstanding fees for hire or damage of the Indoor Rower at the end of the hire period.
- (d) In the event of outstanding fees Concept Hire Ltd will refer the balance to a collection agency. Any collection costs incurred from the collection agency will be the responsibility of the Hirer.

10. **Limitation of Liability**

The Hirer shall not have any claim against Concept Hire Ltd for loss or damage suffered as a result of the Hirer's use of the Indoor Rower.

Further, the Hirer will indemnify Concept Hire Ltd against any claim by a third person in result of any loss, injury or liability arising from this hiring or arising from the use of the equipment by the Hirer

11. **Purchase**

If the Hirer decides to purchase the Concept 2 Indoor Rower they do so from Concept 2 New Zealand Ltd, as hire machines remain the property of Concept Hire Ltd and are not sold.

I have read, understand and agree with the Terms and Conditions of hire

Signature: _____

Date: _____