Terms and Conditions

The terms and conditions of hire set out herein are the only terms and conditions upon which the hirer may hire the lawnmower from the Owner and/or its agent.

TERMS AND CONDITIONS OF HIRE

1.In these terms and conditions and the hire agreement the word 'Owner' and 'U-Tow New Zealand Limited' means 'U-Tow New Zealand Limited NZBN 9429045976292 and/or its related companies (as defined in the Companies Act 1993) and/or agents', and the word "lawnmower" means "mower and all equipment attached thereto or hired under the hire contract".

2. The Hirer will at or before the commencement of hire inspect and confirm for itself that the lawnmower is in a good and serviceable condition. U-Tow NZ reserves the right to exchange the hire item at the said location or nearest possible location with an equivalent item at any time before and during the booking or hire period. In the event that the exchange of item or location cannot occur, U-Tow NZ reserves the right to refund the hire amount without any compensation.

3. The Hirer shall use the lawnmower in a skillful and proper manner and shall not abuse it or use it other than for its normal intended purpose.

4. The Hirer guarantees that they and any other persons they allow to use the lawnmower have the knowledge, skill and ability required to enable them to use the lawnmower safely and without incident or accident, and will take all due care by following the safety instructions under these terms and conditions and any other safety instructions or guidelines that the Owner may provide.

5. The Hirer is responsible for providing the specified fuel required to operate the lawnmower. Upon completion of the hiring the lawnmower must be properly cleaned by the hirer. Lawnmowers returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense.

6. The hire contract may not be transferred or assigned to any other party without the prior consent in writing from the Owner.

7. The Hirer shall make his own insurance arrangements and assume all responsibility for any loss, damage or liability of or arising from the lawnmower while the lawnmower is in the care and control of the hirer or is being used by the hirer. The lawnmower is not insured by the Owner against theft or damage while it is outside the Owners possession or control and it is the hirer's responsibility to keep it secure. The hirer is totally responsible for any lost, stolen, mislaid or damaged components or equipment and/or damage and theft of the lawnmower.

8. The Hirer authorises all charges for the hire of the lawnmower to be charged and debited to the hirers credit or debit card along with any credit or debit card surcharge. All charges will be recognised as U-Tow NZ Limited on Bank statements.

9. The Hirer agrees that all additional charges related to the hire of the lawnmower (including, without limitation, all costs and charges in connection with any breach by the Hirer of the hire agreement and these terms and conditions) will be automatically charged and debited to the hirers credit or debit card. If additional charges are not paid, further action will be taken to recover monies owing. Any changes to bookings such as (but not limited to) time, date, or location will incur a $10 change fee.

10. The Hirer confirms that they are the same person as on the drivers licence provided.

11. The Hirer agrees that in the event of incorrect licence details being provided that the credit card details provided by the hirer is proof of hire.

12. On the termination of the period of hiring the Hirer at his own expense must return the lawnmower to the address stated within or if no such address is so stated to the place of the Owner or its agent from which it was hired.

13. When the lawnmower cannot be returned by the due time at the expiration of the hiring period ('due time') the hirer must advise U-Tow NZ by calling 0800 484 285 during normal business hours before that due time. The hirer must advise U-Tow NZ of the estimated time of return and accept charges to the credit or debit card to extend the original hire period, subject to availability. U-Tow NZ reserves the right to refuse an extension and require the lawnmower to be returned by the due date and time. This step terminates the contract between U-Tow NZ and the Hirer at the date and

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time advised by U-Tow NZ. Upon termination of the contract, failure by the hirer to return the lawnmower will be deemed intent on the part of the hirer to not return the lawnmower and the Police will be informed and the lawnmower reported as stolen. When a lawnmower is not returned by expiration time of the agreed hire period the post due time period until return of the lawnmower shall be treated for charging purposes as overdue. The charge for overdue lawnmowers will be 150% of the difference between the charge for the original hire period and the charge for the next available hire period ending when the lawnmower is returned. Late return not advised as above within 24 hours after the hiring expiry date will be considered as a stolen lawnmower and the hirer will be liable to prosecution for theft and all charges associated with recovering the lawnmower.

14. The hirer authorises U-Tow NZ to send SMS correspondence to offer extensions, subject to availability

15. During the continuance of the hiring, the hirer will not -

(a) Sell, offer for sale, assign, mortgage, pledge or underlet the lawnmower or any interest of the hirer therein;

(b) Part with possession of the lawnmower;

(c) Allow any lien to be created in respect of the lawnmower whether for repairs or otherwise.

16. The hirer agrees and acknowledges that the Owner and/or its business partners may use and disclose data recorded in relation to this rental in conjunction with any future promotional or marketing undertaken by the Owner or business partners.

17. The hirer shall be responsible for any loss or damage caused to the lawnmower during the hire period and before its return to the Owner or its agent, including all charges incurred by the Owner or the hirer in respect to the recovery and repair of the lawnmower.

18. In the event of a lawnmower breaking down the hirer shall arrange at his own expense to return it to the Owner or its agent forthwith. The period of the hire shall terminate upon such return of the lawnmower to the Owner or its agent; in no event shall the Owner be responsible for any expenditure, damage, liability and/or loss (including, without limitation, any consequential or economic loss) incurred by the hirer arising out of any breakdown or failure of the lawnmower.

19. In the event of the hirer being delayed in returning the lawnmower, the hirer is required to advise U-Tow NZ on 0800 484 285 at least 24 hours before the expiry time of the hire period as stated on the contract. If further delay is experienced, and the amended return time cannot be met, the hirer is then required to give notice to that effect. The hirer agrees to indemnify the Owner against any costs and losses incurred by the Owner (including limitation, any consequential or economic loss) arising directly or indirectly in connection with the hirers failure to provide such timely information.

20. Except to the extent (if any) otherwise provided in the hire agreement the Hirer will be totally responsible for any loss or damage caused to the lawnmower during the hire period and before its return to the Owner or its agent, and will also be liable for any costs incurred under these terms in recovery of and repair of the lawnmower.

21. INDEMNITY: The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owner's servants and agents from and against all liability, expenses, damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport or operation of the lawnmower (by the Hirer or those for whom it is responsible) or otherwise.

22. LIMITATION OF LIABILITY: To the extent permitted by law, where the Hirer is hiring the lawnmower for the purposes of a business or uses it for business purposes nothing in the Consumer Guarantees Act 1993 and none of the guarantees otherwise implied under that Act shall apply. Further, in the case of a hiring for business purposes the maximum total liability of the Owner to the Hirer or its agents arising from or in connection with any defect in the lawnmower or breach of the Owners obligations under the hire agreement or otherwise arising in negligence or at law shall be limited to the total hire charge that has been paid or is due to be paid by the Hirer under the hire agreement and in no event shall the Owner be liable for any consequential or economic loss incurred or suffered by the Hirer or its agents.

23. OPERATION OF CLAUSE: To the extent that clauses 21 and 22 are inconsistent with other clauses, terms or conditions of the hire contract clauses 21 & 22 shall prevail and override those other provisions to the extent of such inconsistency.

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24. The hirer agrees that he will not allow repairs to be carried out or costs to be incurred on the Owner's behalf without having first obtained an authority number from the Owner or its agent.

25. Late return fees, extended hire charges, lawnmower recovery charges and all other fees, charges, costs and expenses payable by the Hirer under these terms and conditions and the hire agreement and may be debited by the Owner to the Hirers credit or debit card.

26. Our e-mail communications may include HTML-based email messages which requires your computer to be enabled to accept HTML e-mail.

SAFETY INSTRUCTIONS

27. Do not put hands or feet near or under rotating parts. Keep clear of the discharge opening at all times.

28. Clear the area of objects such as rocks, toys, wire, bones, sticks etc. (but not limited to) which could be picked up and thrown by the blade.

29. Avoid striking solid objects with the blade. Never deliberately mow over any object.

30. Do not operate the mower when barefoot or wearing open sandals. Always wear substantial foot wear.

31. Do not operate the mower without proper guards, plates, grass catcher or other safety protective devices in place.

32. Always wear safety goggles or safety glasses with side shields and ear muffs when operating a mower.

33. Never make adjustments or turn mower on its side with the engine running.

34. All slopes require extra caution, do not mow excessively steep slopes or near drop offs, ditches or embankments. Mow across the face of slopes; never up and down.

35. Be sure the area is clear of other people before mowing. Stop mower if anyone enters the area

REFUND POLICY

36. Refunds and Cancellations are subject to the following:

a. A minimum of 24 hours notice must be given on all cancellations prior to the start time and date of the booking.

b. A cancellation fee of 5% of the total booking value will apply.

c. Any notice pursuant to this clause is to be made by telephoning 1300 883 075 between the hours of Monday and Sunday 7am to 11pm (Public Holidays may differ).

37. There is no refund for any early return of the hired lawnmower.

38. To the extent permitted by law, the Owner shall not be liable to the Hirer or its agents in respect of any breakdown or failure of the lawnmower.

DAMAGE LIABILITY REDUCTION

39. The Damage Liability Reduction fee (if selected) reduces the amount for which the Hirer is liable to the Owner in the event of damage to the lawnmower while it is in the Hirers possession or control and before it is returned to the Owner. It relates to the repair or replacement cost of the lawnmower but only in the event of an accident (Accidental damage to Lawnmower only). Tyres, blades, catcher or misuse are excluded under this cover.

40. The Hirer acknowledges and warrants that all information provided by it is true, complete and accurate and can be relied upon by U-Tow NZ and its insurers.

VOUCHERS

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41. Vouchers are not redeemable for cash.

42. Vouchers must be redeemed by the expiry date given

43. Vouchers can only be redeemed online at www.utow.co.nz or through our Call Centre on 0800 484 285 (vouchers cannot be redeemed by any other method).

44. Only 1 voucher can be used per hire transaction. Multiple vouchers per hire will not be accepted.

45. To redeem vouchers, a valid credit card number must be given.

46. Lost, damaged or stolen vouchers will not be re issued.

47. Please make your booking carefully, as we do not refund or re issue vouchers if you cancel your voucher booking.

48. All voucher hires are subject to our standard terms and conditions.

Dollar Value Vouchers

49. The voucher can only be used towards the value of a hire and damage waiver costs

50. If the full value of the voucher is not used on the first hire, a new voucher will be issued for the remaining balance. This will only be issued via your valid email address upon completion of your voucher hire.

51. Late fees, lawnmower damages or any other additional charges incurred in excess of the standard hire and damage waiver costs are not covered by the voucher and will be automatically debited from the credit card provided.

% Discount Vouchers

52. The % discount voucher cannot be used to extend a hire. Any additional charges incurred during or after the hire will be charged at the standard rates and automatically debited via credit or debit card.

53. Late fees, lawnmower damages or any other additional costs incurred in excess of the standard hire fee and extending the hire costs are not covered by the voucher and must be paid for with the credit card provided.

54. Discount rounded up to nearest dollar.

55. The Hirer indemnifies the Owner from and against (and shall pay upon demand) all costs and expenses (including all legal costs and expenses on a full indemnity basis and also all debt collector commissions and costs and expenses) incurred or suffered by the Owner in or in connection with the enforcement or attempted enforcement of the Owners rights and remedies arising from any breach by the Hirer (or those for whom it is responsible) of these terms and conditions or any other breach of the hire contract and/or incurred or suffered by the Owner in suing for or attempting to sue for and recover any sum due by the Hirer to the Owner under these terms and conditions or otherwise due to the Owner under the hire contract

56. The Hirer agrees and acknowledges that in regard to all personal information concerning the Hirer provided to or obtained by the Owner, the Owner (and its agents and business partners): (i) may collect, use, keep and disclose the personal information to any third party for the purposes of administering and enforcing the hire agreement and these terms and conditions (including, without limitation, for debt collection purposes or providing default information to credit reporting agencies) and for the purpose of promotion and marketing of goods or services by the Owner or its business partners or others to the Hirer; (ii) may collect, use, keep and disclose the personal information to the Owners brokers and insurers providing insurance services either to the Owner or the Hirer incidental to the hire contract or incidental to any loss or damage of the lawnmower or incidental to any insurance claim (or enforcement of the insurers subrogation rights and remedies) in respect of any such loss or damage; and (iii) may collect, use, keep and disclose the personal information to the NZ Transport Agency, the Police or any other government departments or agencies for the purposes of seeking information about the Hirer or in connection with any infringement or other law enforcement action taken or considered by such organisations.

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IMPORTANT:

HIRER MUST END THE HIRE ON THE COMPUTER KIOSK AT THE DROP OFF ADDRESS DETAILED ON THE HIRE RECEIPT TO RETURN LAWNMOWER.