

FloorBoy XL-300 Hire Agreement

Vienna Woods Limited (NZBN 9429049033199), trading as FirstFloor

1. Definitions

- 1.1 Owner:** Vienna Woods Limited, trading as FirstFloor, its successors and assigns.
- 1.2 Hirer:** the individual or entity named in this agreement who hires the Equipment.
- 1.3 Equipment:** the Floorservice FloorBoy XL-300 single-disc machine and any accessories provided with it for hire.
- 1.4 Hire Period:** the period from the time the Hirer takes possession of the Equipment until it is returned to the Owner.
- 1.5 Bond:** the security amount authorised on the Hirer's card at collection, under clause 6.
- 1.6 Charges:** hire fees, cleaning charges, late-return fees, and reasonable repair or replacement costs payable under this agreement.

2. Agreement

- 2.1** The Hirer agrees to hire the Equipment on these terms.
- 2.2** By signing this agreement, the Hirer accepts these terms as binding on them.

3. Use of Equipment

- 3.1** The Hirer must:
- use the Equipment safely and only for its intended purpose;
 - ensure everyone who uses it is competent and follows the manufacturer's instructions;
 - comply with all relevant health and safety requirements.
- 3.2** The Equipment must not be sublet, loaned, or used at any location other than the one the Hirer told the Owner it would be used at.
- 3.3** The Hirer is responsible for making sure the site and power supply are suitable for the Equipment before use.

4. Responsibility for Loss or Damage

- 4.1** The FloorBoy XL-300 is a powerful machine. Used incorrectly, it can damage floors, furniture or other property.
- 4.2** The Hirer is responsible for any loss of, or damage to, the Equipment, and for any damage to the Hirer's own floors, furnishings or other surfaces, that results from the Hirer's use or misuse of the Equipment, or from a failure to follow the manufacturer's instructions or the Owner's directions.
- 4.3** Clause 4.2 does not apply to loss or damage caused by a fault or defect in the Equipment itself, or by the negligence of the Owner or its representatives.

4.4 The Hirer indemnifies the Owner against any claim, cost, loss or damage the Owner suffers because of the Hirer's negligence, misuse of the Equipment, or breach of this agreement — except to the extent it is caused by the Owner's own negligence or breach.

4.5 Nothing in this agreement excludes, restricts or modifies any guarantee, right or remedy the Hirer has under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 that cannot lawfully be excluded, restricted or modified. Clause 7 sets out how the Consumer Guarantees Act applies to this hire.

5. Collection and Return

5.1 The Hirer must return the Equipment on or before the agreed date and time.

5.2 A late return will incur an additional hire fee, calculated at the daily hire rate for each extra day or part-day.

5.3 The Equipment must be returned in a clean and undamaged condition.

6. Security Bond

6.1 At collection, the Owner will place a security bond — a temporary hold, not a charge — on the Hirer's credit or debit card, using a secure card-present terminal. The bond amount is confirmed at collection and recorded on this agreement.

6.2 The Owner does not record or retain the Hirer's full card number, expiry date or CVV on this document, or anywhere else in writing. Card details are held only by the payment terminal and the Owner's card provider, under their own security standards.

6.3 The bond is released in full within 5 working days of the Equipment being returned on time, clean and undamaged.

6.4 The Owner may draw on the bond, up to its value, only for:

- the reasonable cost of repairing or replacing the Equipment, where the Hirer is responsible for loss or damage under clause 4;
- a reasonable cleaning charge, where the Equipment is returned excessively dirty;
- the late-return fee under clause 5.2.

6.5 Before drawing on the bond, the Owner will tell the Hirer what it is for and give them an itemised receipt or invoice. If the cost is more than the bond, the Owner will invoice the Hirer for the balance. If it is less, the Owner will release the remaining amount.

7. Consumer Guarantees Act 1993

7.1 Where the Hirer hires the Equipment for personal, domestic or household use, the guarantees in the Consumer Guarantees Act 1993 apply to this hire, and nothing in this agreement excludes, restricts or modifies them.

7.2 Where the Hirer hires the Equipment wholly or predominantly for the purposes of a trade or business, the Hirer agrees that, to the extent it is fair and reasonable for the parties to agree, the provisions of the Consumer Guarantees Act 1993 do not apply to this hire (Consumer Guarantees Act 1993, s 43(2)).

7.3 Nothing in this agreement limits any right the Hirer has under the Fair Trading Act 1986, or any other right that cannot lawfully be excluded by agreement.

8. Governing Law

This agreement is governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

HIRER DETAILS

NAME

BUSINESS NAME (IF APPLICABLE)

ADDRESS

PHONE

EMAIL

This hire is for (tick one — decides clause 7 above):

☐ Personal / household use ☐ Trade or business use

SECURITY BOND AUTHORISATION

I authorise Vienna Woods Limited (trading as FirstFloor) to place a security bond on the card below, on the terms of clause 6. *Card number, expiry date and CVV are not recorded on this form — the card is processed on the terminal only.*

CARD TYPE

BOND AMOUNT AUTHORISED

TERMINAL TRANSACTION REFERENCE

ACKNOWLEDGEMENT AND SIGNATURE

I have read and understood this agreement and agree to its terms, including my responsibility for loss or damage caused by my use of the Equipment (clause 4) and the security bond described in clause 6. I confirm the use I have indicated above is correct.

Hirer signature

Date

Owner representative

Date