

Giant Rentals

Terms and Conditions

GIANT RENTALS - EQUIPMENT HIRE AND SALES TERMS AND CONDITIONS FOR CONSUMERS

1. INTRODUCTION 1.1 THESE TERMS AND CONDITIONS FOR CONSUMERS ("CONDITIONS") PERTAIN TO THE RENTAL AND/OR SALE OF EQUIPMENT ("GOODS") AS OUTLINED IN THE CONTRACT DETAILS ("CONTRACT DETAILS") BETWEEN GIANT RENTALS ("GIANT") AND THE CONSUMER WHO IS HIRING OR PURCHASING THE EQUIPMENT ("HIRER") (COLLECTIVELY REFERRED TO AS THE "CONTRACT").

1.2 FOR THE PURPOSE OF THIS CONTRACT, A "CONSUMER" IS DEFINED AS A HIRER WHO FALLS WITHIN THE DEFINITION OF A "CONSUMER" AS PER THE CONSUMER GUARANTEES ACT 1993 AND/OR THE FAIR TRADING ACT 1986.

1.3 THESE CONDITIONS DO NOT AFFECT OR AIM TO EXCLUDE THE HIRER'S RIGHTS UNDER THE CONSUMER GUARANTEES ACT 1993 IN ANY WAY.

1.4 IF THE HIRER IS A TRADE ENTITY UNDER THE CONSUMER GUARANTEES ACT 1993 AND ACQUIRES EQUIPMENT FOR TRADE PURPOSES, THE HIRER ACKNOWLEDGES THAT: (A) THESE CONSUMER CONDITIONS WILL BE REPLACED BY GIANT RENTALS' TRADE CONTRACT TERMS AND CONDITIONS ("TRADE CONDITIONS"). (B) THE STATUTORY GUARANTEES AND IMPLIED TERMS UNDER THE CONSUMER GUARANTEES ACT 1993 DO NOT APPLY.

1.5 IT IS NOT INTENDED FOR ANY CONTRACT TO BE CONSTRUED AS A CONSUMER CREDIT CONTRACT OR A CONSUMER LEASE AS DEFINED BY THE CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003.

2. AMENDMENTS 2.1 GIANT RENTALS RESERVES THE RIGHT TO MODIFY ANY TERMS IN THESE CONDITIONS AT ANY TIME, AT ITS SOLE DISCRETION, BY POSTING UPDATED CONDITIONS ON ITS OFFICIAL WEBSITE (WWW.GIANTRENTALS.CO.NZ).

2.2 REGARDLESS OF CLAUSE 2.1, THE HIRER WILL CONTINUE TO BE GOVERNED BY THE CONDITIONS THAT WERE EFFECTIVE AT THE TIME OF ENTERING INTO THE CONTRACT. ANY REVISED CONDITIONS WILL SOLELY APPLY TO NEW CONTRACTS FOR EQUIPMENT RENTAL AND/OR SALE BETWEEN GIANT RENTALS AND THE HIRER.

3. EQUIPMENT / VEHICLE RENTAL CHARGES 3.1 EQUIPMENT CAN BE RENTED FOR VARIOUS DURATIONS: A) DAILY; B) WEEKLY; C) MONTHLY; OR E) AS OTHERWISE AGREED IN WRITING. THE HIRER AGREES THAT ADDITIONAL CHARGES MAY BE APPLIED ON A PRO-RATA BASIS FOR EXCEEDING THE AGREED RENTAL PERIODS OR MAXIMUM USAGE TIMES (IN THE CASE OF METERED EQUIPMENT), AS DETAILED IN CLAUSE 3.2 OR OTHERWISE SPECIFIED IN WRITING. MINIMUM RENTAL PERIODS AND MAXIMUM USAGE TIMES MIGHT BE APPLICABLE TO CERTAIN EQUIPMENT, WHICH WILL BE COMMUNICATED TO THE HIRER AND ITEMIZED IN THE CONTRACT DETAILS UPON EQUIPMENT RENTAL.

3.2 DEFINITIONS OF "RENTAL PERIODS" AND "MAXIMUM USAGE TIMES" ARE AS BELOW:

(A) EQUIPMENT RENTAL PERIODS:

DAILY RENTAL: A "DAILY" RENTAL IS FOR A 24-HOUR PERIOD. THIS INCLUDES A 4-HOUR GRACE PERIOD FOR PICKUP AND ANOTHER 4-HOUR GRACE PERIOD FOR RETURNING THE EQUIPMENT. IF THE EQUIPMENT IS RETURNED AFTER THE GRACE PERIOD, YOU WILL BE CHARGED FOR AN ADDITIONAL DAY. WE ALSO OFFER 24/7 AFTER-HOURS RETURN FOR ALL EQUIPMENT. EXAMPLE:

- PICKUP TIME: MONDAY AT 10 AM
- RENTAL START TIME: MONDAY AT 2 PM (4-HOUR GRACE PERIOD FOR PICKUP)
- RETURN TIME: TUESDAY AT 2 PM
- GRACE PERIOD FOR RETURN: UNTIL 6 PM ON TUESDAY
- LATE RETURN: IF RETURNED AFTER 6 PM ON TUESDAY, AN ADDITIONAL DAY WILL BE CHARGED.

FOR MONDAY SHOOTS, PLEASE GET IN TOUCH WITH OUR TEAM TO APPROVE AN EARLY PICKUP. IF APPROVED, EQUIPMENT CAN BE COLLECTED ON FRIDAY PM, AS WE ARE NOT OPEN ON WEEKENDS. THIS ENSURES WE CAN STILL ACCOMMODATE YOUR NEEDS FOR MONDAY SHOOTS.

WEEKLY RENTAL: A "WEEKLY" RENTAL COVERS A 7-DAY SPAN. THE GRACE PERIODS SPECIFIED FOR "DAILY" RENTALS ALSO APPLY HERE. IF THE EQUIPMENT IS RETURNED AFTER THESE GRACE PERIODS, AN EXTRA DAY'S CHARGE WILL BE INCURRED.

MONTHLY RENTAL: A "MONTHLY" RENTAL LASTS FOR 28 DAYS. FOR EXAMPLE, EQUIPMENT PICKED UP ON THE 1ST DAY OF THE MONTH SHOULD BE RETURNED ON THE 28TH DAY. THE GRACE PERIODS AS DEFINED IN "DAILY" RENTALS ARE APPLICABLE HERE AS WELL. IF YOU EXCEED THESE GRACE PERIODS, YOU WILL BE CHARGED AN ADDITIONAL DAY.

EARLY LOADING: IF THE EQUIPMENT IS LOADED INTO A VEHICLE EARLIER THAN THE SCHEDULED TIME, BOTH THE VEHICLE AND THE EQUIPMENT WILL BE SUBJECT TO THE GRACE PERIODS SPECIFIED IN "DAILY" RENTALS. NORMAL HIRE RATES THEN APPLY.

FILM & TV INDUSTRY RATES:

- FOR WEEKLY RENTALS LASTING 7 DAYS OR MORE, YOU ARE BILLED FOR ONLY 4 DAYS.
- FOR MONTHLY RENTALS LASTING 28 DAYS OR MORE, YOU WILL BE BILLED AT A RATE OF 3 DAYS PER WEEK, BASED ON A 28-DAY MONTH.

AFTER-HOUR RETURNS: GIANT RENTALS OPERATES FROM MONDAY TO FRIDAY, BETWEEN 9 AM AND 5 PM. IF YOU NEED TO RETURN EQUIPMENT OUTSIDE OF THESE HOURS, WE OFFER A SECURE AFTER-HOURS RETURN FACILITY ONSITE. PLEASE OBTAIN PRIOR APPROVAL AND ACCESS INSTRUCTIONS FROM OUR STAFF BEFORE RETURNING EQUIPMENT AFTER HOURS.

(B) VEHICLE RENTAL PERIODS:

- DAILY RENTAL: THIS ENCOMPASSES A 24-HOUR SPAN FROM THE ORIGINAL COLLECTION TIME, PLUS A 2-HOUR GRACE PERIOD BASED ON THE ORIGINAL COLLECTION TIME ON THE RETURN. ANY VEHICLE RETURNED BEYOND THIS GRACE PERIOD WILL INCUR CHARGES FOR AN ADDITIONAL DAY - WITH NO EXCEPTIONS.
- "WEEKLY" COMPRISES 7 DAYS. THE GRACE PERIODS DESCRIBED IN THE "DAILY" CATEGORY APPLY. IF VEHICLES ARE RETURNED BEYOND THESE GRACE PERIODS, AN EXTRA DAY'S CHARGE WILL APPLY.
- "MONTHLY" FOR VEHICLES COVERS A 28-DAY PERIOD. FOR CLARITY, IF A VEHICLE IS COLLECTED ON THE 1ST OF THE MONTH, IT SHOULD BE RETURNED ON THE 28TH DAY. THE GRACE PERIOD HIGHLIGHTED IN "DAILY" ARE APPLICABLE. LATE RETURNS BEYOND THE GRACE PERIOD WILL BE SUBJECT TO AN ADDITIONAL DAY'S CHARGE.

(C) AFTER-HOURS RETURNS:

- EQUIPMENT CAN NOW BE RETURNED OUTSIDE OF STANDARD BUSINESS HOURS AT OUR SECURE DROP-OFF FACILITY.
- VEHICLES SHOULD BE RETURNED TO OUR SECURE PARKING AREA AND CAN BE RETURNED AT ANYTIME 7 DAYS A WEEK.
- WHEN MAKING AFTER-HOURS RETURNS, PLEASE ENSURE THAT YOU COMPLETE THE DESIGNATED RETURN BOARDS WITH ALL THE NECESSARY DETAILS.
- ALL EQUIPMENT AND VEHICLES WILL ACCRUE CHARGES UP UNTIL THE TIME THEY ARE RETURNED, AS SPECIFIED IN CLAUSES 3 AND 3.2. IF ITEMS ARE RETURNED BEYOND THEIR RESPECTIVE GRACE PERIODS, AN ADDITIONAL DAY'S CHARGE WILL BE APPLIED.

3.3 RENTAL CHARGES AND DURATION FOR EQUIPMENT AND VEHICLES:

(A) ALL EQUIPMENT AND VEHICLES, ONCE RENTED, WILL INCUR CHARGES REGARDLESS OF WHETHER THEY ARE USED OR NOT DURING THE RENTAL PERIOD. THUS, EVEN IF THE EQUIPMENT OR VEHICLE REMAINS UNUSED, CHARGES WILL STILL APPLY. CLIENTS ARE STRONGLY ADVISED TO ONLY RENT ITEMS THEY INTEND TO USE, AS OUTLINED IN CLAUSES 3 AND 3.2.

(B) THE RENTAL PERIOD BEGINS WHEN THE EQUIPMENT DEPARTS FROM THE PREMISES OF GIANT RENTALS AND ENDS WHEN IT IS EITHER RETURNED TO GIANT RENTALS, COLLECTED BY GIANT RENTALS IN LINE WITH CLAUSE 5, OR WHEN THE CONTRACT IS TERMINATED AS PER THE CONDITIONS IN CLAUSE 6. THE RENTAL PERIOD ALSO COMMENCES SHOULD PRE LOADING BE REQUESTED AND EQUIPMENT IS LOADED EARLY INTO A VEHICLE.

3.4 THE HIRER IS LIABLE FOR THE FOLLOWING CHARGES AS DETAILED IN THE CONTRACT DETAILS OR COMMUNICATED OTHERWISE: (A) RENTAL CHARGES FOR THE HIRED EQUIPMENT DURING THE RENTAL PERIOD. (B) A SECURITY DEPOSIT AMOUNTING TO 150% OF THE ESTIMATED TOTAL CHARGES, IF APPLICABLE (REFER TO CLAUSE 4.2 BELOW). (C) DAMAGE WAIVER CHARGES (UNLESS EXPLICITLY AGREED OTHERWISE IN WRITING). (D) DELIVERY/REMOVAL CHARGES, IF APPLICABLE. (E) EXCESS USE CHARGES, IF APPLICABLE. (F) ANY EQUIPMENT DAMAGE OR LOSS, IF APPLICABLE. (G) CLEANING FEES, IF APPLICABLE. (H) DEFAULT INTEREST FOR LATE PAYMENT, IF APPLICABLE.

3.5 IF THE WEEKLY CHARGE RATE IS LOWER THAN THE CUMULATIVE DAILY CHARGE RATE FOR THE SAME RENTAL PERIOD, THE WEEKLY CHARGE RATE WILL BE APPLICABLE.

3.6 CLEANING FEES WILL BE ASSESSED AND CHARGED IF THE EQUIPMENT IS RETURNED IN A STATE DEEMED EXCESSIVELY DIRTY BY GIANT RENTALS (ACTING REASONABLY). THE HIRER WILL BE NOTIFIED OF THE CLEANING FEES EITHER UPON EQUIPMENT RETURN OR AS SOON AS PRACTICALLY POSSIBLE IF THE ASSESSMENT CANNOT BE MADE IMMEDIATELY.

4. PAYMENT AND DEFAULT INTEREST 4.1 ALL CHARGES WILL INDICATE WHETHER THEY ARE INCLUSIVE OR EXCLUSIVE OF GST, WITH THE CONTRACT DETAILS OUTLINING THE CHARGES AND APPLICABLE GST PAYABLE BY THE HIRER.

4.2 FOR EQUIPMENT RENTAL, IF THE HIRER DOES NOT HAVE A CREDIT ACCOUNT WITH GIANT RENTALS: (A) THE HIRER MUST PAY A SECURITY DEPOSIT AMOUNTING TO 150% OF THE ESTIMATED TOTAL CHARGES (UNLESS EXPLICITLY AGREED OTHERWISE IN WRITING). (B) UPON THE EQUIPMENT'S RETURN IN GOOD CONDITION, THE ACTUAL TOTAL CHARGES WILL BE CALCULATED. THE HIRER MUST EITHER PAY THE OUTSTANDING BALANCE OR RECEIVE A REFUND EQUIVALENT TO THE DIFFERENCE BETWEEN THE PAID SECURITY DEPOSIT AND THE ACTUAL TOTAL CHARGES.

4.3 THE HIRER IS RESPONSIBLE FOR PAYING THE DAMAGE WAIVER COST, UNLESS GIANT RENTALS HAS AGREED OTHERWISE IN WRITING. REFER TO CLAUSE 10 FOR FURTHER INFORMATION ON THE DAMAGE WAIVER.

4.4 FOR EQUIPMENT PURCHASES, THE HIRER MUST PAY THE AGREED-UPON PRICE. THE HIRER ASSUMES RISK UPON EQUIPMENT DELIVERY, AND OWNERSHIP TRANSFERS UPON FULL PAYMENT TO GIANT RENTALS.

4.5 CREDIT ACCOUNT CUSTOMERS WILL RECEIVE INVOICES FOR INCURRED CHARGES. PAYMENT IS DUE BY THE 20TH OF THE MONTH FOLLOWING THE INVOICE DATE. GIANT RENTALS RESERVES THE RIGHT TO REVERSE AGREED DISCOUNTS FOR CREDIT ACCOUNT CUSTOMERS IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

4.6 ANY DISPUTES OR INQUIRIES ABOUT INVOICED AMOUNTS MUST BE RAISED WITH GIANT RENTALS WITHIN ONE MONTH OF THE RELEVANT INVOICE DATE FOR TIMELY RESOLUTION.

4.7 GIANT RENTALS RETAINS THE DISCRETION TO ALLOCATE RECEIVED PAYMENTS AS IT DEEMS APPROPRIATE.

4.8 WITHOUT PREJUDICE TO GIANT RENTALS' OTHER REMEDIES UNDER THESE CONDITIONS, AT LAW, OR OTHERWISE, THE HIRER SHALL PAY DEFAULT INTEREST AT A RATE OF 2% ABOVE GIANT RENTALS' OVERDRAFT RATE PER CALENDAR MONTH ON OUTSTANDING AMOUNTS FROM THE END OF THE AGREED RENTAL PERIOD (FOR CASH CUSTOMERS) OR FROM THE 20TH OF THE MONTH FOLLOWING THE INVOICE DATE (FOR CREDIT ACCOUNT CUSTOMERS), UNTIL ALL DUES ARE SETTLED.

4.9 THE HIRER MUST MAKE ALL PAYMENTS DUE UNDER THE CONTRACT WITHOUT SET-OFF OR DEDUCTION.

4.10 OVERDUE ACCOUNTS ARE NOT ELIGIBLE FOR CREDIT EXTENSION.

4.11 THE HIRER MUST PROMPTLY NOTIFY GIANT RENTALS OF ANY MECHANICAL DEFECTS, BREAKDOWNS, THEFTS, ACCIDENTS, OR EQUIPMENT DAMAGE. SUBJECT TO CLAUSE 4.12, IF REPLACEMENT EQUIPMENT IS AVAILABLE AND THE RENTAL PERIOD REMAINS UNAFFECTED, THE HIRER'S OBLIGATION TO PAY CHARGES CONTINUES. IF REPLACEMENT EQUIPMENT IS UNAVAILABLE AND/OR THE RENTAL PERIOD IS IMPACTED, CHARGES WILL BE ADJUSTED TO ACCOUNT FOR THE REDUCED HIRE PERIOD.

4.12 IN INSTANCES WHERE MECHANICAL DEFECTS, BREAKDOWNS, THEFTS, ACCIDENTS, OR DAMAGE RESULT FROM THE HIRER'S NEGLIGENCE OR RECKLESS USE, THE HIRER REMAINS RESPONSIBLE FOR CHARGES FOR THE DURATION OF THE REPAIR OR REPLACEMENT PERIOD.

5. DELIVERY AND REMOVAL

5.1 DELIVERY AND REMOVAL CHARGES: THE HIRER IS RESPONSIBLE FOR THE PAYMENT OF DELIVERY AND REMOVAL CHARGES AS SPECIFIED IN THE CONTRACT DETAILS. THESE CHARGES ARE ADDITIONAL TO THE HIRE OR PURCHASE CHARGES.

5.2 EQUIPMENT REMOVAL BY OWNER: IN CASES WHERE THE OWNER IS RESPONSIBLE FOR REMOVING THE HIRED EQUIPMENT, THE HIRER IS REQUIRED TO PACK UP THE EQUIPMENT AND HAVE IT READY FOR LOADING AT THE AGREED-UPON TIME AND LOCATION. THE HIRER SHOULD ALSO PROVIDE ASSISTANCE FOR THE LOADING PROCESS.

5.3 RIGHT OF ENTRY: THE HIRER GRANTS THE OWNER AN IRREVOCABLE RIGHT AND AUTHORITY TO ENTER THE PREMISES WHERE THE EQUIPMENT IS BEING USED OR STORED AT ANY TIME. THIS RIGHT ALLOWS THE OWNER TO DELIVER AND/OR REMOVE THE HIRED EQUIPMENT UPON THE EXPIRATION OF THE HIRE PERIOD OR TERMINATION OF THE CONTRACT.

5.4 REQUESTING REMOVAL: IF THE HIRER WISHES TO HAVE THE HIRED EQUIPMENT REMOVED, THEY MUST ARRANGE THIS WITH THE RELEVANT BRANCH PRIOR TO THE HIRE'S COMPLETION, EITHER BY TELEPHONE OR EMAIL. THE ASSOCIATED REMOVAL COST WILL BE COMMUNICATED TO THE HIRER AND DOCUMENTED IN THE CONTRACT DETAILS.

5.5 DOCUMENT RETENTION: THE OWNER WILL PROVIDE THE HIRER WITH AN OFFHIRE NUMBER, PICK UP TICKET NUMBER, OR RETURN SLIP WHEN THE HIRED EQUIPMENT IS READY FOR PICKUP OR HAS BEEN RETURNED TO THE HIRING LOCATION. THE HIRER MUST RETAIN THIS DOCUMENT OR NUMBER AS EVIDENCE OF THE EQUIPMENT'S RETURN.

6. RIGHT TO TERMINATE

6.1 TERMINATION BY HIRER: THE HIRER HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY BY PROVIDING NOTICE IF THE OWNER FAILS TO COMPLY WITH ANY TERM OF THE CONTRACT. IN SUCH CASES, THE HIRER IS ENTITLED TO A REFUND OF CHARGES PAID TO THE OWNER, WHICH MAY BE PRO-RATED BASED ON THE REDUCED HIRE PERIOD.

6.2 TERMINATION BY OWNER: THE OWNER CAN TERMINATE THE CONTRACT IMMEDIATELY BY PROVIDING NOTICE IF: (A) THE HIRER BREACHES A MATERIAL TERM OF THE CONTRACT. (B) THE OWNER REASONABLY BELIEVES THAT THE HIRED EQUIPMENT IS AT RISK DUE TO FACTORS LIKE THE HIRER'S MANNER OF USE, ADVERSE WEATHER CONDITIONS, OR THE HIRER'S INABILITY TO PAY CHARGES OR FEES RELATED TO THE EQUIPMENT. (C) THERE WILL BE NO PERSONAL GUARANTEES FOR THE HIRER'S OBLIGATIONS UNDER THE CONTRACT. (D) A RECEIVER, MANAGER, LIQUIDATOR, OR SIMILAR PERSON IS APPOINTED OVER THE HIRER'S ASSETS OR BUSINESS.

6.3 INDEMNIFICATION: IF THE OWNER TERMINATES THE CONTRACT ACCORDING TO CLAUSE 6.2, THE HIRER MUST INDEMNIFY THE OWNER FOR ANY COSTS, CLAIMS, DAMAGES, EXPENSES, OR LIABILITIES INCURRED DUE TO THE RECOVERY OF EQUIPMENT OR MONIES UNDER THE CONTRACT.

6.4 OBLIGATIONS UPON TERMINATION: UPON CONTRACT TERMINATION, THE HIRER MUST: (A) RETURN THE HIRED EQUIPMENT PROMPTLY. (B) PAY ALL OUTSTANDING HIRE CHARGES AND OTHER MONIES DUE TO THE OWNER. (C) PAY THE BALANCE OF HIRE CHARGES FROM THE TERMINATION DATE TO THE ORIGINAL EXPIRY DATE OF THE CONTRACT, DISCOUNTED FOR EARLY PAYMENT IF APPLICABLE. THIS APPLIES WHEN THE OWNER'S TERMINATION RESULTS FROM THE HIRER'S NEGLIGENCE OR BREACH, AND THE INABILITY TO RENT OUT THE EQUIPMENT.

6.5 OWNER'S RIGHTS: TERMINATION OF THE CONTRACT BY THE OWNER DOES NOT AFFECT ANY OTHER RIGHTS THE OWNER MAY HAVE UNDER THE CONTRACT.

7. TRANSFER AND ASSIGNMENT 7.1 THE RENTER MAY NOT TRANSFER OR DELEGATE ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, NOR SUBLEASE OR GRANT ANY RIGHTS OVER THE RENTED ITEMS. 7.2 GIANT RENTALS RETAINS THE RIGHT TO TRANSFER OR ASSIGN ITS RIGHTS, OBLIGATIONS, OR ANY PORTION THEREOF, UNDER THIS AGREEMENT.

8. RENTER'S RESPONSIBILITIES 8.1 THE RENTER AGREES TO: (A) INFORM GIANT RENTALS IF THE RENTAL ITEMS ARE TO BE USED IN UNCONVENTIONAL SITUATIONS OR WAYS; (B) ABIDE BY ANY SPECIFIC CONDITIONS RELAYED BEFORE THE ITEMS LEAVE GIANT RENTALS' LOCATION, AS SPECIFIED IN THIS AGREEMENT; (C) MAINTAIN THE RENTAL ITEMS WITH CARE, KEEPING THEM SECURE AND RETURNING THEM IN THEIR ORIGINAL STATE, CONSIDERING ORDINARY WEAR; (D) CONDUCT DAILY MAINTENANCE OF THE RENTAL ITEMS AT THEIR EXPENSE; (E) ENSURE THE CHOSEN RENTAL ITEMS ARE FIT FOR THEIR INTENDED USE; (F) USE RENTAL ITEMS LAWFULLY AND RESPECTING ALL REGULATIONS; (G) HALT THE USE AND PROMPTLY INFORM GIANT RENTALS IF ITEMS MALFUNCTION, SHOW WARNING SIGNALS, OR IF LEGAL DOCUMENTS (LIKE LICENSES) ARE ABOUT TO EXPIRE DURING THE LEASE TERM; (H) ALERT GIANT RENTALS PROMPTLY IF ITEMS ARE LOST, DAMAGED, OR STOLEN, AND HEED ALL ADVICE FROM GIANT RENTALS; (I) COMPENSATE GIANT RENTALS FOR ANY DAMAGE OR LOSS DUE TO THE RENTER'S NEGLIGENCE OR RECKLESSNESS; (J) BEAR THE COST OF LOST REVENUE FOR GIANT RENTALS BECAUSE OF THE UNAVAILABILITY OF ITEMS DUE TO THE RENTER'S ACTIONS; (K) PRESERVE ORIGINAL MARKINGS OR LABELS ON RENTAL ITEMS.

8.2 THE RENTER ASSURES THAT ONLY SKILLED AND LICENSED INDIVIDUALS WILL USE THE RENTED ITEMS. THEY MUST ALSO ADHERE TO SAFETY GUIDELINES AND OTHER RELATED REGULATIONS.

8.3 UPON NOTICE, THE RENTER WILL DISCLOSE THE RENTAL ITEMS' LOCATION TO GIANT RENTALS AND ALLOW INSPECTION. IF AN INSPECTION REVEALS A HEALTH RISK, GIANT RENTALS CAN RECLAIM THE ITEMS. IF THE LEASE TERM IS INTERRUPTED, FEES WILL BE ADJUSTED ACCORDINGLY.

9. PROPERTY RIGHTS 9.1 RENTAL ITEMS' OWNERSHIP REMAINS WITH GIANT RENTALS. ITEMS SOLD ARE OWNED BY GIANT RENTALS UNTIL FULLY PAID FOR. 9.2 THE REST OF THIS SECTION OUTLINES THE LEGAL PARAMETERS CONCERNING THE OWNERSHIP AND SECURITY INTEREST OF THE RENTAL ITEMS, IN LINE WITH THE PPSA.

10. DAMAGE WAIVER 10.1 THIS SECTION EXPLAINS THE DAMAGE WAIVER TERMS, SPECIFYING SCENARIOS WHERE IT APPLIES, ITS LIMITATIONS, AND RESPONSIBILITIES.

11. LIABILITY LIMITATIONS 11.1 THIS AGREEMENT DOESN'T OVERRULE THE CONSUMER GUARANTEES ACT 1993. 11.2-11.4 THESE CLAUSES CLARIFY THE LIABILITY BOUNDARIES FOR BOTH GIANT RENTALS AND THE RENTER.

12. COMMUNICATIONS 12.1 COMMUNICATIONS WILL BE DEEMED DELIVERED IF HANDED PERSONALLY, LEFT AT, OR MAILED TO THE SPECIFIED ADDRESS IN THIS AGREEMENT. MAILED NOTICES ARE CONSIDERED RECEIVED TWO DAYS AFTER POSTING.

13. GENERAL TERMS 13.1 TITLES USED WITHIN THIS CONTRACT ARE FOR CLARITY AND WON'T INFLUENCE THE CONTRACT'S INTERPRETATION. SINGLE TERMS ENCOMPASS THEIR PLURAL COUNTERPARTS AND VICE VERSA. CAPITALIZED TERMS GAIN THEIR MEANING FROM CONTEXT OR AS DETAILED IN CLAUSE 3.1. THE TERM "PERSONS" COVERS BOTH CORPORATE AND NON-CORPORATE ENTITIES. GENDER-SPECIFIC TERMS INCLUDE ALL GENDERS. MENTIONS OF A CLAUSE OR SUB-CLAUSE REFER TO THOSE WITHIN THIS CONTRACT. "OWNER" ALSO REFERS TO ITS EMPLOYEES, REPRESENTATIVES, HEIRS, AND ASSIGNEES. USING "INCLUDING" DOESN'T LIMIT THE SCOPE.

13.2 IF A CONTRACT CLAUSE BECOMES NON-COMPLIANT WITH NEW ZEALAND LAW AT ANY POINT, THIS NON-COMPLIANCE WON'T INVALIDATE THE REMAINING PROVISIONS.

13.3 NO PART OF THIS CONTRACT IMPLIES OR STATES THAT EITHER PARTY HOLDS A POSITION OR TITLE, SUCH AS PARTNER, AGENT, OR EMPLOYEE, IN RELATION TO THE OTHER, NOR THAT THEY ARE ENGAGED IN A JOINT VENTURE.

13.4 THIS CONTRACT ADHERES TO NEW ZEALAND'S LEGAL FRAMEWORK. BOTH PARTIES CONSENT TO THE JURISDICTION OF NEW ZEALAND'S COURTS.

14. PRIVACY ACT 1993 14.1 THE OWNER GATHERS AND MAINTAINS THE HIRER'S PERSONAL DATA, PRIMARILY TO ASSESS EQUIPMENT HIRING PROPOSALS. IF THE HIRER WITHHOLDS REQUESTED PERSONAL DETAILS, THE OWNER MIGHT DECLINE THEIR EQUIPMENT HIRE APPLICATION OR END THE HIRING AGREEMENT. THE HIRER CAN REVIEW AND AMEND THEIR DATA BY REACHING OUT TO THE OWNER. THE HIRER CONSENTS TO THE OWNER UTILIZING THEIR DATA TO INFORM THEM ABOUT THE OWNER'S ADDITIONAL PRODUCTS AND SERVICES. THE HIRER GRANTS PERMISSION TO SHARE DATA ABOUT THEIR PAST HIRING ENGAGEMENTS WITH OTHER ENTITIES.

14.2 EACH INDIVIDUAL ENDORSING THE OWNER'S CREDIT APPLICATION PERMITS THE OWNER: (A) TO PROCURE AND KEEP DATA REGARDING THE HIRER OR THE SIGNATORY FROM ANY SOURCE TO EVALUATE THEIR CREDIT STANDING. (B) TO REVEAL THE HIRER'S OR THE SIGNATORY'S DETAILS: (I) TO ANYONE OFFERING A GUARANTEE, INSURANCE, OR ANY OTHER FORM OF FINANCIAL BACKING IN RELATION TO THE HIRER'S COMMITMENTS TO THE OWNER; AND/OR (II) TO INDIVIDUALS OR ENTITIES FACILITATING THE OWNER IN ENFORCING THIS CONTRACT.