

# EQUIPMENT LEASE AGREEMENT



## CUSTOMER DETAILS

**Customer Name:**

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

**Company Name:**

Legal Name: \_\_\_\_\_

Company Number: \_\_\_\_\_

Limited Company: ☐ Sole Trader/ Individual: ☐ Trust: ☐ Partnership: ☐

DOB (if Sole trader or individual) : \_\_\_\_\_

**Postal Address:**

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_

Post Code: \_\_\_\_\_

Home Ph: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Physical Location of Tank:** (Including Rapid or Supply Number)

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_

Post Code: \_\_\_\_\_

Site Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Director 1 Details:**

Full Name: \_\_\_\_\_

Date of Birth \_\_\_\_\_

Email: \_\_\_\_\_

**Director 2 Details:**

Full Name: \_\_\_\_\_

Date of Birth \_\_\_\_\_

Email: \_\_\_\_\_

**Accountant Details:**

Name of Firm and Accountant: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## EQUIPMENT & INSTALL DETAILS (FOR OFFICE USE ONLY)

**Equipment:**

Equipment Description: \_\_\_\_\_

Size: \_\_\_\_\_ Pump Details: \_\_\_\_\_

Accessories Included: \_\_\_\_\_

**Installation:**

Date of Installation: \_\_\_\_\_

Installed By: \_\_\_\_\_

Special Access Information: \_\_\_\_\_

**Management Numbers:**

Lease Number:

PPSR Asset Number:

Asset Number:

Serial Number:

PRICING

|                                      |  |                      |   |
|--------------------------------------|--|----------------------|---|
| Tank Price:                          | Per Month excl GST                           | <input type="text"/> |   |
| Accessories:                         | Per Month excl GST                           | <input type="text"/> |   |
| Freight: Total excl GST              | Per Month excl GST<br>(Over 12 installments) | <input type="text"/> |   |
| Total Lease for first 12 months:     | Per Month excl GST                           | <input type="text"/> | Date Payments start: <input type="text"/> |
| Total Lease after Initial 12 months: | Per Month excl GST                           | <input type="text"/> | Date Payments start: <input type="text"/> |

TRADE REFERENCES (Full name, phone number and contact details of current trade references required)

|                        |                      |                      |
|------------------------|----------------------|----------------------|
| Name of Company:       | Contact Details:     | Phone Number:        |
| 1 <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 2 <input type="text"/> | <input type="text"/> | <input type="text"/> |

GUARANTEE (To be completed by Directors when the Customer is a Company or Trust)

In consideration of Ensol Limited agreeing to provide the Equipment to the Customer at my/our request (which is hereby acknowledged)

I: (Full Name, Director 1:)

of (Personal Address, Director 1:)  , Company Director

I: (Full Name, Director 2:)

of (Personal Address, Director 2:)  , Company Director

("the Guarantor"), jointly and severally guarantee to Ensol Ltd and its successors and assigns payment of all monies owing now or in the future to Ensol Ltd by the Customer and the return of the Equipment when required by Ensol Ltd and do guarantee and warrant the observance by the Customer of each and every condition of the terms of trade set out herein. I/We acknowledge and agree that as between Ensol Ltd and myself /each of us, I/We shall be deemed to be a principal debtor and liable to Ensol Ltd accordingly.

Signed by Director 1 as Guarantor in the presence of:

|   |  |
|---|--|
| Witness Signature: <input type="text"/> | Signature of Guarantor: <input type="text"/> |
| Print Name : <input type="text"/>       | Name of Guarantor: <input type="text"/>      |
| Occupation: <input type="text"/>        | Date: <input type="text"/>                   |
| Address: <input type="text"/>           |  |

Signed by Director 2 as Guarantor in the presence of:

|   |  |
|---|--|
| Witness Signature: <input type="text"/> | Signature of Guarantor: <input type="text"/> |
| Print Name : <input type="text"/>       | Name of Guarantor: <input type="text"/>      |
| Occupation: <input type="text"/>        | Date: <input type="text"/>                   |
| Address: <input type="text"/>           |  |

PLEASE SIGN HERE

I/We have read and understand the Terms and Conditions of Lease ("the terms") contained in this agreement and accept the terms and confirm that I/we are duly authorised to bind the Customer.

|                                 |                                 |
|---------------------------------|---------------------------------|
| Full Name: <input type="text"/> | Signature: <input type="text"/> |
| Postion: <input type="text"/>   | Date: <input type="text"/>      |
| Full Name: <input type="text"/> | Signature: <input type="text"/> |
| Postion: <input type="text"/>   | Date: <input type="text"/>      |

# TERMS & CONDITIONS OF LEASE OF STATIC FUEL TANK



## TERMS & CONDITIONS OF LEASE OF STATIC FUEL TANKS.

### 1. Defined Terms

"Customer" means the customer set out in section A above;

"Equipment" means the Lease equipment supplied by EnSol Ltd to the customer as set out in section B above or as amended by both parties from time to time by agreement in writing;

"Monthly Lease" means the monthly amount payable by the Customer as set out in section D of this agreement;

"PPSA" means the Personal Property Securities Act 1999 as amended or substituted from time to time. Unless the context otherwise requires herein all words and phrases shall have the meanings given to them in, or by virtue of, the PPSA;

"EnSol Ltd" means EnSol Limited and includes its permitted assigns.

### 2. Lease of Equipment

2.1 EnSol Ltd agrees to lease the Equipment to the Customer on the terms and conditions contained in this agreement such agreement to come into effect if approved by EnSol Ltd on the date set out in section G above.

### 3. Term

3.1 This agreement shall be for an initial term of 12 months from the date this agreement is approved by EnSol Ltd.

3.2 After the initial term, this agreement shall continue on a month by month basis until terminated by either party in accordance with this agreement.

### 4. Conditions of Use

4.1 The Customer must not remove or allow the Equipment to be removed from the Customer's premises except as may be authorised in writing by EnSol Ltd prior to any removal or relocation.

4.2 The Customer must give EnSol Ltd a minimum of three months notice in writing if it intends to vacate the premises.

4.3 The Customer shall ensure that the Equipment is insured and kept safe and secure at all times and shall not do or permit to be done anything which might or could prejudice any insurance or which may allow an insurer to decline any claim.

4.4 The Customer shall notify EnSol Ltd of any loss or damage to the Equipment within 24 hours of such loss or damage occurring or upon the Customer discovering such loss or damage. Such loss or damage shall be the sole responsibility of the Customer.

4.5 The Customer shall permit EnSol Ltd or its agents to enter upon the Customer's premises for the purpose of inspecting the Equipment or to carry out any repairs and maintenance in accordance with clause 7 of this agreement at any time or to remove the Equipment if this agreement is terminated for any reason.

### 5. Payment

The Customer shall pay EnSol Ltd the Monthly Lease in advance on the 20th day of each month. For the avoidance of doubt the initial Monthly Lease payment shall be due prior to delivery of the Equipment to the Customer's premises.

5.2 The Customer shall not be entitled to a refund of any Monthly Lease paid in advance if the Equipment is returned to EnSol Ltd or removed by EnSol Ltd for any reason.

5.3 EnSol Ltd may alter the Monthly Lease from time to time by notice in writing to the Customer if there is any increase in costs to EnSol Ltd.

5.4 If the Monthly Lease is not paid on the due date, then without prejudice to any other remedies available to EnSol Ltd:

(a) EnSol Ltd may cancel this agreement immediately.

(b) EnSol Ltd may charge Interest on any amount overdue which shall be calculated on a daily basis at a rate of 2.5% per month ("default interest"). Default interest shall accrue from the date payment was due until the date payment is received by EnSol Ltd.

5.5 The Customer shall be responsible for all costs and disbursements incurred by EnSol Ltd in recovering any outstanding monies owed to EnSol Ltd or incurred by EnSol Ltd in enforcing its rights under this agreement. Such costs and disbursements include, but are not limited to all debt collection costs and solicitor costs and disbursements.

### 6. Ownership and Assignment

6.1 The Customer acknowledges that EnSol Ltd at all times retains absolute ownership of the Equipment which is leased to the Customer for the purpose of storing Fuel and that the Customer does not obtain any equitable or legal interest in the Equipment whatsoever.

6.2 EnSol Ltd may assign its rights, title and interest in the Equipment in part or in whole at any time.

6.3 The Customer acknowledges it has no right to and it shall not or will not attempt to sell, assign, pledge, mortgage, charge, encumber, hire, license, or part with possession or permit any lien to exist in respect of the Equipment or grant any Security Interest over the Equipment to any third party.

### 7. Repairs and Maintenance

7.1 EnSol Ltd shall be responsible for repairs and maintenance of any Equipment arising from normal and reasonable wear and tear.

7.2 The Customer shall be responsible for any repairs and maintenance required due to misuse or negligence by the Customer.

7.3 The Customer shall notify EnSol Ltd in writing of any repairs and maintenance required.

7.4 The Customer shall not make any additions or alterations to the Equipment or carry out any repairs or maintenance without the prior written consent of EnSol Ltd.

### 8. Safety

8.1 The Customer shall ensure that it and its premises complies with all applicable laws, regulations and safety procedures relating to the operation and use of the Equipment including, but not limited to, all environmental and safety laws and regulations.

8.2 The Customer shall ensure that all Equipment remains under its control and is in all respects fit for safely receiving, storing and discharging Fuel.

### 9. Indemnity

The Customer indemnifies EnSol Ltd from any claim made by any third party in respect of any damage or loss to any third party whilst the Equipment is located on the Customer's premises.

### 10. Termination

10.1 EnSol Ltd may terminate this agreement immediately if the Customer is in breach of any clause of this agreement. Where the breach is capable of remedy EnSol Ltd may give the Customer 14 days notice to remedy such breach and if not remedied may immediately terminate this agreement.

10.2 Either party may terminate this agreement after the initial term by giving the other party three months notice in writing.

10.3 Upon termination of this agreement for any reason EnSol Ltd or any agent of EnSol Ltd shall be entitled to enter upon the Customer's premises for the purpose of removing the Equipment.

10.4 The Customer shall be responsible for ensuring that upon termination of this agreement the Equipment is in a clean and working condition prior to it being removed by EnSol Ltd. The Customer shall be responsible for any costs and expenses incurred by EnSol Ltd to clean or repair the Equipment to a working condition.

10.5 EnSol Ltd may, at its sole discretion, charge the Customer for all costs and expenses incurred by EnSol Ltd to remove the Equipment. The Customer shall pay EnSol Ltd for any such costs and expenses within 5 working days of receipt of an invoice from EnSol Ltd.

### 11. General Terms

#### 11.1 Mediation

If a dispute arises, the parties will try to settle the dispute by mediation by a single mediator, before resorting to litigation or arbitration. Any party may initiate mediation by giving written notice to the other ("mediation notice"). The mediator should be agreed upon by the parties, but if the parties cannot agree on a mediator within fourteen days after service of the mediation notice, then either party may petition the President for the time being of the Manawatu District Law Society, who shall appoint the mediator.

#### 11.2 Waiver or variation

No waiver or variation of this agreement will be effective unless notice is given in writing to the Customer and signed by an authorised person from EnSol Ltd.

#### 11.3 Governing law

This agreement shall be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between the parties. The parties hereby nominate as the initial forum for the determination of any judicial proceedings be determined in the District/High Court at Palmerston North.

#### 11.4 The Privacy Act

The Customer and any guarantor (if relevant) authorise EnSol Ltd to collect and hold personal information from any source EnSol Ltd consider appropriate to be used for the purposes of determining credit worthiness, for communicating promotional activities and product information, for debt collection purposes, or for any other related purpose. The Customer is advised that it has a right of access to any personal information about the Customer held by EnSol Ltd, and may request the correction of such personal information.

# TERMS & CONDITIONS OF LEASE OF STATIC FUEL TANK



12. Personal Property Securities Act 1999 ("PPSA")

12.1 The Customer acknowledges and agrees that:

(a) by entering into this agreement, the Customer grants a Security Interest as defined in the PPSA to EnSol Ltd in all Equipment previously supplied by EnSol Ltd to the Customer (if any) and all after acquired Equipment supplied by EnSol Ltd to the Customer; and

(b) This agreement shall apply notwithstanding anything, express or implied, to the contrary contained in any purchase order.

12.2 The Customer undertakes to:

(a) sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which EnSol Ltd may reasonably require to enable registration of a Financing Statement or Financing Change Statement on the Personal Property Securities Register;

(b) not register a Financing Change Statement or a Change Demand in respect of the Equipment without the prior written consent of EnSol Ltd; and

(c) Give EnSol Ltd not less than 14 days prior written notice of any proposed change in its name and/or any other changes in its details (including but not limited to, changes in the Customer's address, facsimile number, trading name or business practice).

12.3 Unless otherwise agreed to in writing by EnSol Ltd the Customer waives the right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement relating to the Security Interest.

12.4 To the maximum extent permitted by law, the Customer waives its rights and, with out agreement, contracts out of its rights under sections referred to in sections 107(2)(c) to (e) and (g) to (i) of the PPSA.

12.5 The Customer agrees that nothing in sections 114(a), 133 and 134 of the PPSA shall apply to this agreement and, with EnSol Ltd's agreement, contracts out of such sections.

12.6 The Customer and EnSol Ltd agree that section 109(1) of the PPSA is contracted out of in respect of particular Equipment if and only for as long as EnSol Ltd are not the Secured Party over all other secured parties in respect of that Equipment.

12.7 The Customer acknowledges and agrees that EnSol Ltd may do all acts and sign all documents, including the execution of any and all documents as the Customer's duly authorised attorney (which appointment is hereby deemed), including the registration of any documents EnSol Ltd consider necessary or desirable for the perfection, or enforcement of any Security Interest EnSol Ltd have in any Equipment.