# Your First Hire Is Free – Offer Terms and Conditions

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## Key points

**Your first day's hire on a Robur excavator attachment is free.** Here's how it works:

- **Reserve** now. Robur will publish a closing date for reservations on this page.
- **Use it within 12 months.** Claim your free hire any time within 12 months of the date you reserve.
- **No need to decide now.** You don't have to choose an attachment or a date when you reserve. A Robur specialist will help you find the right fit.
- **For new business customers.** Open to NZ businesses with a current NZBN that are new to Robur.
- **Robur account required.** You'll need to open a Robur account. Approval is at Robur's sole discretion.
- **One day, one attachment.** The hire charge is waived for one day on one eligible excavator attachment. It doesn't include an excavator, any other machine, or an operator.
- **Need it longer?** Standard hire charges apply after the first free day.
- **Not included.** Freight, delivery, installation and set-up are charged at standard rates.
- **Subject to availability** at the time you claim.
- **One per business.** Related businesses count as one.
- **No obligation** to hire again or buy.

[Download the full terms and conditions (PDF)]

## Full terms and conditions

**1. The promoter**

1.1 This offer is made by [Robur Hire legal entity name] (NZBN [number]) trading as Robur Hire ("Robur", "we", "us"), of [registered address].

1.2 By reserving or claiming a free hire under this offer, you agree to these terms.

**2. The offer**

2.1 Eligible customers can hire one eligible excavator attachment with the hire charge waived for one day (the "Free Hire Period").

2.2 The offer waives the hire charge only. All other charges apply at Robur's standard rates (see clause 6).

2.3 The Free Hire Period starts when the attachment leaves the Robur branch or is delivered to you, whichever is earlier. It ends at [5:00 pm on that same day] [OR: 24 hours after it starts].

2.4 The offer covers excavator attachments only. It does not include the hire of an excavator, any other machine, or an operator.

2.5 If you need the attachment for longer than the Free Hire Period, standard hire charges apply from the end of the first free day.

**3. Who can take up the offer**

3.1 The offer is only open to businesses acquiring the hire in trade. It is not available to consumers hiring for personal, domestic or household use.

3.2 To be eligible, you must:

1. operate a business registered in New Zealand with a current NZBN;
2. open a Robur account, and have it approved by Robur, before the hire starts;
3. be a new Robur customer, meaning neither your business nor a related business has held a Robur account or hired from Robur before;
4. own or operate an excavator that is compatible with the attachment, as confirmed by Robur; and
5. use a competent, appropriately licensed operator.

3.3 The offer is limited to one free hire per business. Related companies, businesses with common directors or shareholders, and businesses operating from the same site count as one business.

3.4 Robur decides who is approved for this offer, and for a Robur account, at its sole discretion. We may decline any reservation or application, including one that meets these criteria, and we do not have to give reasons.

3.5 The offer is not available to:

- consumers or private individuals;
- plant resellers, attachment dealers or manufacturers, or anyone hiring in order to sub-hire or lend the attachment to others;
- existing Robur customers, or businesses related to them; or
- any hire already booked, quoted or on hire at standard rates.

**4. Reservation period and use-by date**

4.1 Reservations open on [start date]. Robur will publish a closing date for reservations on the offer page at least [14] days before it applies. The time between opening and the closing date is the "Reservation Period". Reservations received after the closing date will not be accepted.

4.2 If Robur approves your reservation and your account, you can claim your free hire at any time within 12 months of the date you reserved it (the "Use-By Date"). The hire must start on or before the Use-By Date. A free hire not used by the Use-By Date expires and cannot be extended or exchanged.

4.3 Robur may introduce a limit on the number of reservations [per branch / nationwide] by publishing it on the offer page before it applies. Once a limit is reached, Robur will update the offer page and stop accepting new reservations. A limit will not affect reservations already received.

4.4 You do not need to choose an attachment or a hire date when you reserve. A Robur specialist will contact you to talk through your options, and you can claim the free hire whenever the time is right before the Use-By Date.

**5. Eligible attachments**

5.1 The offer applies to attachments in Robur's hire fleet for excavators from [X] to [Y] tonnes, including crushers, breakers, rakes, grabs, compactors, piling and drilling attachments.

5.2 The following are excluded: standard digging, trenching and batter buckets; quick hitches, couplers and other general items; [named high-value or specialist units]; and any attachment for an excavator outside the [X]–[Y] tonne range.

5.3 All hires are subject to availability at the time you claim. If your first choice is not available, Robur will offer the nearest available date or a comparable attachment.

**6. Charges that still apply**

6.1 Unless Robur agrees otherwise in writing, the following are charged at Robur's standard rates:

- freight, delivery and collection;
- installation, set-up and fitting, including any hoses, couplers or adaptors needed to suit your machine;
- consumables and wear parts used during the hire, such as breaker tips, picks and teeth;
- [damage waiver or insurance];
- cleaning, if the attachment is returned in an unreasonable condition;
- repair or replacement costs for damage, loss or theft (see clause 9); and

- hire charges for any time after the first free day (see clause 8).

6.2 Robur will confirm any charges in writing before the hire starts.

**7. How to reserve and claim**

7.1 Reserve your free hire through the form at robur.co.nz/[page], by calling 0800 762 874, or by emailing hire@robur.co.nz and quoting "First Hire Free".

7.2 Robur will contact you to confirm eligibility and set up your account. If approved, we will confirm your reservation and its Use-By Date in writing. When you are ready to claim your free hire, contact Robur. We will confirm the attachment, dates and any charges in writing, and you must sign Robur's Hire Agreement before the hire starts.

7.3 [Robur may require a refundable card pre-authorisation or bond of $[amount] before the hire starts.]

**8. Extending the hire or returning it late**

8.1 If you need the attachment for longer, you can extend the hire by agreement. Hire charges apply at Robur's standard rates after the first free day.

8.2 If the attachment is returned late without agreement, standard hire rates apply from the end of the Free Hire Period until it is returned.

8.3 Any unused part of the Free Hire Period cannot be carried over, refunded or exchanged.

**9. Your responsibilities during the hire**

9.1 During the Free Hire Period, you have the same responsibilities as under any paid hire, as set out in Robur's Hire Agreement and Terms of Trade. These include care, safe use, security, insurance and returning the attachment in the same condition, apart from fair wear and tear.

9.2 You are responsible for any damage, loss or theft of the attachment while it is in your care, except for fair wear and tear.

9.3 You must use the attachment only on a compatible machine and within the manufacturer's operating limits, and comply with the Health and Safety at Work Act 2015.

**10. Hire Agreement and Terms of Trade**

10.1 Every free hire is also governed by Robur's standard Hire Agreement and Terms of Trade, available at robur.co.nz/terms-of-trade/.

10.2 If these offer terms conflict with the Hire Agreement or Terms of Trade, these offer terms apply to the extent of the conflict.

**11. Hiring again or buying**

11.1 After the Free Hire Period, you may hire the attachment again at standard rates, or buy it.

11.2 [If you buy the same attachment within [90] days of the end of the Free Hire Period, [X]% of the hire charges you have paid on later hires of it may be credited towards the purchase price.] No credit applies to the Free Hire Period itself, because no hire charge was paid.

11.3 Finance may be available to approved applicants, subject to the finance provider's lending criteria and fees. There is no obligation to hire again or buy.

**12. General**

12.1 The offer is not transferable and cannot be exchanged for cash, credit or any other product.

12.2 The offer cannot be combined with any other Robur promotion, discount or special rate unless Robur agrees in writing.

12.3 Robur may change or end the offer early if circumstances beyond its control require it. Any change will be published on the offer page. It will not affect reservations Robur has already confirmed in writing.

12.4 Robur may cancel a reservation or free hire, or charge standard rates for it, if a customer has given false information to obtain it or has not met these terms.

**13. Privacy**

13.1 Robur collects your details to assess eligibility, manage your reservation and hire, and contact you about your enquiry. We handle personal information under the Privacy Act 2020 and our Privacy Policy.

13.2 We will only send you marketing messages if you have consented, and you can unsubscribe at any time.

**14. Consumer law**

14.1 Because the offer is only available to businesses acquiring the hire in trade, you agree that, to the extent permitted by law, the Consumer Guarantees Act 1993 does not apply, and that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply, under section 43 of the Consumer Guarantees Act and section 5D of the Fair Trading Act.

14.2 You agree that this is fair and reasonable, given that both parties are in trade and you can trial the attachment before committing to any purchase.

**15. Governing law**

15.1 These terms are governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction.

*Draft for legal review before publication. Square brackets mark details Robur still needs to confirm.*