

Party Warehouse Limited: Hire Contract Terms and Conditions – Please Read

CONDITIONS

The Conditions of Hire set out below shall apply to all contracts for the hire of goods or equipment between the Owner (Party Warehouse Ltd) and the person hiring, or intending to hire, the equipment (the "Hirer") or their appointed agent. This contract is personal to the Hirer and is not capable of assignment whether in whole or part by the Hirer.

DEPOSIT/PAYMENT

A non-refundable deposit (typically 20%) must be received at the time of the order, unless otherwise agreed in writing. If the Owner does not receive a deposit from the Hirer, the Owner shall be entitled to cancel the Hirer's order and re-hire the equipment without notifying the Hirer. If the Hirer cancels a booking on or prior to the date of hire, no refund will be given unless the equipment is re-hired to another customer. If the Hirer's equipment or service is unable to be re-hired to another customer, then the Hirer is liable for payment in full.

The Hirer is required to pay a bond to the Owner and/or leave his or her credit card details with the owner. The bond will be returned in full, less any charges for damaged or soiled equipment. Refunds of bonds may be made up to 1 week after the equipment has been returned to or picked up by the Owner.

The Hirer will pay to the Owner all costs including any administration costs and fees, debt collection fees, legal fees, and disbursements on a solicitor and own client basis incurred by the Owner in connection with the exercise or attempted exercise of any of its rights and remedies under this contract., including but not limited to, late payment of accounts.

CHARGES

Equipment may be hired for a period of up to four days or another period as agreed in writing. A day is defined as a twenty-four hour period commencing from the date of the agreement. Equipment may be hired provided that the Hirer acknowledges and agrees that the hiring is subject always to the Owners rights set out in this agreement.

The hire period begins from the time the equipment is delivered or picked up and runs until the equipment is collected up or returned to the Owner, or this hire agreement is terminated due to conditions in this agreement.

All hired goods are to be returned in the same state as they were hired in. The Hirer shall pay for loss and insurance charges (if applicable); delivery/removal costs (if applicable), excess use charges, damage to or loss of the equipment, confiscation charges and other fines, professional cleaning costs (if any), and default interest for late payment. Any late payment will incur an interest penalty of 2.0% per month and any discounts applied will be removed. The Hirer shall also pay for any costs and/or loss of earnings incurred by the Owner if the equipment is confiscated, or is returned late or in a damaged state such that the equipment is not available or suitable to hire to a future party. Such costs would include, but is not limited to, sub-hiring equipment from third parties, transportation of sub-hired equipment, and the resulting loss of earnings if the Owner cannot hire the equipment to any future party.

The Hirer is liable for repair or replacement costs of hired equipment if it is damaged, destroyed, or confiscated in any way (which includes but is not limited to: misuse, willful damage, accidental damage, fire, theft, graffiti, storms, strong winds and other 'acts of nature') while in the possession of the Hirer. This will be taken from the bond paid previously to the Hirer, however if the cost of replacement exceeds the bond payment, or if no bond payment is received, the hirer will be liable for the excess above the bond payment. The Hirer expressly gives permission to the Owner to recover any charges or debts owed to the Hirer by debiting the Hirer's credit card.

For the avoidance of doubt, unless the Hirer acted negligently or has paid the Owner's damage waiver (refer Damage Waiver on Hire), the Hirer is liable for any marquee or equipment damaged during a storm or other 'act of nature' regardless of who has delivered or setup the equipment at the site.

If the Hirer is not an individual, the person who signs this contract on behalf of the Hirer warrants that he or she has authority to bind the Hirer and will, in any event, be personally liable for the performance of the obligations of the Hirer.

DELIVERY AND REMOVAL

Delivery and removal of equipment incurs an additional fee, which will be made clear to the Hirer when discussing hire costs. It is the Hirer's obligation to return equipment back to the Owner at the end of the hire period, unless delivery arrangements have been agreed in writing. The Hirer hereby authorises the Owner to bring the Owner's vehicle onto the place where the equipment is to be used or located to deliver and or remove the equipment, either on the expiry of the hire period or on the breach by the Hirer of any term in this contract.

Unless arrangements have been agreed in writing, the hirer must be present at the delivery address to acknowledge receipt of equipment hired. If the customer is not present, the owner has the right to charge the hirer \$35/hr per person while the persons effecting delivery are waiting. The Hirer agrees to maintain the responsibility for the equipment whilst it is awaiting pick-up.

The Hirer agrees to ensure that any site specified on the Hire Agreement, will be clear of all obstructions to allow the Owner to erect, install or place the hire equipment. Any items or objects that are required, or requested by the Hirer, to be moved, are done so without any liability to the Owner. The Owner may seek additional payment for any unreasonable delay incurred by the Owner while waiting for the specified area to be cleared

ELECTRONIC COMMUNICATION (EMAILS)

The Owner may email the Hirer from time to time regarding special offers and other information. The Hirer can opt out of these emails at any time. The Owner will not divulge any email addresses supplied by the Hirer as per the Privacy Act 1993.

HIRER'S OBLIGATIONS.

The Hirer is responsible for checking the equipment upon pickup or delivery. The Owner cannot accept responsibility for shortages or claims after the customer takes possession. Where the Hirer is not available to check equipment being delivered or collected, the Hirer shall not be entitled to subsequently dispute the amount of, or condition of the equipment recorded in writing by the company at the time of return.

If the Hirer finds that an item of equipment is faulty or is not in working order, the Hirer must notify the Owner immediately. If the Owner is only notified at the completion of the intended hire period then the Owner is not liable for any compensation to the Hirer. If the Hirer requests the Owner to inspect an item of equipment on site and it is found that the equipment contains no fault then the Hirer may be liable for transportation and labour costs, including any after hour call-out fees.

The Hirer shall:

- Take proper and reasonable care of the equipment at all times; and
- Satisfy themselves that the equipment is suitable for the intended use; and
- Return all equipment in the same state as it was hired. If equipment is transported by a third party carrier at the customer's request (courier, transport company or other freight carrier) then the Hirer is fully liable for any equipment damaged during transit regardless if the Owner has signed any contract or document acknowledging the equipment was returned in an acceptable condition by the third party carrier. The equipment is usually unloaded from the carrier and then inspected by the Owner at a later time.
- Not attempt to repair or authorise the repair of any equipment without written permission from the Owner or open the protective casing of any equipment whatsoever. and
- Take full responsibility for the maintenance & security of any marquees or other equipment hired, unless maintenance or security services have been arranged in writing with the Owner; &
- Agree to notify the Owner in writing of any cancellation or alteration of equipment required and any verbal or telephone communication of an order, cancellation or notification is at Hirer's risk;
- Indemnify the Owner against any claim made by any person against the Owner for any damage, expense, claim, demand action or loss arising directly or indirectly out of the Hirer's use or possession of the equipment; and
- Immediately notify the Owner of any damage to or loss of, or forfeiture of the equipment whatsoever including (by way of example and not limited to) disappearance or theft of equipment, fire, confiscation, negligence or misuse; and
- Use the equipment in a lawful manner with due regard to all laws and regulations pertaining to the use of such equipment, including all regulations pertaining to noise restrictions and the New Zealand Building Act; and
- Use heaters in a lawful manner at all times, including storing LPG bottles greater than 9kg outside of any marquee or building and using patio heaters outdoors. Specifications for the safe use of each heater can be found on the heater itself however if these instructions are not clear or obvious please request a copy from Party Warehouse before using the heater.
- Obtain all relevant building permits and meet all relevant conditions for marquee erections unless the Owner has agreed in writing to undertake this on the Hirer's behalf. If the Owner is to erect and/or dismantle one or more marquees for the Hirer, this in no way passes the responsibility of obtaining the required permits on to the Owner, nor any liability issue if such permits are not acquired; and
- Comply with all requests from noise control officers and remain within legal noise levels. and
- The Hirer agrees not to use streamers, decorations or taping within or near any marquee hired
- Except as permitted by the Consumer Guarantees Act 1993 not bring or threaten to bring claim against the Owner for loss or damage incurred or threatened against the Hirer or arising directly or indirectly from the Hirer's use of the equipment. and

DAMAGE WAIVER ON HIRE

Damage to persons or equipment caused through negligence by the Owner is included in all hire prices. If the Hirer has paid the Damage Waiver the Owner will waive the Hirer's liability for accidental damage to equipment (provided that the Hirer has at all times acted reasonably) or theft of any equipment from secure premises provided further that in the case of theft the Hirer shall immediately notify the Police (taking the name of the Police contact) and the Owner.

For the avoidance of doubt the Hirer acknowledges that the mysterious disappearance, loss or damage resulting from negligent acts or omissions of the Hirer, earthquake and war damage, graffiti and willful damage while in the possession of the hirer and breakages to any glass, crockery or cutlery are not covered by the damage waiver charge. The Owner highly recommends the Hirer to take the Owner's damage waiver of 8% of the total hire charge unless the Hirer provides written confirmation of suitable insurance cover, however it is not compulsory.

Excess: All claims are subject to an excess charge of 25% of replacement cost, with a minimum of \$100 applying, up to a maximum of \$1000 for any one item of equipment

LIMITATION OF LIABILITY

Except where the Owner is in breach of a supplier's guarantee in terms of the Consumer Guarantees Act 1993, the Hirer, in entering into this contract, acknowledges that in all other circumstances whatsoever the Owner shall not be liable for direct or consequential damage, loss or expense whatsoever and howsoever arising (including that resulting from the negligence of the Owner), or arising by operation of law and whether suffered by the Hirer and/or any third party for any amount that exceeds the amount actually paid by the Hirer to the Owner pursuant to this contract. The Hirer acknowledges that if the owner sets up any equipment including (by way of example and not limited to) marquees the Hirer is still liable for any cost set out in this agreement if the equipment is damaged, destroyed, or confiscated in any way while in the possession of the Hirer.

PRIVACY ACT 1993

This contract collects personal information about the Hirer. The information is principally collected to evaluate the hire of equipment that you seek. The information is collected and held by the Owner. The Hirer has rights of access to personal information contained in this contract, subject to the provisions of the Privacy Act 1993. The Hirer agrees that its personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer authorises the disclosure of personal information held by any other party regarding any previous hire agreements entered into by the Hirer. The Hirer agrees to the Owner releasing to other parties information regarding this hire contract if the Hirer does not comply with its obligations.