



# Hire agreement for Just Hitched Limited

## Terms and conditions

These are the terms and conditions subject to which we allow you to hire our Equipment. By signing this agreement, you agree to be bound by them.

We are Just Hitched Limited, a company registered in New Zealand, number 6263255 (the "Owner")

You are: Anyone who hires the Equipment from the Owner (the "Hirer")

## It is now agreed as follows:

### 1. Definitions

These definitions apply unless the context requires a different interpretation:

"Charges"	means the hiring fee and includes all cost related in any way to this hire agreement.
"Deposit"	means a sum paid by you to us as a bond against the possibility of loss or damage to the Equipment while in your possession and against late return of the Equipment to us. This is charged at 25% of total hire cost.
"Equipment"	means the subject matter of this agreement as described in the Quotation.
"Hire Period"	means the period of time within which you are entitled to possession of the Equipment.
"Quotation"	means a fixed price offer by us to you which you have accepted, a copy of which is attached to this agreement as Schedule.
"Services"	means the hire of Equipment and any other services we provide to you under this contract.
"Site"	means the place where the Equipment is to be used by you.

## **2. The basic contract**

- 2.1. This is a hire agreement. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.
- 2.2. The Hire Period is 'three days' from the date of this agreement unless otherwise specified in writing.
- 2.3. The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept and sign this agreement.
- 2.4. This agreement and the Quotation together contain the entire agreement between us and supersede all previous agreements and understandings between us. By signing, you accept the terms set out in the Quotation and the terms of this agreement.
- 2.5. Risk in the Equipment passes immediately to you when the Equipment leaves our possession. That means you are responsible for taking care of it. You remain responsible until the Equipment is safely back in our possession.

## **3. Delivery**

- 3.1. If you ask us to deliver the Equipment, and we agree, we shall have given you a price for delivery as part of our Charge. That Charge must be paid in advance when you pay for the hire contract. Delivery will be made by us [or the carrier] to your address stipulated in the Quotation. You must ensure that someone is present to accept delivery. We shall not leave the Equipment without your having signed for it.
- 3.2. You are responsible for collecting the Equipment from our address.
- 3.3. You may not use the Equipment at any other place than on the Site.
- 3.4. If you pick up Equipment from our premises then:
  - 3.4.1 the Equipment is at your risk from the moment it is picked up by you or your carrier from our address;
  - 3.4.2 you agree that you are responsible for everything that happens after you take possession of the Equipment, both on and off our premises, including damage to property of any sort, belonging to any person.

- 3.5. Dates given for the delivery of Services are estimates only. We shall not be liable for any loss or expenses caused directly or indirectly by any delay in the delivery.

## **4. Charges and Deposit: payment procedure**

- 4.1. All Charges are specified in the Quotation.
- 4.2. All the payments may be made by cash, bank deposit, eftpos or credit card (4.0% surcharge applies for all credit card transactions) or otherwise as specified in the Quotation.
- 4.3. The Deposit (25%) specified in the Quotation shall be paid by you to us on signing this agreement. Only then shall your booking be confirmed.
- 4.4. The Deposit will be repaid to you after you have returned the Equipment and we have had a reasonable time to assess its condition.
- 4.5. The Deposit will be returned to your credit card or bank account through the same mode you have paid to us.
- 4.6. If we have reason to make a deduction from the Deposit, we will tell you the reason and the sum deducted. We shall never deduct more than our actual loss or cost of remediation, or additional hire time.
- 4.7. If you cancel an order after you have contracted to hire Equipment, we shall have lost money. You agree that we may reasonably charge you the following deductions dependent on the cancellation time period. The cancellation of a reservation or the cancellation of part of a reservation must be made in writing and received by us. The following cancellation fees will be charged:
- Up to 30 days before the date of the function: 25%
- 30 - 15 days before the date of the function: 50%
- 14 or fewer days before the date of the function: 100%
- 4.8. If we owe you money for repayment of the Deposit (or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 10 business days from the date when we accept that repayment is due.

## **5. Equipment not as ordered**

- 5.1. We shall use all reasonable endeavours to ensure that:
  - 5.1.1 the Equipment complies with its description on the Quotation;  
and
  - 5.1.2 is of satisfactory quality and/or fit for purpose.
- 5.2. Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Quotation, is of merchantable quality and has arrived in safe, clean and usable condition.
- 5.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Quotation, you must immediately inform us of that defect. If no notice is received by us within 1 day from the time of delivery, then we shall be entitled to assume that you have accepted the Equipment.
- 5.4. If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it.
- 5.5. In returning a defective Equipment please enclose with it a note clearly stating the fault and when it arises or arose.

## **6. Breakdown and repair**

- 6.1. You must inform us immediately of any problem in the operation of the Equipment.
- 6.2. If you have been negligent in your care or use of the Equipment, you will pay us for appropriate replacement Equipment of the same quality without deduction for depreciation or use.

## **7. Hirer's other obligations**

You agree that you will:

- 7.1. not permit any other person to use the Equipment without our written consent.
- 7.2. not take the Equipment to any site other than the Site.

- 7.3. use the Equipment only in accordance with the manufacturer's instructions and to its capacity limits.
- 7.4. return the Equipment to us in condition in which you collected it / we delivered it to you.
- 7.5. not attempt to repair or service the Equipment beyond routine maintenance as required in any manual or manufacturer's instruction.

## **8. Loss or damage caused by third parties**

- 8.1. You must inform us immediately if the Equipment is stolen or damaged by a third party.
- 8.2. You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.

## **9. Disclaimers and limitation of liability**

- 9.1. Conditions, warranties or other terms implied by statute or common law in any country, are excluded from this agreement to the fullest extent permitted by law.
- 9.2. Our business is to hire equipment. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our website or from our staff.
- 9.3. We are not liable to any person in any circumstances If at any time:
  - 9.3.1 the Equipment has been damaged in any way what so ever;
  - 9.3.2 the Equipment has been repaired or serviced by someone not authorised by us to provide that service;
- 9.4. We make no representation or warranty that the Equipment will be:
  - 9.4.1 useful to you;
  - 9.4.2 of satisfactory quality;
  - 9.4.3 fit for a particular purpose;

- 9.5. We do not give any warranty, representation or undertaking that the use of any of the Equipment will not infringe any intellectual property or other rights of any other person.
- 9.6. We shall not be liable to you for any loss or expense which is:
- 9.6.1 indirect or consequential loss; or
  - 9.6.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 9.7. This paragraph (and any other paragraph which excludes or restricts the liability of Company) applies to Company's directors, officers, employees, subcontractors, agents and affiliated companies as well as to Company itself.

## **10. Termination**

This agreement terminates on the first to happen of the following events:

- 10.1. at the expiry of a fixed Hire Period set out in the Quotation, or any extension of it;
- 10.2. we give you notice that we are terminating the agreement because you are, or might be, in breach of this agreement, including a failure to make payment of Charges when due.

## **11. You indemnify us**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 11.1. your failure to comply with the law;
- 11.2. your breach of this agreement;
- 11.3. a contractual claim arising from your use of the Equipment or the Services.

## **12. Miscellaneous matters**

- 12.1. No amendment or variation to this agreement is valid unless in writing, signed by us.

- 12.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence, except we shall not be liable if delivery of the Equipment by us to the Site is delayed for reasons beyond our control.
- 12.3. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 12.4. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 12.5. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 12.6. This agreement does not give any right to any third party.
- 12.7. Unless this agreement says otherwise, neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.
- 12.8. The validity, construction and performance of this agreement shall be governed by the laws New Zealand.

Signed by

James & Melinda Evans  
Owner/Director

On behalf of: Just Hitched Limited