



JUST HITCHED LIMITED

Terms & Conditions

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These are the terms and conditions subject to which we allow you to hire our Equipment. By accepting a quote and making payment you therefore agree to be bound by the outlined terms and conditions.

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

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 to secure a booking. This is charged at \$50 per slumber party booking or as stipulated in the quotation and is non-refundable in the instance of cancellation under clause 4 in this agreement unless otherwise stipulated.
"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.
"Bond"	means the bond payment (if any) detailed in the Quotation and required by the Owner under clause 3 of these Terms and Conditions;
"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 for a slumber party is one night which equates to approximately 18-24 hours or as stipulated in the quotation. The 'hire period' for other services may vary and will be outlined in the quotation.
- 2.3. The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept the quotation and pay the subsequent deposit.
- 2.4. This agreement and the Quotation together contain the entire agreement between us and supersede all previous agreements and understandings between us. By paying the deposit, 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. Charges and Deposit: payment procedure

- 3.1. All Charges are specified in the Quotation.
- 3.2. All the payments may be made by cash, bank deposit or credit card (4.0% surcharge applies for all credit card transactions) or otherwise as specified in the Quotation.
- 3.3. The Deposit as specified in the Quotation shall be paid by you to us on acceptance of this agreement. Only then shall your booking be confirmed.
- 3.4. Bond Payment: The Owner requires a Bond to be paid to ensure the due and proper performance by the Hirer of its obligations under this Agreement. This Bond is in addition to any other fees or charges payable under this Agreement. The Hirer agrees to pay the Owner a Bond of an amount and on the date specified (if any) in the Quotation.
- 3.5. Use of Bond Money: The Bond will be held in trust by the Owner and should the Hirer breach or fail to properly perform the Hirer's obligations under this Agreement, the Owner may use the Bond to carry out the Hirer's obligations and deduct from the Bond any money payable to the Owner under this Agreement.
- 3.6. Return of Bond Money: Where the Hirer has properly complied with all its obligations under this Agreement and Clause 3.5 does not apply then within a reasonable time following the conclusion of the Event and the Hire Period, the Owner will refund the Bond money to the Hirer.

4. Cancellation

4.1. 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: We retain the sum of the deposit.

30 - 15 days before the date of the function: 50%

14 or fewer days before the date of the function: 100%

4.2. Where Just Hitched Ltd advises the hirer of bad weather which has the likelihood of causing damage to the equipment, the owner or the hirer, the hirer has the option of a refund (less the deposit) or a transfer of dates up to 12 months from the scheduled booking. If the hirer wishes to cancel a booking due to bad weather conditions BUT Just Hitched deem the weather forecast to be satisfactory to the conditions of the equipment then the hirer will be accountable to the cancellation policy as stipulated in clause 4.1.

4.3. All medical cancellations must be accompanied by a medical certificate and will apply to the person listed on the certificate only. Medical cancellation will provide the hirer with a full refund but must be lodged with the owner no later than 24 hours before the booking OR the booking deposit will be forfeited.

4.4.

4.5. The owner shall not be held liable if a confirmed booking needs to be cancelled at any time, if a booking is cancelled outside of any other stipulated clauses within this agreement, the hirer will receive a full refund.

5. Breakdown and repair

5.1. You must inform us immediately of any problem in the operation of the Equipment.

5.2. 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.

6. Hirer's other obligations

You agree that you will:

- 6.1. not sublease any of the equipment.
- 6.2. not take the Equipment to any site other than the Site.
- 6.3. use the Equipment only in accordance with the manufacturer's instructions and to its capacity limits.
- 6.4. return the Equipment to us in condition in which you collected it / we delivered it to you.
- 6.5. not attempt to repair or service the Equipment before first consulting the owner.

7. Loss or damage caused by third parties

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

8. Disclaimers and limitation of liability

- 8.1. 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.
- 8.2. We are not liable to any person in any circumstances If at any time:
 - 8.2.1 the Equipment has been damaged in any way what so ever;
 - 8.2.2 the Equipment has been repaired or serviced by someone not authorised by us to provide that service;
- 8.3. We shall not be liable to you for any loss or expense which is:
 - 8.3.1 indirect or consequential loss; or
 - 8.3.2 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.
- 8.4. 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.

9. Termination

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

- 9.1. at the expiry of a fixed Hire Period set out in the Quotation, or any extension of it;
- 9.2. 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.

10. You indemnify us

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

- 10.1. your failure to comply with the law;
- 10.2. your breach of this agreement;
- 10.3. a contractual claim arising from your use of the Equipment or the Services.

11. Miscellaneous matters

- 11.1. No amendment or variation to this agreement is valid unless in writing, signed by us.
- 11.2. 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.
- 11.3. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 11.4. 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.
- 11.5. This agreement does not give any right to any third party.
- 11.6. 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.
- 11.7. 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