

# STRETCH TENTS

## Terms & Conditions

1. Definitions:
  - a. "Agreement" means these terms and conditions and the Quote.
  - b. "Charges" means the hire charges in respect of the Goods and the Services as specified in the Quote. The minimum Charges for any hiring will be the rate for one day irrespective of the length of hire.
  - c. "Deposit" means the deposit (if any) required by the Owner in relation to the Goods as specified in the Quote.
  - d. "Force Majeure" means any event outside of a party's reasonable control, and includes but is not limited to floods, drought, fire, high winds, extreme heat or cold, heavy rain, hail, lightning, strike, civil disturbance, state action, terrorism and any other similar events.
  - e. "Goods" and "Services"  
"Goods" mean any goods, tools, articles and/or devices together with any accessories specified in the Quote which are hired by The Hirer. "Services" means the services and/or work (if any) to be performed by the Owner for The Hirer in conjunction with the hire of the Goods, including but not limited to any delivery and/or collection services.
  - f. "Hire Period" means the hire period as specified in the Quote
  - g. "The Hirer" means the person, firm, company or organisation hiring the Goods as set out in the Quote.
  - h. "Owner" means Stretch Tents NZ Ltd or its Franchisees.
  - i. "Quote" means the quote to which these conditions are attached, setting out inter alia the Hire Period, the Goods and the Services hired and the Charges and Deposit in respect thereof, and any amendments thereto agreed to in writing by the Owner.
  - j. "Site" means the place at which the Goods are to be delivered and/or collected and/or at which Services are to be performed as specified in the Quote.
2. Hire: The Owner hereby lets to The Hirer who hereby hires the Goods and Services on the terms and subject to the conditions set out in this Agreement.
3. Deposit: The Hirer shall pay the Deposit to the Owner on the signature of the Quote in order to secure the hire of the Goods and the Services. In the event of a cancellation of the hire of the Goods and Services by The Hirer, the Deposit shall be forfeited to the Owner as follows; 100% (one hundred percent) of the Rental Charges shall be forfeited if the hire of the Goods and Services is cancelled less than 30 (thirty) days before the commencement of the Hire Period; and 50% (fifty percent) of the Deposit shall be forfeited if the hire of the Goods and Services is cancelled more than 30 (thirty) days before the commencement of the Hire Period; unless otherwise agreed in writing by the Owner.
4. Payment: The Hirer shall pay the balance of Charges to the Owner via electronic transfer or cheque at least 10 days before the delivery of the Goods by the Owner at the commencement of the Hire Period, unless otherwise agreed by the Owner in writing. The Charges are, unless otherwise stated, exclusive of any applicable GST for which The Hirer shall additionally be liable. The Hirer shall pay all sums due to the Owner in terms of this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies. If any amount due by The Hirer to the Owner is not paid on due date, then without prejudice to any other remedy to which the Owner may be entitled, all such overdue amounts shall bear interest at 5% above the Owner's overdraft rate.
5. Site: If no site inspection has been made by the Owner, The Hirer warrants that the Site is: easily accessible to standard vehicles; firm and level; clear and free of underground, surface or aerial obstructions. Should the Site not comply with this warranty, the Owner shall be entitled, without prejudice to any other remedy to which the Owner may be entitled, to: re-determine the Charges payable by The Hirer; or cancel the Agreement, in which event The Hirer shall have no claim whatsoever against the Owner in respect of such cancellation. The Hirer shall at its cost restore the Site to the condition it was in prior to the delivery of the Goods and/or performance of the Service, it being specifically acknowledged and agreed that the Charges do not include any repairs or making good that may be required to the Site.
6. Delivery and access: Delivery and pick-up charges are extra. The Owner reserves the right to charge The Hirer extra for difficult access, which has not been advised, quoted or known of until on site. Difficult access is defined as time consuming factors such as long carry, many stairs, obstructions, uneven ground, narrow passage etc. Waiting time is also chargeable. These extra charges will be shown as "labour" @ the rate of \$40 per man-hour (excluding GST) and are based on the extra time spent in completing the delivery/Pick-up process. Specific timing requests for delivery/pick-up may incur extra charges. The Hirer authorises the Owner to bring its vehicle onto his property to deliver and to recover the Goods at the end of hire. The Owner shall not be responsible to The Hirer nor third parties for any damage that may be done to driveways or underground services by any reason of the weight of the vehicle. Collection and Delivery requirements to be requested at time of ordering. The Hirer is still responsible for Goods until picked up from Site by the Owner.
7. Substitution of goods: If for reasons beyond the control of the Owner any Goods hired are not available for the Hire Period, the Owner shall be entitled to erect and/or supply goods similar in size and/or specification to those referred to in the Quote to meet as near as possible The Hirer's requirements, provided however that such alternative goods shall not materially affect The Hirer's position in relation to the proposed actual use of the Goods by The Hirer. In the event that the Owner is unable to substitute alternative goods the Owner shall notify The Hirer of the cancellation of the Agreement in which event any Deposit or other monies paid by The Hirer shall be refunded immediately and The Hirer shall have no claim whatsoever against the Owner in respect of the cancellation.
8. Early and late return: Any Goods collected at The Hirer's request prior to the expiry of the Hire Period will be charged for in full for the remainder of the Hire Period, unless otherwise agreed in writing by the Owner. Any Goods returned after the expiry of the Hire Period shall be charged for as follows: the full day hire charge for each further day (or part thereof) after the expiry of the Hire Period.

9. Injury or Damage to Hirer or Third persons or Property: The Hirer shall not have any claim against the Owner for loss or damage suffered by The Hirer as a result of The Hirer's use of the Goods and further The Hirer will indemnify the Owner against any claim by a third person in respect of any loss, injury or liability arising from this hiring or arising out of the use of the Goods hired by The Hirer.
10. No assignment of hire Agreement: The Hirer shall not sublet the Goods to any other person but this shall not prevent employees of The Hirer using the Goods in conformity with this Agreement.
11. No warranties by Owner: The Hirer acknowledges that, save as contained herein, the Owner has not made any representations or given any warranties as to: the suitability of the Goods for their intended purpose; the condition and/or quality of the Goods and/or the Services; its expertise in advising the Hirer as to the appropriate Goods or Services to be hired; its expertise in performing the Services.
12. The person signing this document for and on behalf of The Hirer (if not personally The Hirer) warrants that he has the authority of The Hirer to make this contract on The Hirer's behalf and that he is empowered by The Hirer to bind The Hirer to this Agreement. The person so signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the Agreement failing to have such power of authority.
13. Ownership of the Goods remains at all times with the Owner. The Hirer has no right, title or interest in the Goods except insofar as they are hired to The Hirer in terms of this Agreement. The Hirer shall forthwith on request by the Owner advise the Owner of the whereabouts of the Goods and allow the Owner or its agent or servants reasonable time to inspect and test the Goods and for such purposes The Hirer hereby gives irrevocable leave and licence to the Owner its servants and agents to take possession of the Goods, remove the same and to enter upon any premises where the Goods or any of the same or any part thereof may be.
14. Loss or damage to the goods: The Hirer shall be responsible for all expenses, loss (including Charges) and/or damage suffered and/or incurred by the Owner arising from any breakdown of the Goods due to The Hirer's negligence, misdirection and/or misuse of the Goods. If the Goods are returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Goods, The Hirer shall be liable to pay the Owner for the cost of any repair and/or cleaning required to return the Goods to a condition fit for re-hire and to pay the Charges until such repairs and/or cleaning have been completed. However, The Hirer shall not be responsible to the Owner for damage to the goods to the extent that such damage arises from the wilful default or negligence of the Owner or its representatives, agents, employees, sub-contractors and /or servants. The Hirer shall pay to the Owner the full replacement cost of any Goods which are lost, stolen or damaged beyond reasonable repair during the Hire Period. A certificate by the Owner certifying such replacement cost shall be final and binding on the parties and shall be sufficient for the purposes of obtaining summary judgment against The Hirer. The Hirer shall pay the Charges for the Goods up to and including the date it notifies the Owner that the Goods have been lost, stolen and/or damaged beyond reasonable repair. From that date until the Owner has replaced such Goods The Hirer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Goods for that period.
15. Quotation: Where a quotation is given by Stretch Tents for goods and services: The quotation shall be valid for thirty (30) days from the date of issue and the quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary. Where goods and services are required in addition to the quotation the customer agrees to pay for the additional cost of such goods and services. A deposit is required on confirmation of order.
16. Return of Goods: The Hirer or his authorised agent must be present when the Owners staff collect the Goods. If The Hirer fails to be present he shall not be entitled to subsequently dispute the amount of, or condition of, the Goods recorded collected by the Owner.
17. Disputes: No claim relating to goods and services will be considered unless made within seven (7) days of completion of goods and services.
18. Force majeure: Notwithstanding anything to the contrary contained in this Agreement, the Owner shall under no circumstances be liable to The Hirer for any delay, defective or non-performance under this Agreement as a result of Force Majeure. In the event of a Force Majeure event occurring, the Owner shall in its sole discretion determine whether it is possible and/or safe and/or advisable to install the Goods and/or carry out the Services at the Site and/or allow the Goods to remain installed at the Site. In the event that the Owner determines that it is not possible and/or safe and/or advisable for the Goods to be installed and/or the Services to be carried out at the Site and/or for the Goods to remain installed at the Site, this Agreement shall be cancelled and The Hirer shall have no claim whatsoever against the Owner in respect of such cancellation, and the Owner shall be entitled to recover its reasonable costs incurred in attempting to install the Goods and/or carry out the Services in terms of this Agreement, up to but not beyond the amount specified in the Charges. The Hirer shall be responsible for ensuring that it has arranged an alternative venue for the event for which it required the Goods and/or Services and/or has arranged sufficient event cancellation insurance in respect of the event and the Owner shall have no liability whatsoever in respect thereof.