

STELLA MARQUEES LIMITED
TERMS AND CONDITIONS OF HIRE OR SALE

1) **DEFINITIONS:**

- i. The Owner is the Company letting the Equipment on hire.
- ii. The Hirer is the Company, Firm, Person, Corporation or Public Authority taking the Owner's Equipment on hire and includes their successors and personal representatives and employees.
- iii. Equipment covers all classes of Equipment, Furnishings, Drapes, Materials and Accessories which the Owner agrees to hire to the Hirer.

2) **HIRER'S RESPONSIBILITIES:**

- i. The Hirer undertakes to accept full responsibility for loss or damage to the Equipment from whatever cause this may arise, fair wear and tear excepted, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to the persons or property caused by or in connection with or arising out of the use of the Equipment and in respect of all costs and charges in connection therewith, whether arising under statute or common law. The Hirer will be responsible to the Owner for full replacement costs of Equipment lost or stolen and for full repair costs on Equipment damaged, which remains the property of the Owner at all times.
- ii. The Hirer should cover by insurance the indemnity given to the Owner in Clause i.
- iii. The Hirer shall notify the Owner immediately of all loss or damage to Equipment.
- iv. The Hirer must satisfy him or herself that the Equipment is in good order and that the Equipment is not damaged in any way before signing the Delivery Note.
- v. The Hirer shall be responsible for compliance with all laws and regulations applicable to the Equipment and to the work being performed.
- vi. The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the Equipment.
- vii. The Equipment shall be deemed to be on hire from the date the Equipment leaves the Owner's premises either for delivery to the Hirer or as collected by the Hirer. The hire shall continue until the date specified and agreed between the Owner and the Hirer, or until the Owner receives written termination instruction from the Hirer.
- viii. The Hirer shall be responsible for the unloading and loading of all Equipment at the point of delivery and collection:
- ix. Sub-Letting - The Hirer shall not sub-let or lend the Equipment or any part thereof to any third party without first receiving the written permission of the Owner.
- x. The Hirer shall be responsible for the safe keeping of the hired Equipment until the Equipment is returned to/or collected by the Owner.
- xi. The Hirer shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment except as provided in Clause ix and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.

3) **OWNER'S RESPONSIBILITIES:**

- i. Consequential Losses. - The Owner accepts neither liability nor responsibility for any consequential loss of Equipment through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of Equipment.
- ii. The Owner's liability for any defective Equipment shall be limited to replacement or repair of that Equipment or at the Owner's discretion, a refund on the hire cost.
- iii. The Owner shall not be responsible for any consequential losses to the Hirer including expenses, liability, loss, claim or whatsoever proceeding caused by the late delivery, non-delivery, unsuitability or incompatibility of the Equipment.
- iv. The Owner can quote approximate times for delivery.
- v. The Owner shall be entitled to terminate the hire with immediate effect and repossess the hired Equipment at any time if the Hirer is in breach of these Terms and Conditions or if the solvency of the Hirer is in the reasonable view of the Owner in doubt. Such a termination shall not affect the rights of the Owner to recover from the Hirer any monies due under the hire agreement including interest, surcharges, consequential losses or damages for breach.
- vi. The Owner shall only be liable for injury to persons or damage to tangible property where such injury or damage is caused by any defects in Equipment and where such defect is caused by the negligence of the Owner.
- vii. Any failure by the Owner to enforce any or all of these Terms and Conditions shall not be construed as a waiver of any of the Owner's rights hereunder.
- viii. Any of these Terms or Conditions found to be invalid shall not affect the validity of the remaining Terms and Conditions.

4) **GENERAL CONDITIONS OF BUSINESS:**

- i. If the Hirer makes a default payment of any sums due to the Owner for Hire of Equipment or other charges or shall fail to observe and perform the terms and conditions of this contract or if the Hirer shall suffer any distress or execution to be levied against him or her or make or propose to make any arrangement with his or her creditors or being a Company, shall go into liquidation or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's right in the Equipment may be prejudiced or put into jeopardy, this agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature), and it shall thereupon be lawful for the Owner to retake the possessions where the same may be and the termination of the hiring under this condition shall not affect the right of the Owner from the Hirer any monies due to the Owner under the contract or damages for the breach thereof.
- ii. All business to be conducted on immediate cash payment on the presenting of the company's invoice unless alternative terms are arranged in advance of hire.
- iii. In the event of any default of payment for more than 7 days, interest will be charged at a rate of 2% higher than the owner's bank current account rate. The Hirer will indemnify the Owner for the complete costs of recovery of payment including legal fees and court costs.
- iv. The provisions of the Consumer Guarantees Act 1993 shall not apply to any agreement for hire which amounts to a "business transaction" in terms of section 43 of that Act.
- v. All deliveries and collections made by the Owners will be charged extra.
- vi. All rates quoted are subject to GST at the appropriate rate.
- vii. All agreements between the Owner and Hirer shall be governed by New Zealand law and be within the exclusive jurisdiction of the New Zealand courts.

5) **ACCEPTANCE:**

- i. Any order from the Hirer, whether oral or in writing, for the supply of Equipment or services shall be taken as confirmation and as an expressed acceptance of these Terms and Conditions of Hire or Sale.
- ii. The Hirer warrants that they are duly authorized to enter into the contract and hereby personally indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not the case.
- iii. These Terms and Conditions constitute the entire understanding and agreement between the parties hereto and any variation in these conditions shall be binding only if it is in writing signed by and on behalf of the Owner.