

# My Waiheke

— HIRE —

## TERMS OF HIRE

This contract applies to any individual or business entity (hereinafter referred to as the “client”), who hires or purchases goods and services from My Waiheke Hire hereinafter referred to as “MWH”, “us” or “we”). By hiring products from MWH, the client agrees with our terms and conditions.

### DEPOSIT AND ACCEPTANCE OF TERMS

A non-refundable 50% deposit is required to confirm any bookings with MWH, with the balance paid no later than 7 days before the event. Until this deposit has been received we reserve the right to alter supplied pricing and / or release the goods or services to another client. We cannot reserve a date of service until a deposit has been received. By paying the deposit the client confirms their booking for goods and services as stated on the quote and agrees to the terms and conditions listed herein. Any bookings made less than 30 days before the event will pay 100% of the total cost.

A bond/damage deposit may be included with the final balance, which is refunded when all hire items have been returned and checked for damage. Any damages/loss will be paid from the bond. If damage/loss is greater than the bond, the hirer will pay the balance.

### PAYMENTS

We prefer payment by direct credit. Please ensure that the clients job number (top right of the quote or invoice) and name is entered in the reference fields. Credit Card payments can be accepted via TransferWise or PayPal, which does incur a small processing % fee.

### QUOTES

Quotes are based on client’s specification and are subject to change if specifications change. Prices listed are valid until the date specified on the quote. Following this date if no deposit has been received all prices are subject to change.

### PAYMENT TERMS

Following acceptance of a quote by the client an invoice will be issued for the balance owing.



Payment is due 7 days prior to the release of goods or services. A non-refundable 50% deposit is required to confirm any bookings with My Waiheke with the balance paid no later than 7 days before the event. Until this deposit has been received, we reserve the right to alter supplied pricing and / or release the goods or services to another client.

## MINIMUM ORDER

A minimum hire order of \$300+GST is required for all bookings.

## HIRE OF ITEMS

All items unless otherwise stipulated are used by the client on a hire-only basis and remain the property of MWH and our suppliers. Unless otherwise stipulated, the hire period is for 1 calendar day and late return will incur additional costs.

All hire items should be packed up ready at the time of collection. The client is responsible for all items to be easily locatable. We reserve the right to treat any item not easily locatable as lost and the client will be charged accordingly.

In all circumstances the client is responsible for the care of hire items. Any damage or loss of items will result in the full replacement cost being charged. The client is also responsible for any damage, loss or expense caused by the items hired to property or person whether suffered by client or third party.

## DELIVERY + COLLECTION

The hire items will be delivered and picked up by MWH on the dates specified in the invoice. The client will pay for delivery and pick-up of all hire items. Delivery charges will be quoted at the time of the clients booking, and will be based on the volume/ size of the order- larger orders may incur more than one delivery vehicle/charge. Deliveries to the far eastern end of the Island will incur a small surcharge. The dates, preferred times, venue address and contact for the day of the event, are required at the time of booking. Final delivery and collection times must be confirmed no later than 14 days before the event.

## CONDITION OF GOODS

All goods should be checked and inspected against the MWH delivery note at time of receipt. If no one is available to check the goods at time of delivery then this will be at the clients own risk and will be deemed as being delivered in a clean and undamaged condition. All accessories and props hired should be returned in a 'reasonably' clean condition.

## SUBSTITUTION

Should the need arise for a substitution to be made, MWH shall inform client prior to the event when possible. If the substitution is valued at less than the amount of original hire item, MWH will give a refund of the payment difference.



## DAMAGE, REPLACEMENT & CLEANING

The client is responsible for all products while in the client's possession. This includes damage, breakage and loss. Any items left at unattended premises remain the hirer's responsibility. The client is responsible for all damage of hire items including broken, chipped, or scratched items beyond normal wear and tear. If MWH deem that significant damage is done to their hire items, the bond will not be refunded. If the damage costs are greater than the bond (retail value), the client will be invoiced and shall remit payment equal to the amount in excess within 10 business days.

The client is responsible for all insurance costs i.e. re, theft.

## POSTPONEMENT & CANCELLATION

Cancellation of the total hire must be made in writing. The 50% nonrefundable deposit will not be returned and the following charges will also apply:

Notice prior to the event date of 30 or more days - no charge.

Notice under 30 days to the event date 100% will be charged.

When cancellation occurs following full payment an invoice will be issued for all goods and services rendered to date and any balance refunded.

MWH is not responsible for the actions or items of any other vendors or venue.

In the case of a force majeure preventing your event from occurring your hire booking can be transferable to a new date. New event dates must be no more than 12 months after the original event date. Postponements more than 12 months after the original date will constitute a new event and additional fees will apply. Postponements will not be accepted within 30 days of the event, unless it is by a government-mandated restriction that will directly impact MWH from delivering the confirmed goods and services. If you have already postponed a booking date once we will not accept a second postponement. If we cannot deliver the hire on the new date and no substitution of product is possible the booking will be cancelled, or the order may be refunded at our discretion. In the unfortunate event that the event is cancelled due to ANY circumstances including but not limited to: event called off, date change, Act of God (car wreck, severe weather, death in family) all payments made to date are non-refundable and all outstanding payments will be due immediately for any cancellations within 30 days of the event.

## UNPAID MONEY

The client will be charged interest at the rate of 10% every month on any unpaid monies. We reserve the right to charge the client any fees associated with the retrieval of unpaid monies.

## COPYRIGHT

All images, designs and concepts created by MWH are protected by copyright and remain our property. These are not to be used, replicated, published or distributed without our express consent.



## PHOTO RELEASE

The client agrees to grant permission of use of photos to promote the MWH business including but not limited to, use on the MWH website, social media, and print marketing materials. The client waves the right to payment or royalties for the images and waves right to approve the photos before use.

You do not need to sign any formal documentation to indicate your acceptance. We will proceed on the basis of this confirmation that you have read the terms and conditions set out above and also on our website at [www.mywaiheke.com](http://www.mywaiheke.com)

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