



Terms & Conditions for Make Your Day Events

The “customer” agrees to the following terms & conditions of hire when hiring “equipment” from Make Your Day Events (“the Company”).

1.0 Hire Period

The hire period commences at the time shown on the quote form, which is the day the equipment leaves the company’s premises. The hire period shall terminate at the date stated by the company on the quote form. By that time the equipment is to be delivered back to the company’s premises either by the customer or by the company when requested. Additional cartage charges are to be paid by the customer.

2.0 Hire Charges

Equipment is normally hired on a daily, 3 day or weekly basis. In the absence of special rates to the contrary, the equipment is hired for a standard three day period. The minimum charge for any hire will be as per the rates outlined in the company’s ‘Price List’. The hire period, and corresponding rate, applies from the time the equipment leaves the company’s premises to the time that it is returned.

3.0 Deposit

A deposit is required to secure a booking with balance being payable one week before pick up or delivery. The deposit payment forms part of the total payment due for the hire and is different from the bond payment.

4.0 Refundable Bond

A Refundable Bond is payable for equipment hire and will be refunded if the equipment is returned in good order and working condition. If the equipment is returned unclean, or with damage, missing items, or stains, the bond will be retained by the company. This will be done within 28 days of the hire.

5.0 Payment

Full payment must be made prior to collection or delivery of the hire equipment. Normally the payment required before hiring commences will exceed the estimated hiring charges and an appropriate refund (the ‘bond’) will be made to the customer on return of the equipment in good order and working condition. Should hiring charges exceed the amount of the deposit the balance is payable by the customer immediately upon return.

6.0 Delivery and Removal of Equipment

6.1 The customer authorises the company to bring its vehicles onto their property to deliver and collect the equipment. The company shall not be responsible to the customer or any third parties for any damage that may be done to driveways, grass areas, underground services, or anything else.

6.2 The customer shall be present at the delivery address to acknowledge receipt of equipment hired. If the customer is not present, the company may charge the customer \$20.00 per person per hour while the persons effecting delivery are waiting.

6.3 The customer is responsible for checking the equipment upon pick up or delivery. The company can not accept responsibility for shortages or claims after the customer takes possession. Where the customer is not available to check equipment being delivered or collected, the customer shall not be entitled to subsequently dispute the amount of, or condition of the equipment recorded in writing as returned by the company at the time of return.

7.0 Insurance

The customer is responsible for the insurance of equipment for the period of hire including where the customer transports to and from the premises of the company. The customer shall indemnify the company against any damage or loss or from theft which may occur whilst the equipment is in the care of the customer.

8.0 Customers Responsibilities

8.1 The customer shall take proper care of the equipment and shall indemnify the company against any damage or loss or theft. The customer must reimburse the company in full for any damage or loss immediately upon termination of the hire.

8.2 If the customer finds that the equipment is not in working order or finds any fault with the equipment, where possible they must notify the company immediately. If the company is only notified at the completion of the intended hire period, then the company is not liable for any compensation to the customer. If the customer requests the company to inspect the equipment on site and it is found that the equipment has no fault, then the customer may be liable for an additional labour and transport cost.

8.3 The equipment does not purport to be new or equal to new but when sent out all items are understood to be good condition and fit for normal purposes.

8.4 Equipment must be returned in clean condition otherwise a cleaning fee will be applicable. If tablecloths, chair covers, or other materials have stains from red wine, candle wax, or other permanent markings, the applicable cleaning fee will be equal to the replacement costs plus any additional costs the company may incur.

9.0 Damage to Property and/or Person

Upon hiring the customer hereby accepts responsibility for the loss or damage to property and/or injury to any person/s resulting from the installation, dismantling, use or operation of the equipment and hereby indemnifies the company against any claims which may arise from any person/s.

10.0 Loss or Damage of Equipment

Upon hiring the customer hereby accepts full responsibility in the event that the equipment is lost or damaged beyond repair whilst in the customer's care and will be liable for the full replacement cost plus any additional costs that the company may incur in replacing the product.

11.0 Cancellation of Hire

If the customer, for any reason, terminates a booked hire or part of booking 100% of deposit will be withheld. In any circumstances where cancellation occurs and the company has incurred additional costs such as loading of vehicles, transportation of equipment, or utilization of labour, then additional fees may also be incurred by the customer.

12.0 Company's Right to Terminate Hire

12.1 The company may terminate the hire at any time without providing any reason for so doing, either verbally or in writing. The company will not be responsible to the customer for any loss they may claim to have suffered in respect of such termination. This could pertain to adverse weather or work conditions in the case of marquee hire.

12.2 Notwithstanding termination of the hire the customer shall be obliged to pay the company a sum equivalent to hire fees at the rate specified therein in respect of any period from date of termination of the hire until the equipment is actually returned to the company's premises.

13.0 No Warranties by Company

13.1 The company makes no warranty or representations to the state, quality, or fitness of any equipment for any particular purpose and no such warranty shall be implied from the description of the equipment on the quote form / hire list. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

13.2 The customer shall, forthwith on request by the company advise the company the whereabouts of the equipment and allow the company, its agents, or employees reasonable time to inspect and test the equipment and for such purposes the customer hereby gives irrevocable leave and license to the company and its employees and agents to take possession of and remove the same and to enter upon any premises where the equipment of any of the same or any part thereof may be.

14.0 Council Consent

The New Zealand Building Code (NZBC) requires each marquee, or each group of marquees, to obtain a building consent for the relevant local authority, e.g. Local Council, if it is over 100m² in size on public or private property.

It is always the responsibility of the land owner to obtain building consents and to ensure that the marquee complies with all temporary building and fire safety requirements under the NZBC. If the land owner is not the hirer of our equipment, then it is the hirer's

responsibility to obtain consent. If requested Make Your Day Events will arrange for this consents on your behalf - please consult us for consent fees. Make You Day Events strongly recommends you understand and comply with all required laws and regulations relating to marquees, fire safety and functions and events. When hiring our equipment you will be deemed to have complied with such rules and regulations, even if we erect marquee(s) or other equipment on your behalf.

The "person in charge" (or the equipment hirer) of a function or event is responsible for ensuring the marquee remains code-compliant at all times. This includes ensuring all required safety equipment is present and that exit routes from the marquee are not obstructed.

The "person in charge" of a function or event is also responsible for ensuring the safe and legal use of all dangerous or hazardous goods. This includes the use of diesel, kerosene and LPG for heating and cooking appliances.

15.0 No assignment of equipment or agreement

The customer shall not sublet the equipment to any other person, but this shall not prevent employees of the customer using the equipment in conformity with this agreement.

16.0 Acceptance of Terms & Conditions

If, for any reason, the customer has not acknowledged these terms and conditions by signing the face of the invoice, the customers payment of the deposit will have been deemed to have accepted the terms and conditions of hire