

HUMBLE HAPPY HIRE TERMS AND CONDITIONS OF HIRE June 2022

These terms and conditions of hire apply to all bookings for Equipment hired from Tracy Stevenson trading as Humble Happy Hire. It is your responsibility to make sure you understand these terms and are prepared to comply with them at the time you confirm your booking.

1. DEFINITIONS

1.1 In these Terms:

- (a) **Agreement** means any booking or order relating to the Equipment, together with these Terms.
- (b) **Customer** or **You** means the person, firm, company or entity hiring Equipment from Humble Happy Hire.
- (c) **Equipment** means the Equipment and accessories specified in your booking.
- (d) **Humble Happy Hire, We** or **Us** means Tracy Stevenson trading as Humble Happy Hire and her successors and assigns.
- (e) **Price** means the price to hire the Equipment and/or book a Venue stated in our booking documentation, plus Goods and Services Tax.
- (f) **Terms** means these Terms and Conditions of Hire.
- (g) **Venue** means a third party venue booked by us for a Customer event.

2. BOOKINGS

Bookings: You will request to book Equipment via the booking button on our booking platform. If the Equipment is available on the selected date we will send you a booking confirmation and a request for payment of the deposit. Each booking we accept will constitute a separate contract on the terms of this Agreement.

Deposit: in order to secure your booking you must pay the deposit within 48 hours. For the avoidance of doubt, we will not be able to secure a Venue unless you have paid the relevant deposit.

Unavailability: If your chosen Equipment becomes unavailable due to damage during a prior booking (and cannot be replaced with an identical item) you will be entitled to either select another item of Equipment or receive a credit with us. While we will do everything in our power to repair or replace any damaged Equipment we cannot guarantee it will be available and do not accept any liability if it is not.

Bond: We may require a bond payment before we release Equipment to you. We are entitled to deduct any additional costs incurred under this Agreement from the bond (such as those referred to in clause 5). We will repay the bond (or balance of the bond) using the same method by which it was paid to us 2 working days after you return the Equipment to us.

Rescheduling: We are happy to reschedule bookings at your request as long as the chosen Equipment and Venue are available on the requested dates.

Cancellation: Except as set out below we do not accept cancellations and we do not offer refunds.

- (a) If your event is cancelled we can give you a credit with us as long as you give us at least a week's notice so that we can rebook the Equipment with another customer.
- (b) Where your event is cancelled because of COVID-19 related restrictions we can arrange a full refund if you give us at least 2 days' notice. If you have booked a third-party Venue and you give us less than 2 days' notice we may not be able to obtain a refund of the Venue portion of the Price;
- (c) With respect to bouncy castles only, in the case of rain we will either initiate or accept cancellation on the collection date and a full refund to be paid to you.

3. PAYMENT

Online banking: Payment may be made by direct deposit to the bank account stated on our website or otherwise notified to you. We will not release Equipment to you until payment has been made in full, but we will accept proof of payment in pdf format by email to confirm your booking.

Website payments: Payments you make via our website are processed by Stripe and its global affiliates ("Stripe"). If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full.

Balance of Price: Unless otherwise agreed we will only allow you to collect the Equipment once you have made payment in full. All payments by you will be full, free and clear of any deduction, withholding, set-off, counterclaim or other claim.

Afterpay: We also offer payment via Afterpay in accordance with Afterpay's terms and conditions.

Payment defaults: In cases where we provide you with credit, failure by you to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default and, without prejudice to any of our other rights or remedies, simple interest at 1% per month will be payable on demand from the due date until payment.

Collection costs: You indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may

suffer or incur as a result of any failure by you to make due and punctual payment.

4. COLLECTION AND DELIVERY

Collection by you: You may collect your Equipment on the day of your event during working hours or as otherwise agreed with us. The collection address is at our premises in Te Awamutu (the exact address will be given upon receiving your payment). On collection you are responsible for ensuring that you have collected the correct Equipment.

Delivery by us: If you have requested and paid for delivery we will deliver the Equipment to your location on the day of your event or as otherwise agreed. You agree to give us convenient access to the delivery site and ensure the site is clear and unobstructed. If the site has unsuitable or obstructed access and we are required to undertake additional work we reserve the right to charge for such additional work.

Defects: If Equipment you have hired is damaged, faulty or spoiled at the time you wish to use it, we will comply with our obligations under the Consumer Guarantees Act 1993. Otherwise, we do not accept cancellations or returns.

Failure to supply: Where we fail to make the Equipment available or where you incur any loss in relation to availability as a result of our conduct our liability will be restricted to replacing the Equipment.

5. USE, CARE AND RETURN

Own Use: Equipment must be used in accordance with any instructions we give you. You agree not to place the Equipment under the control of another party. We will charge you for additional costs if the Equipment is used by someone else or used otherwise than in accordance with our instructions.

Safety: It is up to you to ensure that the Equipment is used safely and for the purposes for which it is hired to you. We will not be liable for any injuries or damage arising from misuse of the Equipment.

Returns:

- (a) You agree to return the Equipment to us before close of business on your booking date unless agreed otherwise. Late returns will be charged at \$20.00 per day that the Equipment is overdue. If the Equipment is overdue and as a result is not available for a subsequent booking we will hold you responsible for any resulting losses or costs, including if we are required to refund another customer.
- (b) Equipment must also be returned to us in the form and condition it was in when you collected it. If it is not we reserve the right to charge a reasonable administration fee to cover any cost we incur as a result of this.

Damage: If the Equipment is damaged you must notify us right away. We will inspect the Equipment on return and charge you for any repairs or replacement. If the Equipment needs cleaning we may charge you for the additional cleaning fee.

Replacement: Equipment must be returned in its original condition. If the Equipment is damaged beyond repair, lost or stolen we will require you to pay the full cost of replacement. Replacement charges must be paid within 7 working days.

Collection by us: If you have requested and paid for us to collect the Equipment you agree to ensure it is ready for collection at the agreed time. In addition, clauses 5.3 to 5.5 apply as relevant.

Venue: Where you are using a Venue you agree to comply with any conditions of use that we may communicate to you. If you or your guests cause damage to the Venue we reserve the right to pass the resulting costs on to you. If the behaviour of any guest is cause for concern we reserve the right to require them to leave the Venue.

6. GUARANTEES AND LIABILITY

Consumer Guarantees Act: As a consumer, you have certain rights under the Consumer Guarantees Act 1993 (the **Act**) and the Fair Trading Act 1986. If you are hiring Equipment for business purposes, you acknowledge that the provisions of the Act will not apply and that we will have no liability for any loss you suffer.

Venue: You acknowledge you take full responsibility for your own and your guests' health and safety while at a Venue. We do not take responsibility for loss or damage to your or your guests' personal property at a Venue.

7. GENERAL

Events outside our control: If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components, embargo, accident, emergency, inclement weather, act of God or other contingency interferes with our obligations under this Agreement then we may, at our sole discretion, suspend our performance of any such obligation or cancel this Agreement and will not be liable to you in any respect. This includes a Venue becoming unavailable for any of the above reasons.

Severability: If any clause or provision of this Agreement is held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such judgment will not affect the remaining provisions of this Agreement which will remain in full force and effect as

if such clause or provision held to be illegal or unenforceable had not been included.

- 7.3 **Variation to Terms:** We may vary or replace these Terms from time to time by notice in writing.
- 7.4 **Waiver:** This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We may only waive a term or condition in writing, and such waiver will only apply to the particular transaction to which it refers.
- 7.5 **Privacy Policy:** Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in operating our business. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with this Agreement and any future like arrangement or arrangements.
- 7.6 **Electronic Communications:** You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages please use the "unsubscribe" function and we will remove you from the mailing list.
- 7.7 **Governing law and jurisdiction:** This Agreement is governed by and construed in accordance with the laws of New Zealand in English, and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.