

Johnson & Couzins Hire Ltd

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

A: Definitions:

- i) Johnson & Couzins Hire Ltd refers to the owner of the goods and the provider of associated services.
- ii) The Hirer refers to the customer of Johnson & Couzins Hire Ltd and to the person, Company or individual that ordered the goods and/or services.

B: Liability:

- i) Upon goods leaving the store of Johnson & Couzins Hire Ltd the Hirer becomes responsible for all and every risk, loss, or damage, and will be chargeable in respect thereof.
- ii) The Hirer is liable and chargeable in respect of any costs incurred in cleaning of goods returned or left in soiled condition, or defaced by writing, drawing or other means.
- iii) Johnson & Couzins Hire Ltd does not guarantee any tents, marquees, tarpaulins or similar hire items watertight, or impervious to wind, snow, earthquake, or natural force, or disaster, and it is agreed that Johnson & Couzins Hire Ltd shall not be liable for any loss, damage or extra cost consequent on the failure, alleged or established, on any product supplied.
- iv) The Hirer is solely responsible for maintenance in good complete and tight erected condition, any Marquees hired, unless maintenance services have been arranged prior with Johnson & Couzins Hire Ltd.
- v) However for any maintenance that is requested or supplied by Johnson & Couzins Hire Ltd during the period of the hire, a charge of \$40.00 per hour per person plus travel expenses will be made, excluding GST.
- vi) Where maintenance services are requested by the hirer at short notice the liability of the hirer is in no way reduced.
- vii) The Hirer shall be liable for any extra or unforeseen costs, losses or damages as a result of the erection or dismantling process, or as a result of non delivery in due time, or as a result of shortage or any other types on non performance associated with supply.

C: Deposits and Payment:

- i) **Full payment** is required before items are either picked up by the Hirer, or delivered by Johnson & Couzins Hire Ltd.
- ii) 20% **Non-Refundable** Deposits must be received by Johnson & Couzins Hire Ltd upon acceptance of the Hire Contract. Where Johnson & Couzins Hire Ltd is not in receipt of a deposit (or company order), Johnson & Couzins Hire Ltd shall be entitled to re-hire the goods WITHOUT notification to the Hirer and to cancel the Hirer's contract WITHOUT notification.
- iii) It is agreed that Johnson & Couzins Hire Ltd may reserve the right at all times to insist that hiring and other charges including bonds be received in full before the goods leave the Store of Johnson & Couzins Hire Ltd. In circumstances where such payment is not made it is agreed further, that notwithstanding refusal to deliver, or supply, the Hirer shall be chargeable in respect of all the hire charges.
- iv) Refunds of Bonds may be made by Johnson & Couzins Hire Ltd up to 1 week after the goods have been returned to Johnson & Couzins Hire Ltd.
- v) In the event that the Hirer does not make full payment of items, they shall be referred to Baycorp, and any additional fees incurred will be payable by the Hirer.

D: Ordering – Alteration – Cancellation:

- i) It is expressly stipulated and agreed that any verbal or telephone communication of an order, and alteration, or cancellation is at the Hirer's risk. Hirer's are urged to cancel in writing and to seek written confirmation of orders and alterations.

E: Delivery and Possession:

- i) It is expressly stipulated and agreed that any carrier or any other person uplifting the goods from Johnson & Couzins Hire Ltd is the agent for the Hirer, and that the Hirer will be bound to acceptance of the goods, and these conditions by the action of that agent or agents.
- ii) Payment of deposit, or acceptance of the goods or signature on receipt shall be deemed acceptance of these conditions.

F: Possessions and Charges:

- i) The Hirer is liable to pay any Hire charges for equipment retained or unavailable beyond the time period specified, and to pay any costs consequent.
- ii) The Hirer is liable to pay any charges or costs incurred in repossession of hire goods.
- iii) Johnson & Couzins Hire Ltd is the owner of the goods at all times, and it is agreed that the Hirer possesses the goods as bailee of Johnson & Couzins Hire Ltd, and grants Johnson & Couzins Hire Ltd, its officers, employees or agents the right to enter premises owned or occupied by the Hirer to search for, and repossess goods owned by Johnson & Couzins Hire Ltd at any time.
- iv) The Hirer is liable to pay hire and other charges in full based upon the possession of the goods, and/or receipt of the services. The amount or degree of use attained by the Hirer shall have no bearing on the calculations of charges.

G: Privacy Act:

- i) Johnson & Couzins Hire Ltd undertakes to collect, use and store the information you provide on this form according to the principles of the Privacy Act 1993. The information will be used to assist us to improve the service standards of the company.