PartyZone Ltd

GST Reg. No: 79-014-141

PO Box 316020, Wairau Valley

Phone (09) 442 1442 A/Hours - 021 536 488 (After Hours assistance up to 11PM)

PartyZone Ltd - Standard Terms and Conditions of Hire

1. By ordering and/or hiring and/or taking delivery and/or using hire equipment from PartyZone Ltd, the Customer is deemed to have accepted the following terms and conditions. Taking delivery, collection and/or use of any of the hire equipment by another party on behalf of the Customer, also constitutes such acceptance by the Customer.
2. If the Customer is an organisation, then by ordering and/or taking delivery and/or collecting and/or using the hire equipment, the individual warrants they are authorised to act on behalf of such organisation. If the Customer is an individual person and receipt of the hire equipment is accepted by another party acting on behalf of the Customer, then the Customer and the other party jointly and severally accept the Customer's responsibilities and liabilities under these terms and conditions.
3. PartyZone Ltd will make reasonable efforts to accommodate changes to orders made by the Customer. Cancellations may result in the loss of a deposit. Changes requested by the Customer subsequent to booking may not be possible and/or may result in additional handling fees and/or cancellation charges.
4. Deliveries of hire equipment done by PartyZone Ltd or its contractors are on an all care no responsibility basis and PartyZone Ltd accepts no responsibility for any damage or injury occurring during delivery or subsequent collection, howsoever caused and of whatever nature.
5. Upon delivery by PartyZone Ltd or its contractors or collection by the Customer, the Customer accepts the hire equipment into its care and accepts responsibility for any loss or damage to such equipment how so ever caused until returned to or collected by PartyZone Ltd or its contractors. It is the Customer's responsibility to protect the hire equipment from loss or damage of any sort until returned to or collected by PartyZone Ltd or its contractors. Hire equipment is not insured outside of PartyZone Ltd's premises. The hire equipment remains the sole property of PartyZone Ltd.
6. Unless agreed otherwise in writing (a) Saturday hires being collected by PartyZone Ltd shall expire on the Sunday following; (b) Saturday Hires being returned by the Customer shall expire on the Monday following; (c) Other hires shall expire on the day following. If equipment is returned late or access to the equipment is not available to PartyZone Ltd or its contractors at the agreed pick up time or other mutually agreed time, the Customer shall pay on demand additional pickup fees and the additional hireage fees at the normal rates.
7. The Customer shall use the hire equipment in a reasonable manner only for the purpose for which it is intended and shall comply with PartyZone Ltd's use and safety instructions. The Customer accepts full responsibility for the correct selection of hire equipment and manner of use. PartyZone Ltd accepts no responsibility for other equipment used in conjunction with or connected to the hire equipment. The Customer shall ensure that normal requirements for safety including electrical and gas safety are followed. In particular if electrical equipment is used outside a Residual Current Device (RCD) or isolating transformer shall be used. The Customer shall immediately prevent any use of hire equipment (in particular gas or electrical) if there is or appears to be a safety risk and shall take all reasonable precautions to avoid injury or damage. The Customer accepts full liability for and indemnifies PartyZone Ltd against any and all claims by any party for damage or injury how so ever caused and resulting from hiring and or using the hire equipment..
8. All hire equipment is carefully checked before hiring. It is the Customer's responsibility to check the hire equipment upon delivery or collection and immediately advise PartyZone Ltd of any malfunction, damage or discrepancy. Failing such notification, the Customer may be held liable for such malfunction, damage or shortages. A breakdown of equipment caused by misuse shall not be cause to shorten the agreed hire period.
9. In any event, PartyZone Ltd's liability shall not exceed the value of the current hire or sale to the Customer
10. Deliveries made without the Customer's representative present are made entirely at the Customer's risk. In such circumstances PartyZone Ltd's or its contractors records of such deliveries shall apply and the Customer shall be deemed to have accepted these terms and conditions.
11. Every effort is made to supply the hire equipment ordered but PartyZone Ltd reserves the right to substitute similar items if necessary.
12. Unless agreed otherwise (a) delivery fees for Jukeboxes, lights and audio equipment include to/from the installation location (b) Event Hire equipment delivery fees cover delivery to and collect from a location adjacent to vehicular access. Additional charges may apply for transporting further, up stairs, repeat trips to collect missing items etc
13. Cleaning after use:- all hire equipment shall be returned in a clean condition, ready for reuse. If equipment is returned in a dirty condition (including adhesive tape on cables), cleaning charges may be applied. Please note the hire charge is for hire not washing and/or drying.
14. The Customer shall not, nor allow others to (a) service, repair, or in any way tamper with the hire equipment nor (b) copy or move electronic files to or from the hire equipment.
15. The Customer shall immediately notify PartyZone Ltd of loss, confiscation, failure or damage to hire equipment. If the phone is not answered, the Customer shall leave an appropriate message including a contact number. If such notification is recorded before 11PM, PartyZone Ltd shall, wherever reasonably practical, replace or repair failed equipment as quickly as possible or assist the Customer by telephone to rectify or overcome such failure.
16. The Customer shall on demand reimburse PartyZone Ltd for loss, confiscation or damage to the hire equipment while it is in the Customer's care (fair wear and tear excepted) and for cleaning charges. Reimbursement shall include the costs of hire equipment recovery, lost hire and repair or replacement.
17. The Customer shall pay on demand interest at the rate of 20% per calendar month or part thereof on any overdue amounts.
18. PartyZone Ltd may charge any overdue amount to the credit card used for the security bond and/or the credit card used for any payment due or made for the hire equipment and to apply any Bond to such overdue amounts. The Customer remains responsible for all such amounts until paid in full.
19. PartyZone Ltd may refer overdue amounts to legal advisors and or debt collection agencies for recovery. All resulting costs reasonably incurred by PartyZone Ltd in addition to overdue interest as above shall be added to the amount owing. The Customer hereby authorises PartyZone Ltd to pass relevant information to such debt collection agencies, advisors and courts.
20. PartyZone Ltd may use the Customer's details for promoting its own business to the Customer. PartyZone Ltd shall promptly cease such promotion if so requested by the Customer in writing. PartyZone Ltd shall not divulge Customer's confidential information to others or use such information for any other purpose without the Customer's permission except as provided above or required by law.
21. The current laws of New Zealand apply.