

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Business day/s:** means any day of the week other than:
 - a. a New Zealand national public holiday or public holiday observed;
 - b. the province anniversary date in which HapPea Events registered office is situated;
 - c. a day in the period commencing 24 December in any year and ending on 3 January in the following year (both days inclusive).
- 1.2. **Deposit:** the initial payment described in the quote.
- 1.3. **Goods:** plants, florals, foliage, styling elements, staging elements, plant pots, planter bags, vessels etc.
- 1.4. **HapPea Events:** HapPea Events Limited being the trader, the company; the owner and provider of the goods and styling services.
- 1.5. **Hired items:** all goods and other items supplied by HapPea Events over the hire period.
- 1.6. **Hirer / client:** the consumer; the person(s) or company hiring or receiving the goods.
- 1.7. **Hire period:** from the time of delivery to the time of collection of the hired items by HapPea Events.

2. RESERVATION AND PAYMENT ARRANGEMENTS

- 2.1. Unless otherwise specifically arranged between the owner and the Hirer, equipment is hired on a 48 hour rate as specified in the quote.
- 2.2. To reserve the services of HapPea Events, a 30% deposit is required at the time of booking. No booking is confirmed until payment is received.
- 2.3. Payment of the deposit indicates the client has read and agreed to the terms and conditions.
- 2.4. Once the payment of the deposit has been made, order total cannot be reduced.
- 2.5. The remaining balance can be paid in instalments or in a lump sum. The final payment, plus a bond of 30% of the hire fee (if applicable) needs to be paid at the latest 30 days before the event date.
- 2.6. Failure to pay in a timely manner will be considered a termination of the contract and no delivery will be made.
- 2.7. All deposits and payments are non-refundable.
- 2.8. Payments can be made by bank transfer.

3. CANCELLATIONS

- 3.1 The Hirer/client may cancel the agreement by written notice to HapPea Events at any time but deposits and payments will not be refunded. Please notify us via email as soon as possible.
- 3.2 If possible, the booking may be transferred to another date, subject to availability with a minimum of 3 months' notice.
- 3.3 Cancellations less than 3 months from your event date will incur a 50% cancellation fee.
- 3.4 Cancellations within 30 days from your event date remain payable in full.

4. CARE OF GOODS AND BOND

- 4.1. The Hirer will keep the hired items in good condition throughout the hire period.
- 4.2. Without limiting clause 4.1, the Hirer will ensure no liquids, fluids, decoration, lighting or any other matter or material are to be added or attached to the compost or plant.
- 4.3. HapPea Events may at any reasonable time during the hire period, access the event venue to monitor compliance with clause 4.1 and 4.2 above and without prejudice to any other remedies it may have may remove any or all hired items if it is concerned about non-compliance with those provisions.
- 4.4. The hirer will be responsible to HapPea Events for any damage or loss to hired items over the hire period.
- 4.5. To help secure the obligation in 4.1 above, unless otherwise agreed, the Hirer will pay to HapPea Events a bond of an additional 30% of the total cost of hire at least 30 days before the event date.
- 4.6. The bond will be refunded in full to the Hirer forthwith on completion of the hire if there is no damage or loss to hired items over the period of the hire.
- 4.7. In the event of:
 - any loss or damage to hired items or delay in collection, or
 - delay in collection of the hired items due to default of the hirer:
- 4.7.1. HapPea Events will assess the value of the loss/damage by reference to:
 - a. the reasonable repair or replacement (full retail) cost, and
 - b. related expenses (e.g. travelling, administration and buying fees, purchasing costs, freight costs) and
 - c. any lost hire revenue until HapPea Events can replace the lost, damaged or uncollected hired items.
- 4.7.2. HapPea Events will issue a specific invoice to the Hirer showing the resulting amount due and how that is calculated (including GST).



- 4.7.3. If the Hirer disputes the amount due the hirer will notify HapPea Events within 3 business days after receipt of the invoice and, unless the parties agree otherwise, the dispute will be referred for determination pursuant to clause 9.3 below. Otherwise, the Hirer is deemed to have accepted the amount due.
- 4.7.4. When the amount due is determined, the bond will be applied on account of the amount due and:
 - a. any excess will be refunded forthwith by HapPea Events to the Hirer, and
 - b. any shortfall will be paid forthwith by the Hirer to HapPea Events.

5. DELIVERY AND COLLECTION OF GOODS

- 5.1. Goods will be delivered to and collected from the delivery address at agreed dates and times by HapPea Events.
- 5.2. The Hirer shall be present at the delivery address to acknowledge receipt / delivery of goods unless agreed otherwise.
- 5.3. The hired items and any other items belonging to HapPea Events will remain at the location as delivered to by HapPea Events. Under no circumstances will they be moved to another location without the express written consent of HapPea Events.
- 5.4. All bookings are accepted on the basis that sites have easy access and are within 10 to 20 metres of the delivery point. If this is not the case, the Hirer must inform HapPea Events prior to accepting the quote.
- 5.5. The Hirer must inform HapPea Events of any difficulties regarding access before accepting the quote.
- 5.6. The Hirer must ensure the following:
 - 5.6.1. Sufficient on / off loading space has been allocated for the duration of delivery and collection.
 - 5.6.2. The width and height of any entrances and rooms is suitable to accommodate all hired items (including chosen plants, installations and related materials)
 - 5.6.3. If access is by stairs or lifts, Hirer must inform HapPea Events prior to accepting the quote, as access may be restricted for some goods.
 - 5.6.4. Any consents required by a venue regarding types and delivery of hired goods have been obtained by the Hirer.
 - 5.6.5. Hirer must ensure there is adequate time and space for set up and pick up; and that the designated area is safe and free of obstructions or hazards.

6. OWNERSHIP OF GOODS

The goods remain the property of HapPea Events at all times during the hire period.

7. LIABILITY AND INDEMNITY

- 7.1. The Hirer or client shall not have any claim against HapPea Events for loss or damage suffered by the Hirer or client as a result of the Hirer's use of the hired or purchased items.
- 7.2. The Hirer will indemnify HapPea Events against any claim by a third party in respect of any loss, injury or other liability arising out of the use of the hired items by the Hirer.

8. WARRANTIES

- 8.1. HapPea Events warrants that the hired goods will be delivered in good and reasonable condition for the intended event PROVIDED THAT:
 - 8.1.1. the hired items might not be new stock.
 - 8.1.2. HapPea Events gives no warranty or representation as to the condition or suitability of the hired items for any undisclosed purpose.
- 8.2. The Hirer agrees that its personal information may be used by HapPea Events from time to time to advise the Hirer of HapPea Events other goods and services, and by their agents.

9. DISPUTES

If a dispute in relation to goods and/or services provided arises between the Hirer and HapPea Events:

- 9.1. The party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 9.2. The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques as agreed between the parties; and
- 9.3. If the dispute is not resolved within 10 business days of the written particulars being given (or any longer period agreed by the parties):
 - 9.3.1. the dispute may be referred as appropriate by either party to either the Disputes Tribunal or District Court for the area in which HapPea Events has its registered office, and
 - 9.3.2. The parties agree to extend the jurisdiction of the Disputes Tribunal to the maximum possible amount if that is equal to or greater than the amount in dispute.

