

Something Borrowed

Something New

311 Blenheim Road

Ph 03 343 5984

Terms & Conditions

TERMS & CONDITIONS -

By making payment the hirer agrees to all Terms and Conditions listed below.

1. BOOKINGS:

1a. We have a minimum hire amount of \$50.00, any items hired less than that amount will be charged to your card once the booking comes through.

1b. Any items booked totaling \$100 or less and any bookings within 30 days or less from the collection date must be paid in full at the time of booking. You will need to manually change the amount online to make the full payment. SBSN will charge the card provided if this is not carried out at the time of booking.

1c. In-store bookings made with cash will have a bond added to the invoice. The amount charged will depend on the total amount of the hire and will be refunded back onto the card once goods are processed back in.

1d. Our terms and conditions and pricing which includes GST can be subject to change without prior notice.

1e. A 50% **non-refundable** booking fee for each item is required when confirming your booking and payment must be made in full 30 days prior to collection or delivery. A reminder email will be sent 7 days prior.

1f. Prices listed below are for an **UP TO** four-day hire period eg: (Friday to Monday) (Monday to Thursday) (Wednesday booking will be until Friday) **You must contact SBSN if you require a different hire period.**

1g. Hires exceeding 4 days will incur additional charges which we will consult with you when you have made your booking.

1h. The hire items can only be used for one function over the normal hire period. If there is more than one function a price will be negotiated by SBSN.

1i. There will be no refund for goods hired and not used over your hire period.

2.COLLECTION & RETURNS:

2a. The warehouse is not manned on a Saturday so collections or returns will not be accepted.

2b. If an unauthorised hire is returned on a Saturday there will be a \$50 minimum charge to open the warehouse to process the items back.

2c. Returns are not accepted through the showroom unless specifically arranged with SBSN staff.

2d. If your collection or return date falls on a day we are closed, which is a Sunday, Tuesday and Public Holidays etc. you will return the items the next day we are open. If Monday is a public holiday your return date will be the Tuesday at your nominated time slot as we will open for returns only.

2e. The hirer agrees to pick up and drop off goods at the times stipulated. If goods are not returned on the agreed day and time, and no prior arrangement has been made, your credit card will be charged a per day a percentage of your hire total for 5 working days at which point if the goods are still not returned, the credit card will then be charged the cost of the replacement of the hired goods at full retail cost.

2f. SBSN has the right to refuse collection of goods if an appropriate vehicle is not supplied.

2g. If the items are being collected by the COURIER a nominated person must meet the courier on site at the arranged time. If the hire goods are not packed and ready to collect as per the packaging list supplied, they will not be collected by the courier, and the customer will be required to make alternative arrangements for their return. The card provided will then be charged for any extra days outstanding if the items are not returned on the date shown on your booking invoice. The latest return time to our warehouse is 1.30 pm. Our hire items must be clearly separated out from any other items not belonging to SBSN for the courier to collect.

3. CANCELLATIONS:

3a. If the hirer chooses to cancel either the entire booking, or individual items, the 50% deposit paid on each item is **NON-REFUNDABLE** and applies except as in clause 3b, when full payment is required, as per the Consumer Guarantees Act.

3b. Hire products and services including balloon garlands and custom signage cancelled for **any reason** within 30 days of the hire date will result in the hirer being liable for the full amount owing. Items CAN NOT be exchanged or swapped once booked as you are removing them from our system.

3c. Due to the amount of administration involved, any changes to pick up or delivery dates, or cancellation of products after the booking deposit has been paid will incur an administration fee, this also applies to any debt collection and legal fees. The balance of payment is due one month from your collection date.

3d. Changing the date of your hire is considered a cancelled booking and the usual cancellation policy will apply. SBSN does not offer credit for cancelled items.

4. UNCLEAN, MISSING OR DAMAGED ITEMS:

4a. The card or Bond supplied, will be **charged on return** of the hire if items or packaging are returned in a damaged, or unclean condition, or not returned due to theft, fire, earthquake or damage in transit either by self-collection or freight company, negligence or misuse. If the packaging is returned within 5 days of the return date in good condition

the charge will be refunded. Do NOT use staples, tacks, screws, cellotape, Bluetack or large safety pins, please enquire if unsure.

4b. Damage to any items while in your care must be reported to us and no attempt to repair the item(s) is to be made.

4c. A cleaning bond will be charged to your card for charger plates, goblets, glass cylinders, cross back chairs and carpets once a booking has been made. A refund will be processed back onto your card if the items are returned clean and in their original packaging.

4d. Insurance on the goods is the hirer's responsibility, e.g. fire, theft, earthquakes etc. We are not liable for any delays beyond our control.

4e. In the event of any Items damaged the hirer will be charged the replacement cost including any shipping costs. The item(s) will remain the property of SBSN.

4f. In the event of any Items lost or damaged and we cannot replace, will be charged the full retail replacement cost of the item including any shipping costs.

5. SET UP/ PACKDOWN:

5a. If SBSN sets up the venue, they will ensure there are no damaged or faulty items on completion of decorating and take no responsibility of damaged or uncleaned goods thereafter.

5b. As the hirer, it is your responsibility to ensure that if your venue is packing down your items that this information is passed onto them as you will be responsible as the hirer, not the venue.

5c. For all Set Up and Pack Downs, the deposit is non-refundable once the work has been agreed upon based on the quote provided by email. Should there be a reduction in the agreed work after the deposit has been paid, there will be no reduction in the pricing of the Set Up/Pack Down costs.

5d. If the customer adds items after the deposit has been paid, there will be an increase in the Set Up/Pack Down cost and the customer will be notified of this cost. If any Set Up/Pack Down is cancelled within 30 days of the booking date, full payment is still required otherwise the 50 % non-refundable deposit applies

6. THE HIRER SHALL:

6a. Take proper care of the equipment and return it undamaged, cleaned and dry in the packaging supplied except for linen/fabric.

In the case of linen/fabric, the hirer will return these in a non-washed state, but any staining shall be at the hirers cost for stain removal. **Wet Linen must NOT be placed in bins with lids, it must be dried out first.** (NOT WASHED) SBSN will check the items and notify the hirer of any stains and/or damage.

6b. Be responsible to ensure the goods and quantities are correct and fit for purpose before leaving SBSN, and to contact us **BEFORE the event** if there is a problem. If the customer does not contact SBSN until after the event they will not be entitled to dispute this upon return of the goods and will be responsible for the costs involved with any repairs of any damage or replacement of goods if incurred.

6c. Not have any claim against the owner for loss or damage arising from the hirer's use of the equipment.

6d. Indemnify the owner against any claim made by any person against the owner for damage or loss arising out of the hirer's use of the equipment.

6e. Indemnify the owner against any damage to or loss of the equipment.

6f. If the hirer is not the individual, the person who signs this document or pays for the hire on behalf of the hirer warrants that they have the authority to bind the hirer and will in any event be personally liable for all the hirer's obligations including being charged for damage on the credit card they have supplied for a bond.

7. LIMITATION OF LIABILITY:

Except where the owner: Something Borrowed Something New Ltd (thereafter known as SBSN) is in breach of a supplier's guarantee in terms of the Consumer Guarantees Act 1993, the Hirer acknowledges that in all other circumstances whatsoever SBSN shall not be liable for direct or consequential damage, loss or expense whatsoever and howsoever arising (including that resulting from the negligence of SBSN), or arising by operation of law and whether suffered by the Hirer and/or any third party for any amount that exceeds the amount actually paid by the Hirer to SBSN pursuant to this hire agreement. SBSN undertakes no liabilities whatsoever in respect of third party and similar risks for personal injury, or for consequential damage of any kind.

8. FORCE MAJORE:

In the event of Force Majeure Something Borrowed Something New Ltd (SBSN) will not be liable for any booking cancelled due to the inability to carry out usual responsibilities/commitments which may include but is not limited to Acts of God, catastrophic events such as natural disasters e.g. storm, earthquakes, adverse weather etc. epidemic disease outbreak, warfare, larceny, sabotage, terrorism, government restrictions.

If such an event occurs and if we are in a position to, we will contact our customers to postpone their booking to a new date.

9. By making payment, the hirer agrees to all Terms & Conditions listed above.