Something Borrowed

Something New

311 Blenheim Road Ph 03 343 5984

Terms & Conditions

TERMS AND CONDITIONS.

Please note there is a 2.7% credit/debit card processing fee at checkout.

Kindly contact us via email team@sbsn.co.nz or phone 033435984 for other methods of payment.

THERE IS A $100 MINIMUM HIRE VALUE.

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

1. BOOKINGS:

1a. We have a minimum hire value of $100.00, any items hired less than that amount will be charged to the credit card supplied.

1b. Any items booked totalling $100 and any bookings collected within 30 days must be paid in full at the time of booking. Use the Full Payment option to make the payment in full.

1c. 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 the booking date. Any overdue invoices will be charged to the credit card supplied.

1d. In-store bookings made with cash will have a refundable bond added to the invoice, the amount will depend on the hire cost.

1e. Prices listed below are for an UP TO four-day hire period e.g.: Your Collection is (Friday to Monday) for over the weekend (Mon to Wed) (Tues to Thurs) (Wed to Fri) during the week.

THE DAY BEFORE Y0UR FUNCTION is your collection day, if you would like your collection an extra day earlier or extended after your hire period for your convenience, there is a 25% per day charge of your total hire cost which will be added to your invoice.

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

2.COLLECTION & RETURNS:

2a. The warehouse is closed on the weekend.
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 as we do not process hire goods through our showroom.

2b. If your collection or return date falls on a Public Holiday, you will return the items the next day we are open.

2c. The hirer agrees to pick up and drop off goods at the times stipulated. If goods are not returned on the agreed day and no prior arrangement has been made, your 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 card will then be charged the cost of the replacement of the hired goods at full retail cost.

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

2e. COURIER: Delivery & Collection Instructions

Detailed delivery and collection instructions will be provided to you by email at the time of booking. These separate instructions form an integral part of the Terms and Conditions and are binding upon acceptance of the booking. You can email us for those instructions prior to making a booking.

Any breakages/damage when using a courier/transport company are the responsibility of the customer.

3. CANCELLATIONS/CHANGE OF MIND:

3a. If the hirer chooses to cancel/change their mind on 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. The balance of payment is due one month from your collection date.

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 website.

3c. 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.

4b. No staples, tacks, screws, cello tape, Blue tack, safety pins are to be used on our items, please enquire if unsure.

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

4d. A refundable cleaning bond will be charged to your card for chargers, plates, all glassware, cutlery and carpets.

4e. 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.

4f. In the event of any items damaged the hirer will be charged the replacement cost including any shipping costs. In the event of any items lost or damaged that we cannot replace, the client 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. The cost of additional set up items will be added to the Invoice. If the Set Up/Pack Down is cancelled 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, bare candles and T-lights must NOT be placed on any of the fabrics supplied by us.
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 to give us a chance to try and rectify it. 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. 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.

6d. 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. Debt Collection and Recovery Costs

If any amount payable under this Agreement remains unpaid after its due date, Something Borrowed Something New Ltd reserves the right to refer the outstanding debt to a debt collection agency or solicitor for recovery, without further notice where legally permitted.

The Client agrees to be responsible for all reasonable and properly incurred debt collection costs associated with recovering overdue amounts, to the extent permitted by applicable law.

Something Borrowed Something New Ltd may also seek recovery of applicable interest on overdue amounts where this has been expressly agreed to in writing and is legally permitted.

Any legal costs or court fees will be recoverable only to the extent permitted by law or awarded by the relevant court or tribunal.

Referral of an overdue account for debt recovery does not affect any other rights or remedies available to Something Borrowed Something New Ltd under this Agreement or at law.

10. **Our terms and conditions and pricing which includes GST can be subject to change without prior notice.**
By making payment, the hirer agrees to the Terms & Conditions listed above.