

Terms and Conditions for Hire Equipment

These Terms and Conditions ("Terms") govern the use of hire equipment ("Equipment") provided by Sapphire Events Ltd ("Company"), to any individual or entity ("Customer"). By renting Equipment from the Company, the Customer agrees to be bound by these Terms.

1. Rental Agreement:

- 1.1. The Customer agrees to rent the Equipment from the Company for the agreed-upon rental period.
- 1.2. The rental period commences from the date and time the Equipment is collected by the Customer or delivered to the Customer's specified location, whichever occurs first.

2. Condition of Equipment:

- 2.1. The Customer acknowledges that they have inspected the Equipment and found it to be in good working condition at the time of rental.
- 2.2. The Customer agrees to return the Equipment to the Company in the same condition as it was received, subject to reasonable wear and tear.
- 2.3. Any equipment returned that is deemed by the Company to be damaged, modified, or unclean so that it requires extra time by the Company to return to its original state, shall not have the bond returned.

3. Use of Equipment:

- 3.1. The Customer agrees to use the Equipment in accordance with its intended purpose and all applicable laws and regulations.
- 3.2. The Customer shall not misuse, abuse, or modify the Equipment in any way.
- 3.3. The Customer is responsible for ensuring that only trained and authorized individuals use the Equipment.

4. Payment and Fees:

- 4.1. The Customer agrees to pay the hire fee, including bond, as agreed upon with the Company.
- 4.2. Payment shall be made in full prior to or upon delivery/collection of the Equipment.
- 4.3. The Customer shall be responsible for any additional fees, including but not limited to late fees, damage fees, and cleaning fees, including bond forfeited, as outlined in these Terms.

5. Liability:

- 5.1. The Customer assumes all risks associated with the use of the Equipment.
- 5.2. The Company shall not be liable for any damages, injuries, or losses arising from the use or misuse of the Equipment.
- 5.3. The Customer agrees to indemnify and hold the Company harmless against any claims, damages, or liabilities arising from the Customer's use of the Equipment.

6. Loss or Damage:

- 6.1. The Customer agrees to notify the Company immediately in the event of loss, theft, or damage to the Equipment.
- 6.2. The Customer shall be responsible for the cost of repairing or replacing any lost or damaged Equipment.

7. Collection and Return:

- 7.1. The Customer agrees to return the Equipment to the Company at the end of the rental period.
- 7.2. The Customer shall return the Equipment in the same condition as it was received, subject to reasonable wear and tear.
- 7.3. The Customer is responsible for the cost of returning the Equipment to the Company's designated location.

8. Termination:

- 8.1. The Company reserves the right to terminate the rental agreement at any time if the Customer breaches these Terms.
- 8.2. In the event of termination, the Customer shall immediately return the Equipment to the Company and pay any outstanding fees.

9. Governing Law:

- 9.1. These Terms shall be governed by and construed in accordance with the laws of New Zealand.
- 9.2. Any disputes arising out of or relating to these Terms shall be resolved through arbitration in Waikato, New Zealand.

10. Entire Agreement:

- 10.1. These Terms constitute the entire agreement between the Customer and the Company regarding the rental of Equipment and supersede all prior agreements and understandings.

By renting Equipment from the Company, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions.