

# Chair Hire Auckland

## Hire Agreement & Tax Invoice GST 042 788 023

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 a | 15 Ambury Rd | Mangere Bridge | Auckland 2022  
 e | djfuller@orcon.net.nz w | www.chairhire.org.nz

Date | |  
 Invoice | Hire Agreement No: \_\_\_\_\_

### Customer Details

Name: \_\_\_\_\_ Ph: \_\_\_\_\_  
 Email: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Bank a/c number (for bond refund): \_\_\_\_\_

### Hire Period

Available for Day (9am-5pm), Evening (5pm-Late), Day + Evening (9am-Late), Week, or Month  
 Hire Start: / / Time: \_\_\_\_\_ Hire Finish: / / Time: \_\_\_\_\_

Chair Hire Auckland will be solely responsible for the delivery and pickup of the chairs. No pickups or drop-offs.  
 Minimum hire quantity – 50 chairs. Maximum – 400.  
 Flexibility with times may be discussed prior to signing of agreement.

### Chair Hire Charges

Quantity	Period	Charge	
_____	_____	\$ _____	Daily charge \$4.00/chair
			Evening charge \$4.00/chair
			Day plus evening \$6.00/chair
			Weekly charge \$12.00/chair
			Monthly charge \$35.00/chair
			Delivery & Pickup \$120.00*
			Bond (damage/dirty) \$4.00 x Qty
			*within 20km travel from Onehunga
			Additional charge \$2.00/km (round trip)
			Add GST to all charges
			A 20% deposit is required to secure booking (non refundable)
	Bond	\$ _____	
_____ (additional km)	Delivery	\$ _____	
	Plus GST	\$ _____	
	Total	\$ _____	

### Chair Hire Charges

**Terms and Conditions**  
 Chair Hire Auckland agrees to hire out the chairs as above to the Hirer at the nominated Charges under the terms and conditions included with this Hire Agreement. The Hirer accepts these terms and conditions and receipt of the chairs in clean, sound, condition.

**Acceptance**  
 Signed by or on behalf of Hirer \_\_\_\_\_ Print Name \_\_\_\_\_

Thank you for your business. Our bank a/c number is 12 3087 0119672 02 (use invoice number as reference)  
 Please return signed Agreement by post or email (see top), and secure your booking with a 20% deposit.

## Terms and Conditions of Trade

Chair Hire Auckland agrees to hire out chairs to the Hirer and the Hirer agrees to hire the chairs on the following terms and conditions. The hirer acknowledges and agrees that the Hire Agreement and any other invoice or document evidencing or describing the chairs is incorporated into and forms part of these terms and conditions.

These terms and conditions are subject to change from time to time. Any changes to these terms and conditions may be supplied to the Hirer or published on [www.chairhire.org.nz](http://www.chairhire.org.nz).

### 1. Definitions

**"Hire Agreement"** means the document given by Chair Hire Auckland to the Hirer describing primarily the chair and the Hire Charges.

**"Hire Charge"** means the hire charges as agreed between Chair Hire Auckland and the Hirer subject to clause 2 of these terms and conditions.

**"Chair Hire Auckland"** refers to the trading name used by David Fuller (sole trader) who is the owner of the chairs.

**"Hire Period"** means the period between the time as shown on the Hire Agreement, (which is the time the chairs are delivered and picked up by Chair Hire Auckland. In the event of an evening hire, the chairs may be picked up the following day as arranged between the Hirer and Chair Hire Auckland.

**"Hirer"** means the Hirer or any person acting on behalf of and with the authority of the Hire hiring the chairs from Chair Hire Auckland and shall include any person or entity hiring chairs from Chair Hire Auckland.

**"Guarantor"** means the person or persons or entity who agrees to be liable for the debts of the Hirer.

### 2. Hire Charges and Payment

**2.1** The Hire Charge shall be indicated on the Hire Agreement and any other invoices provided by Chair Hire Auckland to the Hirer in respect of chairs supplied.

**2.2** The Hire Charge excludes GST, delivery costs, and cleaning costs which shall be separately charged. A cleaning charge will be applied to all chairs found to be unclean.

**2.3** The Hirer will be required to provide a bond to Chair Hire Auckland in the amount specified on the Hire Agreement, being a bond refundable once the chairs have been picked up by Chair Hire Auckland and subsequently inspected, subject to Chair Hire Auckland's rights and remedies contained in these terms and conditions.

**2.4** Payment for chairs hired from Chair Hire Auckland shall be made by Direct Credit and must be visible in the bank account of Chair Hire Auckland prior to delivery being made to the Hirer.

**2.5** Payment of Hire Charges shall be free of any counterclaim, set-off, deduction or any other claim whatsoever.

**2.6** Any expenses, disbursements and legal costs incurred by Chair Hire Auckland in recovering possession of the chairs and in the enforcement of any rights contained in these terms and conditions shall be paid by the Hirer, including any reasonable solicitor's fees.

**2.7** Chair Hire Auckland requires a 20% (of the Hire Charge only plus GST) deposit from the Hirer. This deposit is to be paid once the order is placed and is non refundable.

### 3. Hire Period

**3.1** Chair Hire Auckland may in its absolute discretion decline to hire chairs to the Hirer at any time.

**3.2** The chairs are used at the Hirer's risk for the duration of the Hire Period

### 4. Delivery and Collection of Chairs

**4.1** All deliveries and collections of the chairs shall be made by Chair Hire Auckland.

**4.1.1** The Hirer will pay all delivery charges in the amount specified in the Hire Agreement.

**4.1.2** The Hirer authorises Chair Hire Auckland to bring Chair Hire Auckland's vehicle (and trailer if applicable) onto the Hirer's property (or the property where the chairs are located) to deliver and/or recover the chairs at the end of the Hire Period. Chair Hire Auckland shall not be responsible to the Hirer or any third party for any damage that may be caused by Chair Hire Auckland's vehicle (and trailer if applicable) or Chair Hire Auckland during the delivery or collection of the chairs; and

**4.1.3** Requests for collection must be made by telephone when the Hirer has finished with the chairs if a collection is required earlier than previously arranged, and only if this is possible with respect to Chair Hire Auckland's

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availability. Refunds may be granted at the discretion of Chair Hire Auckland if the Hire Period is shortened due to unforeseen circumstances.

**4.1.4** Whilst chairs are available for hire 7 days a week, no deliveries or collections shall be made on Sunday's or public holidays.

## 5. Care of the Chairs

**5.1** The Hirer acknowledges that the chairs may not be new stock but will all be clean and sound for normal use at the commencement of the Hire Period.

**5.2** The Hirer must:

**5.2.1** Satisfy itself that the chairs are suitable and in a condition for its purposes.

**5.2.2** Ensure that the chairs are:

(a) handled with care when being moved around, unstacked and restacked for collection.

(b) joined together (if applicable) and separated only as instructed by Chair Hire Auckland.

(c) only being used for their intended purpose, ie, to be sat upon with all four legs on the ground together.

(d) only used indoors on flat, level, and smooth surfaces (not suitable for outdoor use).

**5.2.3** Be liable for any loss, theft, damage, or destruction of any of the chairs after being delivered and prior to being collected.

**5.2.4** Immediately notify Chair Hire Auckland of any damage, destruction, theft, or loss of the chairs and assist Chair Hire Auckland's enquiries in regards to the same (including filing a Police report). Damage resulting from negligence or misuse shall not in any circumstances shorten the Hire period.

## 6. Ownership of the Chairs and Chair Hire Auckland's right to repossess them

**6.1** Any chairs supplied by Chair Hire Auckland to the Hirer shall remain Chair Hire Auckland's property.

**6.2** Whilst the chairs are in the Hirer's possession, the Hirer shall:

**6.2.1** Keep the chairs insured for full replacement value in Chair Hire Auckland's name against all risks of every usual description and such other risks as Chair Hire Auckland may require from time to time;

**6.2.2** Not tamper with, damage or repair the Equipment;

**6.2.3** Not attempt to sell, assign, mortgage, lend or otherwise deal with or part with the possession or control of the chairs;

**6.2.4** Not alter or make any additions to the chairs, including, but without limitation, alter make any additions to, deface or erase any identifying mark, plate, or number, on the chairs, or in any other manner interfere with the chairs.

**6.2.5** Permit Chair Hire Auckland (or Chair Hire Auckland's agents) at any time without notice to enter all premises at which Chair Hire Auckland believes on reasonable grounds the chairs to be stored, to inspect, remove, or repossess the chairs supplied by Chair Hire Auckland.

## 7. Personal Property Securities Act 1999 ("PPSA")

**7.1** The Hirer grants to Chair Hire Auckland a security interest in all present and after acquired chairs and their proceeds.

**7.2** On request of Chair Hire Auckland the Hirer shall promptly execute any documents and do anything else required by Chair Hire Auckland to ensure attachment and perfection of the security interest over the chairs and their proceeds including providing any information Chair Hire Auckland reasonably requires to complete a financing statement or a financing change statement and enabling Chair Hire Auckland to secure first priority for its security interest and exercise all its rights in relation to its security interest.

**7.3** The Hirer waives any right to receive a copy of a verification statement under the PPSA.

**7.4** The Hirer will pay to Chair Hire Auckland all costs, expenses and other charges incurred, expended or payable by Chair Hire Auckland in relation to the filing of a financing statement or a financing change statement in connection with these terms and conditions.

**7.5** Chair Hire Auckland and the Hirer agree that nothing in Sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to these terms and conditions

**7.6** Chair Hire Auckland and the Hirer also agree that the following rights of the Hirer as debtor shall not apply:

**7.6.1** To receive a statement of account under Section 116;

**7.6.2** To recover surplus under Section 119;

**7.6.3** To receive notice of a secured party's proposal to retain collateral under Section 120(2);

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- 7.6.4 Object to a secured party's proposal to retain collateral under Section 121;
  - 7.6.5 Not to have chairs damaged when a secured party removes and accession under Section 125;
  - 7.6.6 Refuse permission to remove an accession under Section 127;
  - 7.6.7 Receive notice of the removal of an accession under Section 129;
  - 7.6.8 Apply to the Court for an order concerning the removal of an accession under Section 131;
  - 7.6.9 Redeem collateral under Section 132.
- 7.7 The Hirer acknowledges that it has received a copy of these terms and conditions and that the terms and conditions constitute a security agreement for the purposes of the PPSA.

## 8. Cancellation

- 8.1 Chair Hire Auckland may terminate in accordance with clause 3.1
- 8.2 Chair Hire Auckland shall not be liable for any loss or damage whatever arising from such cancellation.
- 8.3 Chair Hire Auckland requires a 20% (of the Hire Charge only plus GST) deposit from the Hirer. This deposit is to be paid once the order is placed and is non refundable.
- 8.4 If the Hirer or any Guarantor:
  - 8.4.1 Breaches any of these terms and conditions;
  - 8.4.2 Becomes bankrupt, insolvent or ceases business, then Chair Hire Auckland may:
  - 8.4.3 Terminate the Hire Agreement;
  - 8.4.4 Commence proceedings to recover all monies owing by the Hirer;
  - 8.4.5 Recover the chairs (and the Hirer authorises Chair Hire Auckland to enter any property where the chairs are located to remove and repossess any and all chairs);
  - 8.4.6 Retain any bond provided; And Chair Hire Auckland shall not be liable to the Hirer for any loss resulting from such termination.

## 9. Liability and Indemnity

- 9.1 To the maximum extent permitted by law, Chair Hire Auckland shall be under no liability whatsoever to the Hirer for any indirect loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by Chair Hire Auckland of these terms and conditions (provided that this clause does not affect any rights the Hirer may have under any applicable consumer law legislation).
- 9.2 The Hirer indemnifies Chair Hire Auckland in respect of any breach by the Hirer of any of these terms and conditions and for all injury and/or damage caused to persons and property in relation to the chairs and their use by the Hirer.

## 10. No Warranties

- 10.1 Chair Hire Auckland expressly excludes all warranties and conditions to the fullest extent possible by law as to the state, quality, fitness for purpose of the chairs and should Chair Hire Auckland breach any of these terms and conditions, or warranty, Chair Hire Auckland's only liability shall be limited to supplying the chairs again to the Hirer or otherwise repairing the chairs, provided that this clause does not affect any rights that the Hirer may have under any applicable consumer law legislation.

## 11. Hirer Authority

- 11.1 The Hirer warrants that it has authority to sign these terms and conditions and contract with Chair Hire Auckland for the hire of the chairs and indemnifies Chair Hire Auckland against all losses and costs that may be incurred by Chair Hire Auckland arising out of the person signing failing to have such authority to do so.

## 12. Disputes

- 12.1 Should a dispute arise relating to any of these terms and conditions, the hire or the use of the chairs (with the exception of any payments due to Chair Hire Auckland) the parties agree to resolve the dispute between themselves, and in the event of failure to come to some resolution by this means, the parties agree to settle the dispute by mediation with the assistance of the Hire Industry Association of New Zealand Inc. before commencing any litigation proceedings. And if that fails then the parties agree to arbitrate the issue in dispute in accordance with the Arbitration Act 2001.

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## 13. Privacy Act 1993

**13.1** The Hirer and any Guarantor authorises Chair Hire Auckland to collect, retain, disclose to any person and use any information about the Hirer and any Guarantor, for the purpose of assessing the Hirer's or Guarantor's creditworthiness, enforcing any rights under these terms and conditions or marketing the chairs provided by Chair Hire Auckland to any other party. The Hirer or Guarantor has the right to access personal information (as defined in the Privacy Act) held by Chair Hire Auckland and request corrections of any errors in that information.

## 14. Guarantors

**14.1** Any personal guarantee made by any third party shall not exclude the Hirer in any way whatsoever from the liabilities and obligations contained in these terms and conditions. The Guarantor(s) and the Hirer shall be jointly and severally liable under these terms and conditions.

**14.2** If the Hirer is a company or trust, the director(s) or trustee(s) signing the Hire Agreement or Application for Trading Account, in consideration for Chair Hire Auckland agreeing to supply chairs and grant credit to the Hirer at their request, also sign these terms and conditions in their personal capacity and jointly and severally personally undertake as principal debtors to Chair Hire Auckland the payment of any and all monies now or hereafter owed by the Hirer to Chair Hire Auckland and indemnify Chair Hire Auckland against non-payment by the Hirer. Any personal liability of a signatory to these terms and conditions shall not exclude the Hirer in any way whatsoever from the liabilities and obligations contained in this application. The signatories and the Hirer shall be jointly and severally liable under the terms and conditions of this application and for payment of all sums due by the Hirer to Chair Hire Auckland.

## 15. General

**15.1** If any of the terms and conditions is held by a Court to be ineffective by virtue of non-registration, illegality or otherwise, the such condition, or part of it, shall be severed from all other conditions without affecting the validity or enforceability of all other conditions or part of them.

**15.2** The law of New Zealand shall govern all contracts and the Hirer submits to the exclusive jurisdiction of the New Zealand courts.

**15.3** Chair Hire Auckland may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.

**15.4** Chair Hire Auckland is entitled at any time to assign to any other person all or part of the debt owing by the Hirer to Chair Hire Auckland without the prior consent of the Hirer.

**15.5** Chair Hire Auckland shall not be liable for delay or failure to perform Chair Hire Auckland's obligations under these terms and conditions if the cause of delay or failure is beyond it's control.