



TERMS AND CONDITIONS

Please take the time to read over these terms and conditions carefully to understand them. This is to ensure there are no surprises for what we deliver and what we expect from you.

We aim to provide a great service at a high standard in all aspects and pride ourselves on delivering this to you.

These terms override any agreements made in person, over the telephone, or in any other communication.

Willow Lane Events reserve the right to change these Terms and Conditions at any time, with such changes becoming effective from the date of uploading onto our website (www.willowlane.co.nz) or upon notification in writing to the relevant customer.

When you pay the booking deposit or agree to confirmation of your booking in writing, you agree to all terms in this contract with Willow Lane Limited, trading as Willow Lane Events.

1.0 Hire Period

Willow Lane Clear Marquees, Hampton Marquees and equipment/furniture hire period is for three days. Hireage of items begins from the time of delivery of hire goods and ends on at the time the items are returned to the Willow Lane Events warehouse. Marquee installations will occur 1-2 days prior to the event date. Marquee dismantle will take place 1-2 days following the event. Delivery and installation dates may change due to changing or challenging weather conditions.

2.0 Payment

2.1 A 25% non refundable deposit is required to secure your booking. The deposit payment forms part of the total payment due for the hire and is different from the bond payment. If payment of the deposit is not made within 14 days of confirming the order, items will not be confirmed and may be allocated to another client.

2.2 Full payment must be made 30 days prior to delivery and installation of the hire equipment and is non refundable.

2.3 Payments shall be made in full on or before the 7th day following the issue of the invoice ("the due date"). Interest will be charged on any amount owing after the due date at the rate of 3% per month or part month.

3.0 Refundable Bond

A \$250 refundable bond is payable for marquee and equipment/furniture hire and will be refunded within 28 days of the hire if the products are returned in good order and working condition. If the equipment/furniture is returned unclean, with damage, or with missing items, the bond will be retained.

4.0 Cancellation of Hire

If the customer, for any reason, terminates a booked hire or part of booking, irrespective of whether a bond or deposit has been paid or not, then the following fees will apply:

1. If the entire order is cancelled less than 90 days before the event, 100% of the total quoted amount will be required for payment.
2. In any circumstances where cancellation occurs within 24 hours of the delivery/collection and Willow Lane Events has incurred additional costs such as loading of vehicles, transportation of equipment, or utilisation of labour, then additional fees may also be incurred by the customer.

5.0 Council Consent

The New Zealand Building Code (NZBC) requires each marquee, or each group of marquees, to obtain a building consent for the relevant local authority, e.g. Local Council, or if it is over 100m² in size on public or private property. It is always the responsibility of the land owner to obtain building consents and to ensure that the marquee complies with all temporary building and fire safety requirements under the NZBC. If the land owner is not the hirer of our equipment, then it is the hirers responsibility to obtain consent. If requested, Willow Lane Events can assist in preparing the application and submit to Council on your behalf at an additional cost.

6.0 Weather and Wind

Our Hampton Marquees are rated to withstand winds up to 70km/hr. If the forecast has wind speeds above 70km/hr and we are not able to install the marquee, a full refund will be given.

7.0 Force Majeure

Neither party will be liable to the other for any delays or non-performance of contractual obligations under this agreement caused by a Force Majeure event provided each party has taken all reasonable steps to minimise any loss, damage or delay resulting from a Force Majeure event. For the avoidance of doubt, the deposit shall remain non-refundable in the instance of a Force Majeure Event.

8.0 Delivery and Removal of Equipment

8.1 The customer authorises Willow Lane Events to bring its vehicles onto their property to deliver and collect hire equipment. The company shall not be responsible to the customer or any third parties for any damage that may be done to driveways, grass areas, underground services, or anything else.

8.2 The customer shall be present at the delivery address to acknowledge receipt of equipment hired. The customer is responsible for checking the equipment upon delivery. Willow Lane Events cannot accept responsibility for shortages or claims after the customer takes possession. Where the customer is not available to check equipment being delivered or collected, the customer shall not be entitled to subsequently dispute the amount of, or condition of the equipment recorded in writing as returned by the company at the time of return.

8.3 The customer shall inform the Willow Lane Events marquee team where the structure should be positioned onsite. Once erected, the marquee structure cannot be moved.

8.4 In the event of any delays due to free access being unavailable, the customer shall reimburse Willow Lane Events for all associated costs including, but not limited to, lost hire fees and labour costs, which will be charged at reasonable, or at Willow Lane Events prevailing, rates.

9.0 Adjusting Your Order

The customer may request to amend their order at any given time but it may not result in more than 10% reduction of the price shown in the accepted quote. Any new requests are always subject to availability, freighting costs and logistics.

10.0 Insurance

The customer is responsible for the insurance of the marquees and equipment/furniture for the period of hire and shall indemnify Willow Lane Events against any damage or loss or from theft which may occur whilst the equipment is in the care of the customer. If Willow Lane Events experiences loss of business while waiting for replacement items, the customer will be responsible for paying an additional fee equaling the amount of total business lost.

11.0 Loss or Damage of Equipment

Upon hiring, the customer hereby accepts full responsibility in the event that the marquee or equipment/furniture is lost or damaged beyond repair whilst in the customer's care and will be liable for the full replacement cost plus any additional costs that that company may incur in replacing the product.

12.0 Customers Responsibilities

12.1 If the customer finds that the equipment is not in working order or finds any fault with the equipment, where possible they must notify Willow Lane Events immediately. If Willow Lane Events is only notified at the completion of the intended hire period, then the company is not liable for any compensation to the customer. If the customer requests Willow Lane Events to inspect the equipment on site then the customer may be liable for an additional labour and transport cost.

12.2 The equipment does not purport to be new or equal to new but when sent out all items are understood to be in good condition and fit for normal purposes.

12.3 Equipment/furniture must be returned in clean condition otherwise a cleaning fee will be applicable.

12.4 Upon quoting, Willow Lane Events assume marquees are being installed on flat grass areas and if not, the quote may need to be modified to safely erect the marquee. If the marquee cannot be pegged down you will require weights which will incur additional costs.

12.5 Willow Lane Events can and will not be held responsible if safety procedures are not adequately implemented by occupants of our marquees. The customer is responsible for adhering to all council codes and safety procedures. Willow Lane Events takes no responsibility once we have left the event site.

13.0 Damage to Property and/or Person

13.1 Upon hiring, the customer hereby accepts responsibility for the loss or damage to property and/or injury to any person/s resulting from the installation, dismantling, use or operation of the equipment and hereby indemnifies Willow Lane Events against any claims which may arise from any person/s.

13.2 The customer is to identify any services – water and power cables present. The marquee pegs are max 900mm long, and services are required to be deeper than this. Any damage caused to these are the customers responsibility to repair and reinstate.

14.0 Company's Right to Terminate Hire

14.1 Willow Lane Events may terminate the hire at any time without providing any reason for doing so, either verbally or in writing. Willow Lane Events will not be responsible to the customer for any loss they may claim to have suffered in respect of such termination. This could pertain to adverse weather or work conditions in the case of marquee hire.

14.2 Notwithstanding termination of the hire, the customer shall be obliged to pay the company a sum equivalent to hire fees at the rate specified therein in respect of any period from the date of termination of the hire until the equipment is actually returned to the company's premises.



15.0 No Warranties by Company

15.1 Willow Lane Events makes no warranty or representations to the state, quality, or fitness of any equipment for any particular purpose and no such warranty shall be implied from the description of the equipment on the quote form/hire list. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

15.2 The customer shall, forthwith on request by Willow Lane Events, advise the company the whereabouts of the equipment and allow the company, its agents, or employees reasonable time to inspect and test the equipment and for such purposes the customer hereby gives irrevocable leave and licence to the company and its employees and agents to take possession of and remove the same to enter upon any premises where the equipment of any of the same or any part thereof may be.

16.0 No Assignment of Equipment or Agreement

The customer shall not sublet the equipment to any other person, but this shall not prevent employees of the customer using the equipment in conformity with this agreement.

17.0 Disputes

If any dispute arises between Willow Lane Events and the customer regarding these terms or regarding the rights and obligations of the parties generally (except where the default by the customer of these terms is not in doubt), the parties agree to negotiate in good faith to resolve the dispute.

18.0 Acceptance of Terms & Conditions

If, for any reason, the customer has not acknowledged these terms and conditions by accepting the quote in writing, the customer's payment of the deposit will have been deemed to have accepted the terms and conditions of hire.