

## TERMS AND CONDITIONS OF HIRE for CASH CUSTOMERS as at January 2020

The terms of hire set out below govern all of the supplies of hire items from Miriana Limited (“ML”, “we”, “us” to the customer )”you”, “The Hirer”). They will replace any terms and conditions contained in any document used by you and purporting to have contractual effect, and your acceptance of any hire items from ML indicates your acceptance of these terms of trade. These terms of trade are effective January 2020, and replace all previous terms of trade between you and ML (if applicable)

1. Photo identification is required for all hires.
2. The HIRER agrees to pay ML the deposit (non-refundable) upon confirmation of booking and balance of the full fee by the due date set out in the rental agreement. A cancellation fee equivalent to the minimum deposit will apply on reserved items (For prop cancellations within 72 hours of hire date, a 50% cancellation fee will apply.) A bond is also required for every rental agreement.
3. If the property is retained beyond the return date, without the express written permission of ML, the HIRER renders him or herself liable to arrest for conversion or theft.
4. The property that the HIRER takes possession of, as detailed on the rental agreement is owned by ML who will retain ownership throughout the hire period. The HIRER has examined the property and acknowledges that the property is received in good condition and is safe and suitable for its intended use.
5. ML will not be liable in any way in respect of any claim made against the HIRER for any damage caused by the HIRER’s use of the property. ML will not be liable to the HIRER or any third party for any damage or loss resulting from any defect, failure or breakdown in the property from any cause. Such cause presumes an absence of any negligence on the part of ML.
6. The HIRER agrees to return the property to ML in the same condition as received, fair wear and tear accepted, on the return date detailed in the rental agreement. Unless the rental agreement is amended to state otherwise, the HIRER will return the property to ML at its premises noted on the rental agreement. MIRIANA LIMITED reserves the right to demand immediate return of the property on any breach of these terms and conditions.
7. The HIRER agrees not to use the property in violation of any law, statute or regulation. The laws of New Zealand apply.
8. The HIRER agrees that he or she will retain possession and control of the property throughout the period of hire.
9. Any items not returned by the due date noted on the rental agreement will incur late fees of \$10.00 per day. ML also reserves the right to charge additional hire time if the property is not returned by the specified date.
10. The HIRER agrees that he or she is liable to ML for any loss or damage of the property, or part of the property, and may be required to meet the replacement, repair or cleaning costs of the property. Any fees that need to be invoiced to the HIRER due to non-payment at the time of return, will incur a \$25.00 administration fee. Any debt collection or legal costs incurred in collecting payment of these fees will be the responsibility of the HIRER.
11. ML confirms that the HIRER has the right under the Privacy Act to access and request amendments to their information.
12. ML confirms that the HIRER has the right under the Consumer Guarantees Act and Fair Trading Act to receive refund of hire fee only should the fitness for purpose of product be in dispute. Full refunds will be offered on retail product that is faulty and cannot be replaced with same item, or similar item as agreed with purchaser.