

# Four Acres Limited trading as “Cook at Home Paella – Terms and Conditions

The Hirer agrees to the following terms and conditions of hire when hiring equipment from (“the company”)

## 1. Hire Period

The hire period commences at the time shown on the face of this form, which is the day the equipment leaves the company’s premises. The hire period shall terminate at the date stated by the company on the face of this form. By that time the equipment is to be delivered back to the company’s premises by the Hirer.

## 2. Acceptance of Terms and Conditions

If, for any reason, the Hirer has not acknowledged these terms and conditions by signing the face of the invoice, by accepting the equipment for hire from the company the Hirer will have deemed to have accepted the terms and conditions of hire.

## 3. No Assignment of Hire Agreement

This Agreement is personal to the hirer and is not capable of assignment by them.

## 4. Hire Charges

Equipment together with ingredients as recorded in clause 5 herein (hereinafter referred to as “the Equipment”) are normally hired on a daily, weekly, or monthly basis. In the absence of special rates to the contrary, the equipment is hired for a standard day period. The minimum charge for any hire will be as per the rates outlined in the company’s “Price List”.

## 5. The Ingredients supplied are noted as follows:-

- a. Paella Stock (which contains, stock, meat, seafood) – the meat is boned chicken (and if requested rabbit) meat and pork fillets which “could” contain small bones.
- b. Cooked Pre-Frozen Prawns
- c. Cooked Chilled Mussels (vacuum packed)
- d. Roasted Peppers/Capsicums
- e. Rice

See <http://www.paella.co.nz/lightwindow/> for further information regarding same. It is further noted and recorded that all staff preparing the ingredients have attended the Council Health and Hygiene course and hold Certificates of Basic Food Safety.

## 6. Care of Equipment

- a. The Equipment does not purport to be new stock or equal to new stock but all Equipment is understood to be in good working order for normal use at the commencement of the hire period.
- b. You shall (and hereby agree to):-
  - i. determine using your sole judgement that the Equipment is suitable for use
  - ii. ensure that the Equipment is operated only for the purpose and within the capacity for which it was designed.
  - iii. You shall take proper care of the Equipment and shall indemnify the company against any damages or loss or theft. You must reimburse the company in full for any damage or loss immediately upon termination of the hire.
  - iv. If you find that the Equipment is not in working order or find any fault with the Equipment, you must notify the company immediately. If the company is only notified at the completion of the intended hire period, then the company is not liable for any compensation to you. If you request the company to inspect the Equipment on site and it is found that the Equipment has no fault, then you may be liable for an additional labour and transport cost.
- c. Equipment must be returned in clean condition otherwise a cleaning fee will be applicable.

## 7. Ownership of Equipment and our Right to Retake Possession

- a. Any Equipment supplied by us to you, shall remain our property. Whilst our Equipment is in your possession, you shall:-
  - i. not attempt to sell lend or otherwise deal with or part with the possession or control of our Equipment or any part thereof
  - ii. permit us at any time without notice to enter any premises at which we believe on reasonable grounds the Equipment to be stored, to inspect, remove, or repossess the Equipment supplied by us

INITIALS \_\_\_\_\_

**8. Payment Terms**

- a. Full payment must be made prior to collection or delivery of the hire Equipment by credit card via the website and a 3% Transaction Fee is applicable. Normally the payment required before hiring commences will exceed the estimated hiring charges and an appropriate refund (the "bond") will be made to you on return of the Equipment in good order and working condition. Should hiring charges exceed the amount of the deposit the balance is payable by you immediately upon return.
- b. You acknowledge that:
  - i. We supply all goods to you on condition that all payments made to us from you are valid and in the ordinary course of business. Any payments are agreed to be received in good faith and in the reasonably held belief that the payments are valid
  - ii. We may allocate payments as we see fit notwithstanding any specific tender by you

**9. Liability**

- a. All advice and information in whatever form it has been given is given gratuitously and without liability. No guarantees, warranties, representations or agreements made on our behalf shall be binding on us unless made in writing.
- b. You shall indemnify us for any loss incurred as a result of you breaching these terms. You will also indemnify us against any claim by a third person in respect of any loss, injury or liability arising from this hiring or arising out of the use of the Equipment by you.

**10. Disputes**

- a. Subject to the payment terms listed above:
  - i. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with these terms. If the parties cannot resolve the dispute it may, by agreement between the parties, be referred to mediation
  - ii. Should agreement to mediate or an agreement on the mediator, not be reached within 14 days of notification of the dispute, we shall be entitled to enforce our rights via legal proceedings.

**11. Consumer Guarantees Act 1993**

- a. Nothing in these terms of trade excludes, limits, restricts or is intended to derogate from any right or remedy which you may have pursuant to the Consumer Guarantees Act 1993 ("the CGA"), if you are a consumer as defined in the CGA who requests the goods and services for personal use.

I agree to the above, and have read the terms and conditions of hire, and agree to all that is contained there in.

**Signed by:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_