



When contracting with The Centre Piece Limited (hereinafter referred to as "Centrepiece"), the hirer or purchaser of goods and services (hereinafter referred to as "the Client"), agrees to hire "Hire Items" and purchase "Purchase Items" and services subject to the following conditions.

Deposit, Acceptance and Security Bond

A reservation deposit and security bond may be required to be paid to Centrepiece under certain circumstances, together with a signed copy of this agreement confirming acceptance of the terms and conditions of this agreement, thereby confirming the Client's order. The security bond will be returned to the Client after the safe return of all hire items and after inspection by Centrepiece. In case of loss or damage, Centrepiece will deduct from the Security Bond the amount needed to replace lost or damaged items. If the loss or damage exceeds the amount of the security bond, The Client agrees to pay the additional costs charged by Centrepiece for these losses and damages.

Changes to orders within 48 hours of the due date for supply of the order may attract a handling fee depending on the nature of the change requested by the Client. Centrepiece may also deduct fees for late return of the hired items from the security bond.

No order will be dispatched or released for delivery by Centrepiece until all payments have been received in full or unless all previously agreed credit terms have been satisfied.

Payment Terms

Our collection terms are strictly COD on presentation of invoice unless agreed otherwise.

Late or overdue invoices will be handed over for collection and interest will be charged on overdue accounts.

Corporate clients may apply for credit. Failure to meet due dates for payment of any outstanding monies owed to Centrepiece will result in immediate revocation of any previously approved credit terms.

Special Care

Centrepiece supplies delicate and fragile items that require special handling to avoid damage. Special attention needs to be paid to repackaging for safe return to avoid chipping, scratching and breakage. Please treat our products as you would your own and follow all specific packaging instructions carefully to avoid loss and damage that may be charged for.

Payments:

- Electronic payments are preferred
- All cheques are to be made payable to Centrepiece and mailed to PO Box 275, Albany Village, 0755
- Your remittance should include your name as a reference with invoice number where applicable.
- Our banking details are:

The Centre Piece Ltd
ASB Bank
Account number 12 3136 0076649 00

- Security Bond payments if requested, will be held and will not be banked unless there is a claim.

Delivery Fees

- The Client agrees to pay all delivery charges if applicable.
- The Client is responsible for repackaging of the hire items being transported back to Centrepiece. Therefore if damage occurs due to improper packaging by the Client, the Client will be liable for the subsequent costs.
- The Client must repackage all hire items in the original packaging in which they were delivered for safe return to Centrepiece.
- All collections from and returns to Centrepiece are at Unit 17, 46 Ellice Road, Glenfield, Auckland unless by prior arrangement.

Loss or damage

- The Client is responsible for the proper care of hired items from the time of pickup from Centrepiece. Items lost or damaged during transportation or at the Client's premises will be charged for.

Limitation of Liability

- Except where Centrepiece is in breach of a guarantee in terms of the Consumer Guarantees Act 1993, the Hirer in entering into this contract acknowledges that in all other circumstances whatsoever Centrepiece shall not be liable for direct or consequential damage,



loss or expense whatsoever and howsoever arising (whether in contract or in tort) including that resulting from the negligence of Centrepiece or arising by operation of law and whether suffered by the Client and/or third party for any amount that exceeds the amount actually paid by the Client to Centrepiece pursuant to this contract.

- If the Client is acquiring our services for the purposes of a business as defined in the Consumer Guarantees Act 1993, the provisions of that Act do not apply.
- If the Client is purchasing goods rather than hiring them, then except as prohibited by law, all guarantees in respect of the equipment, whether express or implied, are excluded.

Floral Centrepieces, Bouquets and Botanical Displays

- Flowers and fresh botanicals quoted and supplied by Centrepiece are seasonal and subject to the vagaries of nature and occasionally may not be available. Therefore Centrepiece cannot guarantee that the products ordered will in fact be to the exact specification requested.
- Centrepiece will always endeavor to meet the Client’s specification for floral work but accepts no liability for losses where this is not possible due to weather, transport, handling or other factors beyond our control.
- We recommend that the Client discusses alternatives with us at the time of quoting and ordering for the event to cover such an eventuality.

Additional Terms

- The rental period is for one calendar day unless stipulated otherwise above.
- A late return fee of \$50 will be charged for every calendar day that the rented items are overdue.
- The Client is responsible for all rented items (this includes all packaging) from the time of collection from Centrepiece store until the goods are received back into store by Centrepiece.
- The Client is required to re-package items in the original containers in which they were delivered for safe return to Centrepiece.
- Amendments to this agreement may be made by way of mutual agreement and confirmed in writing up to 2 weeks prior to the event date without penalty charges.
- Penalty charges may apply for cancellation of entire order.
- Images provided to the Client by Centrepiece are protected by copyright and are the property of Centrepiece and may not be used, copied, published or distributed without the express consent of Centrepiece.

I have read, understood and accepted the terms and conditions of this agreement.

Name of Client:

Position:

Signature of Client:

Date: