



# Terms & Conditions of Hire

This hire contract is between Straitline Canvas Ltd. (also "Straitline", "Straitline Canvas", "owner", "we", "our", or "us") and the company or person named on the hire contract, or any person acting as a representative of that company or person (also "the customer", "hirer", "you", or "your"). This contract is subject to the following terms and conditions of hire:

## General Terms

1. Hire tarpaulins are to be collected from the Straitline's site, 11 Chalk Way Palmerston North, (or such other place as may be arranged by the owner) and returned to such place at the hirer's expense.
2. Hire tarpaulins remain at all times under the ownership of Straitline Canvas. Transfer of hire tarpaulins to any third party without the permission of Straitline Canvas is theft.
3. For the convenience of the hirer, Straitline will freight hire tarpaulins, but all freight, cartage and other costs are to be borne and paid for by the hirer.
4. Upon goods leaving Straitline's site, the respective hirer becomes responsible for all and every risk, loss, or damage and will be charged for cost of repairing (or replacing) any such risk, damage, or loss.
5. Writing, drawing on, or otherwise defacing or spoiling hire tarpaulins, or allowing them to be damaged in any way whatsoever will render the hirer liable for any damages.
6. Term of hiring can be cancelled or terminated by Straitline at any time. If the hirer has prepaid in full, then the hirer is entitled to a proportionate refund, subject to the terms herein.
7. Straitline does not guarantee any tarpaulins watertight and is not liable for any damage to property or persons caused through any defect whatsoever, if any, in any hire tarpaulins.
8. It is expressly stipulated and agreed that the transport operator, employee or other representative of the hirer who receives the goods from Straitline's site or from a Straitline employee is the duly authorised agent of the hirer, who will be bound to these conditions as fully as if the hirer had personally signed both the order and the receipt for the goods.
9. The hire charge runs on against the hirer until all goods are returned to Straitline's site in good and complete condition.
10. Once the contract has been signed by the customer, the hire may not be cancelled except in exceptional circumstances, at the discretion of Straitline Canvas.
11. A deposit for part or all of the final amount may be required before the hire starts.
12. Straitline may change hire tarpaulin pricing at any time, for any reason, without notice. Any tarpaulins already on hire will be charged at the old pricing until their hire contract is ended.
13. It is the hirer's responsibility to ensure hire tarpaulins do not come into contact with any hazardous substances (including asbestos). If contact occurs, the hirer must inform Straitline® immediately and will be liable for any cleaning costs, or (at Straitline®'s discretion) the cost to replace the tarpaulin(s).
14. Force majeure: In the event that either party shall be delayed or prevented from carrying out all or any of its obligations and liabilities under this agreement as a result of any cause beyond its control including, but in no way limited to strikes, storm, fire or accident, it shall be relieved of all obligations and liabilities incurred under this agreement insofar and so long as the performance of such obligation is thereby prevented, frustrated, or impeded.
15. If any part of these terms becomes unenforceable for any reason, the terms shall remain in full force except for the unenforceable part, which will be deemed deleted.
16. This agreement will be governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.
17. We may change these terms at any time, without notice. The current version of our terms can be found on our website at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).

## Terms of Quotation, Sale & Credit

1. All quotes are subject to our Terms & Conditions of Quotation, available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).
2. This hire is subject to our Terms & Conditions of Sale, available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).
3. If you have a credit account with us, any hire is also be subject to our Terms & Conditions of Credit, available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).

## Privacy

1. We respect your right to privacy. Our full privacy policy is available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).
2. We may take pictures of a completed/installed product, either at our site, at a professional studio, or at your site. We will use these pictures to promote the product (online, via social media, or in promotional material). If we intend to take pictures, we will endeavour to discuss this with you.
3. You may opt out of clause 2 by notifying us in writing, or you may request anonymity.