



## Landscape Supplies

1 Hoskyns Rd | [sales@73hire.co.nz](mailto:sales@73hire.co.nz) | 03 347 0560 | [www.73hire.co.nz](http://www.73hire.co.nz)

These Terms and Conditions apply to all transactions made with 73 Hire – Landscape Zone. This includes orders placed online, email, phone, fax, post or by any other means. 73 Hire – Landscape Zone reserves the right to change these Terms and Conditions at any time. These Terms and Conditions are to be read in conjunction with the Terms and Conditions set out for 73 HIRE

### 2. Disclaimer

- 2.1 All media such as images or video produced by or for 73 HIRE – LANDSCAPE ZONE that represents products may vary in colour or physical accuracy due to variations in photographic equipment, colour rendering of displays, printed materials such as brochures or packaging.
- 2.2 Our organic products can change over time due to weathering and continued microbial activity. It is the purchaser's responsibility to satisfy themselves that products meet their requirements before placing an order either online, by phone or at our premises.
- 2.3 73 HIRE LANDSCAPE - ZONE endeavours to maintain a consistent product from batch to batch but variations in raw materials, weather and age mean that there will be some variation from batch to batch. Customers are advised to view products before purchase to satisfy themselves that a product is fit for purpose. If a customer purchases product sight unseen, it is considered the customer is satisfied the product is fit for purpose by some other means (third party recommendation or inspection for example).

### 3 Products Sold by Third Parties

- 3.1 73 HIRE LANDSCAPE - ZONE does not accept responsibility for products sold by third parties. Customers must seek satisfaction with the third-party seller in the first instance. If this is unsatisfactory 73 HIRE LANDSCAPE – ZONE may intervene and mediate a settlement.

### 4 Privacy Policy

- 4.1 See 73 HIRE LANDSCAPE - ZONE

### 5 Visitors

- 5.1 All visitors to any site operated by 73 HIRE LANDSCAPE - ZONE must report to the site office for induction to onsite hazards. Safety hat, high visibility vest and appropriate clothing must be worn when around machinery. All visitors must be always accompanied by a member of staff.

### 6 Returns

- 6.1 Due to the delivery nature of the services, we supply, we will not be obliged to refund any payment you make to us or exchange any products or services we supply, except that which is required by law.
- 6.2 If you have been incorrectly supplied a product at the fault of 73 HIRE – LANDSCAPE ZONE, we will cover all costs related to returning the incorrect product to us and supplying you with the correct product. If you wish to return a product due to ordering incorrectly or for any other reason other than at the fault of 73 HIRE – LANDSCAPE ZONE, unless otherwise agreed upon, collection costs must be met by you.

### 7 Hire Equipment including Trailers

- 7.1 Where a customer hires or loans equipment being the property of 73 HIRE LANDSCAPE - ZONE it shall be the customer's

responsibility to insure said equipment against loss or damage including to 3rd parties.

- 7.2 It is the customer's responsibility that the equipment is used in accordance with accepted use practices and they should first satisfy themselves that the equipment is fit for purpose, has all legal certifications attached to it, such as warrants of fitness, current road user charges if applicable, etc and if a towing or road use vehicle is safe to operate with any accompanying vehicle or equipment the customer so combines such as their personal motor vehicle.
  - 7.3 73 HIRE LANDSCAPE - ZONE excepts no responsibility or liability for failure on the part of the customer to exercise fair use and good judgment that results in damage to the customers or any other parties' property or person.
  - 7.4 Equipment must be used within the manufacturer's designated specifications and in accordance with any legal requirements such as the New Zealand Road Transport Authority may require to operate on a public carriageway.
  - 7.5 Customers who use 73 HIRE LANDSCAPE - ZONE supplied trailers are solely responsible for ensuring said trailers are not overload, are within the towing limitations of the towing vehicle and that the load is safely contained.
  - 7.6 Equipment is to be returned in good order, as clean as it was when loaned or hired and empty of any product it was used to carry.
  - 7.7 In the event that the equipment is damaged or breaks down the customer is to inform 73 HIRE LANDSCAPE - ZONE before days end if practicable or by 9am the following day.
  - 7.8 If the customer cannot return the equipment because of an accident, breakdown, or other factors the customer shall be liable for any costs associated with recovering the equipment back to 73 HIRE LANDSCAPE - ZONE premises.
  - 7.9 Please refer to our Terms and Conditions for 73 Hire regarding Hire Equipment
- ### 8 Delivery
- 8.1 Where customers request a specific date and time for delivery 73 HIRE LANDSCAPE - ZONE will endeavour to meet that request as accurately as possible. If this cannot be achieved due to unforeseen circumstances such as traffic congestion, road works/closure, inaccurate delivery information, breakdown, staff illness or accident or workload then 73 HIRE LANDSCAPE - ZONE will advise the customer and reschedule delivery with the customer.
  - 8.2 The company will make every effort to deliver products ordered on the agreed date. If the company is unable to deliver for any reason, then no liability will fall to the company; whether in damages or otherwise, for the delay in whole or any part of the goods ordered arising from any cause whatsoever.
  - 8.3 If a delivery driver arrives at a customer's specified delivery location and no representative of the customer is available or can be contacted to provide direction the driver may unload based on their interpretation of the delivery instructions. A delivery driver may refuse to unload if the area is deemed to be unsafe, inaccessible due to risk of damage to property or the vehicle, risk of the vehicle becoming stuck, the load is at risk of damage by contaminants or for any other reason deemed reasonable in the circumstances.



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- 8.4 Where delivery is predicated upon payment on delivery, unloading is subject to satisfactory payment completion.
  - 8.5 The delivery truck sizes are governed by the load size, load type, dispatch sequences, access dimensions and or geometry. You must ensure that you have sufficient access for the vehicle before placing an order. It is the customer's responsibility to inform the company if there may be an access problem.
  - 8.6 Your chosen ideal drop off area should be a flat and even surface near the area you want to lay the product.
  - 8.7 Where we are to deliver the Goods, the Customer must:
    - 8.7.1 Ensure we have all-weather encumbrance free access to the site, to enable us to deliver the Goods safely;
    - 8.7.2 Obtain all necessary resource and other consents from the relevant local authority and inform us of all matters relating to such consents;
    - 8.7.3 Locate, mark and advise us of all gas pipes, water pipes, sewerage lines, septic tanks, drainage lines, telephone cabling and other utilities that are on, or near, or adjacent to the delivery point, and of any actual or possible subsidence, slip, erosion, flooding or any other thing that might constitute a hazard on the land where Goods are to be delivered;
    - 8.7.4 The customer, or somebody appointed by the customer, must be at the delivery point to accept the delivery or the customer has explained in detail and left a marker for where product load is to be dumped.
  - 8.8 The company reserves the right to cancel or hold any orders that the company deems may suffer from potential delivery problems and the customer understands that delivery dates may be delayed in these instances.

The customer will clearly advise in writing the place where the goods are to be delivered and acknowledges that the site is accessible for delivery. If the customer provides delivery information orally, 73 HIRE LANDSCAPE - ZONE will not be held accountable for any miscommunication or misunderstanding. There will be no liability whatsoever on the vendor or its subcontractors for any damage which may be caused in the course of delivery and unloading onsite.

The Customer shall pay all freight and cartage charges including any additional costs or expenses incurred by us (including charges for waiting time or delivery outside of normal business hours).
  - 8.9 The company will not accept any liability for damages to property caused during delivery.

The customer indemnifies Us against any costs, claims and damages incurred in the delivery of the Goods including any cleaning, repairing damage to the site or delivery equipment, and returning the delivery vehicle to the road, provided we have acted with reasonable care and skill.
  - 8.10 The Customer must make any claims for short delivery within 48 hours of delivery of Goods by 73 HIRE LANDSCAPE - ZONE and must state the date of delivery of the Goods and the delivery docket number.
- 9 **Conditions of All Deliveries**
    - 9.1 TITLE: The title and property does not pass in either the goods or proceeds from the sale or otherwise of the goods to a third party until paid in full.
    - 9.2 CONDITIONS: When material is to be delivered in places other than on paved or metaled streets, the customer is to provide roadways or approaches permitting access of trucks to point of delivery under their own power. The seller reserves the right to stop deliveries in the event that such roadways are not provided.
    - 9.3 If the customer orders deliveries beyond the curbing, the customer assumes all liability for damage to curbs, footpaths, driveways or other property, and shall be liable for all cost incurred in removing the truck from the site.
  - 10 **DISCLAIMER OF LIABILITY:** Media and landscaping products, including composts are made from batch to batch. Control cannot be exercised over all the conditions including some fertilizer responses, weather, plant and property management before during and after any processing. No responsibility will be excepted by 73 HIRE LANDSCAPE - ZONE under any circumstances for any failure in performance, loss, damage or injury whether direct or indirect or consequential arising from storage handling, mixing or use of these products, and the purchaser shall bear sole responsibility for the correct selection, use and application of this product and acknowledges that the purchaser is buying this product in reliance on the purchaser's skill or judgment and not that of 73 HIRE LANDSCAPE.

In the event of a failed delivery (when a delivery vehicle arrives to site and can't unload) due to unsuitable delivery areas or conditions, 73 HIRE LANDSCAPE - ZONE reserves the right to charge the customer for the time and distance of travel.
  - 11 **Quotations**
    - 11.1 Written quotations are valid as per the expiry date stated on the quote or 30 days, whichever is greater. Verbal quotes are valid for 24 hours unless otherwise agreed to.
  - 12 **Payments**
    - 12.1 Where a customer orders product based on payment on delivery the customer shall pay by credit card over the phone or cash as the case may be.
    - 12.2 The customer agrees to pay for all products and services that you order upon 73 HIRE LANDSCAPE - ZONE completing your order and receipt of an invoice.
  - 13 **Payment and Default**
    - 13.1 Payment terms for account holders are by the 20<sup>th</sup> of the following month; for casual purchases upon purchase of material.

When in default of any monies payable under the Contract, without prejudice to the Owner's other remedies under these conditions at law or otherwise, the Hirer will pay default interest at the rate of 2% per calendar month on all outstanding until all monies have been paid in full.

The Purchaser shall pay to the Owner all costs and expenses incurred by the Owner in recovering money or in connection with the exercise or an attempted exercise of any of its rights or remedies under the Contract, including commissions and legal costs on a solicitor and client basis.

The Purchaser must make all payments due under the Contract without set-off or deduction of any kind.
  - 14 **Cancellations**
    - 14.1 73 HIRE LANDSCAPE - ZONE may charge a cancelation fee of \$80 if cancelation occurs after the consignment of the order.
  - 15 **Hours**



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- 15.1 73 HIRE LANDSCAPE - ZONE operates 6 days per week. The hours listed below are standard operating hours, however, these are varied throughout the year depending on operational requirements, weather, regulatory compliance and seasonal demands. These hours may change without notice.
- 15.2 Landscape Zone Yard: **Mon - Sat** 7.30 – 5pm Closed all Public Holidays.
- 16 **Limitations of 73 HIRE LANDSCAPE - ZONE Products & Services**
- 16.1 We will take all reasonable care to ensure that our Products & Services are fit for the purpose for which they have been designed, but we are not responsible for factors and circumstances beyond our control. If products are out of stock then the company also reserves the right to cancel or hold orders for reasons beyond our control.
- 16.2 Any Products/Service that you purchase is generated only at your request and solely on the basis of information you provide to us.

You agree that:

- (a) Any information we provide to you is information only, and not advice.
- (b) We are not responsible for checking the accuracy, relevance, or significance of any information you provide to us.
- (c) You will ensure that the information you provide is complete, accurate, and up-to-date. If you are uncertain about what information to provide in response to our questions, you will seek appropriate advice from a third party of your choice.
- (d) You will provide us with your full and accurate contact details and you will keep those contact details up to date.

### 17 Product Variances

- 17.1 Colour, texture, size, content, individual rocks, stones, barks, shells & soil types of Goods made may be broken or misshaped variations due to:
- (a) The use of naturally occurring materials in the manufacturing process; and
  - (b) Normal manufacturing tolerances and processes.
- Such variations do not constitute a product defect and we shall not be liable for any loss or damage suffered by you as a result of such variations.
- The sizes of products specified are approximate and can vary. Due to the products we market are natural products – they will change due to weathering, seasons and different seams in the quarry. 73 HIRE LANDSCAPE - ZONE will do their utmost to ensure your products are consistent – but there are times when this is out of 73 HIRE LANDSCAPE - ZONE control. We advise to view products before purchase. All inquiries regarding products should be directed to our sales staff.

### 18 Copyright Information

- 18.1 All copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Products & Services and the Website are and will remain the sole property of 73 Hire Landscape.
- 18.2 When you purchase a Product or Service from us, you may download and copy documents provided to you as part of that service providing that you:
- (a) Only use those documents for the single, specific transaction for which you purchased the Product and/or Service; and

- (b) Only make copies of those documents for purposes relating to that transaction; and
- (c) Do not otherwise copy, reproduce, publish, modify, make an adaptation of those documents in any way.

18.4 You may not remove our trademarks, copyright symbols, or any other statement or device which asserts our intellectual property rights from any materials you download from the Website, or from any authorised copies you make of them. You may not copy, modify, or otherwise interfere with any part of the Website. You may not create any hyper-links to the Website unless you have our permission in writing.

### 19 Hyperlinking

19.1 We reserve the right to prohibit links to the Website and the user agrees to remove or cease any link on 73 HIRE's request. The user may not frame any part of the Website material by including advertising or other revenue generating material.

### 20 External links

20.1 The contents of the Website may include links to third party materials (linked sites). We will not be responsible for the contents of any linked site or liable for any direct or indirect loss or damage suffered by the user or any other person from accessing, using, relying on or trading with third parties. These links are provided to the user only as a convenience, and the inclusion of any link does not imply our endorsement of the site or any association with it.

### 21 Disclaimer

21.1 We make the Website available to the user as a service. Whilst reasonable care has been taken to ensure the facts, prices and descriptions stated on the Website are accurate and the opinions given are fair and reasonable, we do not give any warranty of accuracy or reliability of information to the user or any other person. The use of and reliance on information contained on the Website is at the user's own risk. We are not responsible for any adverse consequences arising out of such use or reliance.

### 22 Hazardous Materials Warning

22.1 Soils, Mulches, Composts and Potting Mixes manufactured by 73 HIRE LANDSCAPE - ZONE could contain micro-organisms including bacteria, fungi and protozoa. When handling, avoid breathing dust or mists and wear a particulate mask if dusty. Wear gloves and keep moist when handling. Wash hands immediately after use.

22.2 Where 73 HIRE LANDSCAPE - ZONE provides third party products customers are required to ensure they read any instructions that may come with the product either by brochure, printing on packaging or media included within the product.

22.3 If a customer is unsure due to either lack of information on or in the product packaging the customer should contact the manufacturer in the first instance, however, if that is impractical the customer should contact 73 HIRE LANDSCAPE - ZONE for further assistance.

22.4 By purchasing from 73 HIRE LANDSCAPE - ZONE and using any of 73 HIRE - LANDSCAPE ZONE's online or offline resources, the user agrees to abide by 73 HIRE LANDSCAPE - ZONE terms and conditions.