

POTTED JOY – TERMS & CONDITIONS 2026.

These Terms & Conditions apply to all plant hire, plant styling, maintenance services, event hire, and related services provided by Potted Joy (“we”, “us”, “our”). By accepting a quote, booking services, or allowing installation, the Client agrees to be bound by these Terms.

1. DEFINITIONS

Client means the individual, company, venue, or organisation engaging Potted Joy.

Hire Items means all plants, pots, planters, stands, accessories, and related materials supplied by Potted Joy.

Services means plant hire, installation, styling, maintenance, event hire, and associated services.

2. TERM & TERMINATION

2.1 Initial Term – Minimum three (3) months for ongoing monthly rentals unless agreed otherwise in writing.

2.2 Notice of Termination – After the initial term, either party may terminate with one (1) full calendar month’s written notice.

2.3 Immediate Termination – We may suspend or terminate Services if payment is overdue, access is denied repeatedly, or Hire Items are at risk. Outstanding amounts remain payable.

3. OWNERSHIP, RISK & PPSA

All Hire Items remain the property of Potted Joy. Risk transfers upon delivery or installation and remains until collection.

This agreement creates a security interest under the Personal Property Securities Act 1999. Potted Joy may register a financing statement to protect its interest. The Client waives the right to receive verification statements to the extent permitted by law.

Nothing limits rights under the Consumer Guarantees Act 1993 for personal, domestic, or household use.

4. FEES, GST & PAYMENT

Bookings are confirmed only once payment has been received unless otherwise agreed in writing. If payment is not received by the required time, Potted Joy reserves the right to cancel or reschedule the service without liability.

For services scheduled on a specific date (including installations, event hire, styling, or one-off services), full payment and any required refundable bond must be received no later than forty-eight (48) hours prior to the scheduled service, delivery, or installation time.

Invoices for ongoing services or maintenance are payable within seven (7) days unless otherwise agreed.

Potted Joy is not currently GST registered. If registration occurs, GST will be added as required by law with notice.

Late Payment Fee: \$50 per invoice per month.

Denial of Service Fee: \$150 if access is not provided.

Client responsible for reasonable debt recovery costs.

4.1 Venue Access Costs

Where delivery or servicing requires paid parking, valet services, loading dock fees, or similar venue charges, these costs are the responsibility of the Client unless otherwise agreed in writing.

5. PRICE REVIEW

Fees may be reviewed annually with three (3) months' written notice. Continued use constitutes acceptance.

6. ACCESS & HEALTH & SAFETY

Client must provide safe access. Potted Joy complies with the Health and Safety at Work Act 2015.

Client must notify Potted Joy of known hazards. We may refuse unsafe work.

7. DAMAGE, LOSS & RESPONSIBILITY

Client responsible for damage, loss, or theft except where caused by Potted Joy's negligence.

Replacement costs set out in Schedule 1 where applicable.

8. MOVEMENT OF ITEMS

Hire Items must not be relocated, altered, or interfered with without prior written consent.

8.1 Unauthorised Movement

Hire Items are positioned by Potted Joy for stability, plant health, and aesthetic design. The Client, venue staff, contractors, or guests must not move, relocate, tilt, or otherwise interfere with Hire Items without prior written approval from Potted Joy.

If any Hire Items are moved without authorisation, the Client assumes full responsibility for any resulting damage, including but not limited to damage to plants, containers, flooring, furniture, or injury to persons.

Potted Joy accepts no liability for instability or damage caused by unauthorised movement of Hire Items.

8.2 Surface Protection

While Potted Joy takes reasonable care during installation and removal, Hire Items are heavy and may contain soil and water. The Client is responsible for ensuring that the installation location is suitable and that appropriate surface protection is used where required.

9. CONFIDENTIALITY & SITE SECURITY

We keep client information confidential unless required by law.

We observe reasonable security procedures and safeguard keys and access devices.

10. LIMITATION OF LIABILITY

Liability is limited to three (3) months of the Client's Monthly Services Charge.

No liability for indirect or consequential losses.

Nothing limits liability where prohibited by law.

11. EVENTS

Event responsibilities and pricing are set out in the Event Damage & Responsibility Summary and Schedule 1.

11.1 Plant Availability

As plants are living items, availability may vary. Potted Joy reserves the right to substitute plants or containers with comparable alternatives where necessary while maintaining the overall design intent and value.

12. EVENT BOOKINGS, RESCHEDULING & CANCELLATION

Event bookings are subject to the Event Service Agreement issued by Potted Joy for the specific event.

Cancellation terms, payment schedules, damage liability, delivery requirements, and operational details for events are governed by that Event Service Agreement.

Where the Event Service Agreement specifies cancellation timeframes or non-refundable periods, those provisions will prevail over these Terms & Conditions.

If an Event Service Agreement has not been issued, Potted Joy reserves the right to apply reasonable cancellation fees reflecting costs incurred, preparation completed, and scheduling commitments.

13. PERSONAL GUARANTEE

If the Client is a limited company, the signing director personally guarantees payment.

14. GOVERNING LAW

Governed by the laws of New Zealand. Disputes subject to NZ courts.

15. FORCE MAJEURE

Potted Joy shall not be liable for failure or delay in performing Services where such failure arises from events beyond reasonable control, including but not limited to extreme weather, natural disasters, government restrictions, transport disruption, illness, or venue closure.

16. GENERAL

Failure to enforce is not waiver.

Invalid clauses do not affect remaining terms.

Variations must be in writing and signed by both parties.