



## **THE KARAOKE SHOP –KARAOKE HIRE Terms and Conditions**

### **1. Hire Period.**

Hiring commences when the equipment is delivered and set up by the Owner or the Owner's representative. The equipment will be set up at the Venue on the day of your function and will be removed the following day (after the function) or at an otherwise arranged time. Setting up and Removal of equipment is the Sole responsibility of the Owner.

### **2. Hire Charges.**

In the absence of any special arrangements to the contrary, equipment is hired on a daily or weekend rate.

#### **The Hire charge is for delivery to 1(one) Venue only.**

The hired equipment can only be moved to another venue by the Owner (at the owners discretion), and a fee will apply.

**3. Payment** for Hired equipment is due 'In Full' cleared funds on or before the delivery of equipment. Acceptable forms of payment are Cash on delivery, Direct deposit or Credit card payment at least 1 working day before the Hire date. Cheques will only be accepted by prior arrangement.

A **Bond** may be required from the Hirer (Cash or Credit Card imprint). The bond will be refunded when the equipment is returned to the Owner in good order and condition. Deductions will be made from the bond when there is damage, fair wear & tear accepted. Any damage over and above the amount of the bond will be billed to the hirer, and will be paid in full within 7 days. Late returns, will incur loss of bond and each day there after a full hire charge will apply.

**Identification** is required upon delivery or collection (Drivers licence, Passport or proof of address). The Hirer by accepting the equipment agrees to the terms and conditions as laid down by the Owner and agrees to pay any costs of collection and all legal fees incurred by the Owner in the event of legal action becoming necessary.

### **4. Ownership**

All rented equipment remains the sole property of THE KARAOKE SHOP. The Hirer shall not assign, lend, pledge, sublet, sell or otherwise part with the equipment to any other person, but shall not prevent employees of the Hirer using the equipment by the Hirer.

### **5. Care Of Equipment.**

i) The Hirer shall take 'all reasonable care' and use the equipment in the appropriate manner for which it is hired. In the event of any equipment being damaged, the Hirer shall pay to the Owner a sum equivalent to the cost of making good said damage. In the event of the equipment being lost on hire to the Hirer, then the Hirer shall pay the Owner a sum equivalent to replacing the equipment.

ii) Breakdowns resulting from misuse shall not in any circumstances shorten the period of hire.

iii) It is the Hirer's responsibility to satisfy themselves that the equipment is suitable for the use intended. The Hirer warrants that they are competent use the equipment in the way in which it is designed

iv)The equipment does not purport to be new stock or equal to new, but when sent out all items are understood to be in good condition and fit for normal use.

v) The Hirer must notify the Owner as soon as possible of any faulty equipment, damage or maintenance required, however minor.

### **6. Loss or Damage**

The Hirer shall not have any claim to the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner against any claim by a third person in respect of any loss, injury or liability arising out of the use of the equipment hired by the Hirer. The Owner is not liable for any loss suffered by the Hirer or liability incurred by the Hirer as a result of the breakdown of the equipment caused by the hirer.

The Owner is not liable for any damage to any other equipment that is connected to the Hired Equipment, including but not limited to any television, Mp3 player, disc player or stereo equipment. Notwithstanding the foregoing, any liability attached to the Owner under this agreement shall be limited to the amount of hire charges due.

### **7. Local Authority - Noise Control**

The Hirer will abide by all or any Local Authority Noise Control regulations, directions and/or infringement notices. Should any equipment be seized, the Hirer will pay the cost of the call outs, storage and delivery which will be at least \$250 to the Local Authority concerned. The Hirer will also pay the daily 'Full Hire' charges to THE KARAOKE SHOP for each day that the equipment is confiscated, and until it is returned to the Owner.

(Note: Failure to obey a written notice can result in equipment seizure or a fine of up to \$10,000). For further information

<http://www.aucklandcity.govt.nz/council/services/noise/default.asp>

### **8. Warranties By Owner.**

The owner makes no warranty or representations as to the state, quality or fitness of the equipment for any purpose and no such warranty shall be implied by the description of the equipment. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

In the case of a person entering into this contract in a private capacity as Hirer, the Hirer by entering into this contract hereby authorises the disclosure of personal information regarding this creditworthiness by any other party to the Owner and that this personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services. The Hirer has rights to access to and correct personal information, subject to the provisions of the Privacy Act 1993.