

Hire Terms & Conditions

- Unless agreed and where the RENTER has hired an experienced DJ or sound engineer, all equipment will be delivered, set-up and
 collected by the sound engineer allocated to your job. We will have a sound engineer on site until the sound checks have been completed.
- 2. The RENTER shall keep and maintain the rented equipment during the terms of rental at his own cost and expense. The RENTER shall keep the equipment in a good, normal state of use.
- Any contract of hire between us includes only the equipment specified at the time of booking. Whilst every endeavor will be made to supply
 equipment as ordered, we reserve the right to substitute other brands.
- 4. The equipment shall be kept and only used at the agreed location and address of service.
- 5. The RENTER shall not remove the equipment from the address of the RENTER or location shown herein as of use of the equipment without written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTER'S possession.
- 6. The RENTER shall use the equipment in a skillful and proper manner and shall at its own expense keep the equipment in good and substantial repair and condition, reasonable wear and tear expected, and be insured against fire, loss, damage or risk from whatever cause arising in the full replacement value thereof including a year's loss of hire in some office or offices of repute and will permit the Owner at all reasonable times to have access to the equipment and to inspect the state and condition thereof.
- 7. If any damage occurs as a result of your negligence you will be responsible for replacing the item or the cost of repair. If it is agreed that the item will be repaired, you will also be responsible for hiring additional equipment to replace the item, if needed during the repair period.
- 8. Our liability in respect of any defect or failure of the equipment supplied is limited by making good or replacement or repair defects which under proper use and conditions appear therein and arise solely from faulty design materials or workmanship. We do not represent or warrant the equipment supplied by its capacity or performance or us are fit for the purpose for which you require it. We are not to be held liable for stoppages or any consequential loss or damage arising out of work done or services rendered under any contract of hire.
- 9. Payment for the equipment hire and/or service supplied will be made on the day of the booking.
- 10. The RENTER during the continuance will not sell or offer for sale, assign, pledge, under-let, lend or otherwise deal with the equipment or any parts thereof in a manner prejudicial to the Owner's rights, but will keep the equipment in its possession and will not remove the same or any part or parts thereof from the place where the equipment is for the time being without the previous consent of the Owner and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect thereof on demand and will protect the same against distress, execution or seizure and indemnify the Owner against all losses, costs, charges, damages and expenses incurred by it by reason or in respect thereof.
- 11. If the equipment shall be injured or destroyed by fire, all monies received or receivable in respect of such insurance as aforesaid shall forthwith be received by the Owner who shall as the case may require apply such monies either in making good the damage done or in replacing the equipment by other articles of similar description and quality and such substituted articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall have been substituted.
- 12. If the RENTER shall make default in punctual payment of the sums to be paid by it for the hire of the equipment or shall fail to observe or perform the terms and conditions of this agreement on its part to be observed and performed or if the RENTER shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the equipment may be prejudiced or put in jeopardy, this agreement shall forthwith determine (without any notice or other act on the part of the owner and not withstanding that the same may be waived some previous default or matter of a same or like nature) and it shall thereupon be lawful for the Owner to re-take possession of the equipment and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this clause shall not affect the right of the Owner to recover from the RENTER any monies due to the Owner under this agreement or damages for breach thereof
- 13. The RENTER shall in no circumstances remove the equipment from the venue without obtaining the consent of the Owner in writing.
- 14. No responsibility shall be accepted by the Owner for any equipment not belonging to the owner whether delivered by the Owner or not and the RENTER will indemnify the Owner against any damage to the equipment supplied by the Owner as a result of malfunction or nonfunction of any equipment or installations not belonging to the Owner.
- 15. The title of all goods covered by this hire agreement may not in all cases be vested with the Owner. The Owner as referred to in this agreement is however authorized to hire out all equipment covered by these terms and conditions.
- 16. The title of all goods being supplied on a sales basis to the RENTER shall not pass to the RENTER until the Owner has received payment in full.
- 17. Any waiver or other indulgence granted by the Owner shall not affect the strict rights of the Owner under their terms.
- 18. Long term equipment hire may become eligible for discount, agreed at the time of booking.
- 19. We allow dry hire of equipment. Where agreed and the RENTER has organised an experienced DJ/ Sound engineer, the RENTER will pick up & return, overnight or weekend hire.
- 20. Delivery, set-up, sound check and collection of equipment is administered at a fee. All charges are GST taxable.
- 21. The equipment shall be dispatched to or delivered to the RENTER upon acceptance of the agreement and the above terms and conditions by the RENTER, AGENT, REPRESENTATIVE of the RENTER.