



Phone: 09 303 1856 Freephone: 0800 661 122

Email: [Service@thekaraoke.co.nz](mailto:Service@thekaraoke.co.nz)

## THE KARAOKE SHOP – KARAOKE AND SOUND HIRE Terms and Conditions

Thank-you for choosing 'The Karaoke Shop' for your entertainment equipment hire. We pride ourselves on providing quality equipment and outstanding service. If you have any issues or concerns with the equipment or how to use it, help is only a phone call away.

Your feedback is important to us. Please, be sure to let us know your thoughts. It ensures that we continue to provide you with great entertainment options and service. Thanks again for taking the time.

Please take the time to read through the 'Terms and Conditions' of Equipment Hire.

**1. Hire Period.** Hiring commences when the equipment is delivered and set up by 'The Karaoke Shop' representative (the Owner). The equipment will be set up at the Venue on the day of your function and will be removed the following day or at an otherwise arranged time.

Setting up and Removal of equipment is the responsibility of the Owner.

**2. Hire Charges.** In the absence of any special arrangements, Equipment is hired on a daily or weekend rate, with delivery, set up and pick up to 1 venue included.

**3. Cancellation Policy** We understand that Cancellations are sometimes unavoidable. We ask that you give us as much notice of any cancellation as possible.

During peak periods, we may require a deposit (eg: Christmas and New Year). The deposit paid for a hire booking is *not refundable* if the cancellation is made on the day of the hire or 3 days prior to the hire date. If the booking is cancelled within 7 days prior to the booking date, a full refund will be given.

**4. 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 beforehand or Credit card payment before the Hire date. Cheques will only be accepted by prior arrangement.

**5. Bond.** A Bond is not usually required, but may be if the equipment is to be picked up and returned by the Hirer. The bond will be refunded when the equipment is returned to the Owner in good order.

Deductions will be made from the bond if any equipment is missing or damaged, fair wear & tear accepted. Any damage over and above the amount of the bond will be billed to the hirer, to be paid in full within 7 days. Late returns, will incur loss of bond and each day thereafter, the full hire charge will apply.

Identification is required upon delivery or collection (photo id and proof of address).

The Hirer by accepting the equipment agrees to the terms and conditions, and agrees to pay any costs of collection and any legal fees incurred by the Owner in the event of legal action becoming necessary.

**6. Ownership.** All rented equipment remains the property of the Owner- THE KARAOKE SHOP.

The Hirer shall not assign, lend, sublet, sell or otherwise part with the equipment to any other person.

### **7. 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, lost or stolen on hire, the Hirer shall pay to 'The Owner' a sum equivalent to the cost of making good any damage or loss.

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 intended use.
- iv) The Hirer warrants that they are competent use the equipment in the way in which it is designed.
- v) The equipment does not purport to be 'new' or equal to new, but when sent out all items are understood to be in good condition and fit for normal use.
- vi) The Hirer must notify the Owner as soon as possible of any faulty equipment, damage or maintenance required, however minor. Phone: 09 3031856 or 0800661122

**8. Loss or Damage to the Hirer.** 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.

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.

**9. No Warranties by The Owner.** The Owner is not liable for any loss or damage suffered 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.

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. Any liability attached to the Owner under this agreement shall be limited to the amount of hire charges due.

**10. 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 fees 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>

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 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.

Thanks again for taking the time to read these Terms and Conditions. Remember – If you have any issues or concerns with the equipment or how to use it, help is only a phone call away 09 303 1856 or 0800 661 122