



TERMS & CONDITIONS OF SALES & HIRES FOR WAIKATO SOUND & LIGHTING

Definitions

"The Customer" means the person, firm or company who has agreed to buy or hire the goods subject to these terms and conditions of sale, and shall include the guarantor under this agreement.

"WSL" means Waikato Sound & Lighting Ltd and its agent's servants, assignees and employees.

"The Equipment" means:

- (i) All equipment hired by the Customer from WSL at any time whether it be listed under "the Equipment" or supplied prior to or subsequent to the completion of the Conditions of Hire form.
- (ii) In a Contract for Sale all goods purchased by the Customer including all goods supplied to the Customer for the purpose of assessment prior to purchase.

2a Terms of quotation

The quotations are valid for 30 days also WSL has the right to cancel the quote at any time, WSL may also need to change the prices in case of errors made or price increases from WSL supplier. • All prices are subject to change without notice the quotation is subject to availability of the items.

2b. Terms of Sale

The Terms and Conditions set out in this form shall constitute the entire agreement between WSL and the Customer and shall supersede all oral or written proposals and negotiations representations and agreements. All conditions and warranties other than those imposed by statute are excluded. These terms of sale or hire shall prevail notwithstanding any variance with the terms of any order or other document submitted by the Customer.

3. Payment

Where Goods and services are supplied to a cash sale account, payment is due at the beginning of the hire or sale

Where goods or equipment or services are supplied to the Customer on credit, full payment shall be made no later than the 20th of the month following the date of delivery or possession of the goods (whichever occurs first). Where a discount is given payment is due 7 days, or at the end of the hire period, as per terms of the quotation given, If payment is not received by the due date the Customer shall pay to WSL liquidated damages calculated upon the basis of interest at a rate of 25% per annum from the date of delivery or possession (whichever occurs first) until payment in full is received by WSL. This rate may be altered without notice to the Customer. Until a separate Credit Account Application has been requested and approved, payment is required prior to the hire or sale occurrence. Any other arrangements must be made at confirmation of hire.

Overdue debits will be pass on to a debit collection agencies, all costs for collecting the debit will added to the overdue amount, credit accounts will be deleted after 120 days if payment is Not made in full.

4. Retention of Title

Title to and property in all goods supplied shall remain with WSL until payment in full has been made for all goods supplied to the Customer by WSL. If payment becomes overdue WSL may recover all goods and enter the Customer's premise for that purpose. If the Customer shall on-sell any goods prior to payment being made to WSL the Customer shall hold those funds in a separate account as Trustee of the fund for WSL pending payment.

5. Privacy Act

The Customer confirms that customer suppliers are authorised to disclose to WSL such information as WSL may request regarding the Customer's credit worthiness, and the state of the Customer's credit or trade accounts with the suppliers. The signatories to this application are authorized to give the customer suppliers the authority to disclose such details.

6. Remedies

To the extent that Section 6 to Section 10 of the Contractual Remedies Act may be otherwise applicable to any Contract between WSL and the Customer, the remedies contained in Section 6 to Section 10 of the Contractual Remedies Act shall be expressly limited to one of the following remedies pursuant to Section 5 of that Act:

- (a) The replacement or repair of the goods by WSL, or
- (b) Damages equivalent to the purchase price of the goods.

This clause does not seek to exclude any applicable statutory warranties where such warranties apply to any contract between the Customer and WSL.

7. Conversion of Hire Contract to Purchase Contract

Where the Customer enters into a Contract for Hire with WSL and at a later date seeks to purchase from WSL part or all of the equipment listed in the Contract for Hire the parties agree that no funds paid pursuant to the Contract for Hire shall be applied in reduction of the purchase price. All payments made by the Customer to WSL prior to the confirmation of any Contract for Sale and Purchase shall be deemed payments made under the Contact for Hire.

Goods and equipment provided to the Customer by WSL under a Contract for Sale and Purchase shall be non-returnable unless returned pursuant to any statutory provisions.

8. Insurance

Equipment is not insured by WSL against, fire, burglary, earth quake theft or abuse. It is the obligation of the customer to provide an insurance cover or to replace/repair the goods to the condition they were in at the commencement of sale or hire.

8a Hire equipment and goods sent by courier of freight company only have a cover for loss or damages of up to 1500.00 by that company, will can arrange temporary cover for our equipment, this cost must also be paid upfront before equipment is sent, or at the digression of WSL for approved customers.

9. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO HIRED GOODS

- 9.1 The customer shall be liable for loss of or damage to hired goods and WSL shall not limit the liability of the customer for loss of or damage caused by any means whatsoever, including system failure caused by radio frequency interference, or power failure.
- 9.2 If the customer requires WSL to limit liability for loss of or damage to hired goods then such an arrangement must be made in writing and be signed by WSL.
- 9.3 The customer shall take proper care of and use the hired goods in a manner or to such an extent that a reasonable customer would and according to any instructions if any given by WSL
- 9.4 In the event of any hired goods being damaged or lost the customer shall pay to WSL the cost of making good the repair to the goods or the cost of replacing the goods whichever is the lesser.
- 9.5 The Customer must inform WSL immediately of equipment failure and must not attempt the repair unless instructions are given by WSL , refunds will be given Only if it proven that the equipment supplied has a fault not caused by the customer being abuse or unauthorised tampering.
- 9.6 The hire period for the goods shall start when WSL gives possession of the goods to the customer, or possession of the goods to a common carrier, or other bailee for the purposes of transmission to the customer and the hire period for the goods shall end when the goods are returned to the possession of WSL
- 9.7 The time agreed for delivery shall not be an essential term of this contract unless the customer gives written notice to WSL making time of the essence.
- 9.8 The hire rate shall be calculated on a daily basis from 12 noon to 12 noon or part thereof and all hires are to be returned by 10.30 am on the returning day. All weekend hires to be returned by 12.30pm Monday.
- 9.9 WSL reserves the right to withhold any bonds or securities charged as full or part payment for late returns or damage.
- 9.10 When a demonstration has been given and the customer accepts the equipment, and or the music material with the hire, the customer shall enter in to a contract by paying a booking fee and or the hire, WSL will book the equipment and hold it till the due date of hire.
- 9.11 Cancellation of the booking will not entitle the customer to a full refund of the booking or hire fee, However if the equipment is not available to the customer for any reason WSL will give a full refund or equivalent equipment, or hire of equipment for another date.
- 9.12 WSL is not responsible for electronic audio or visual media that has become corrupted, and was not discovered at the time of demonstration.
- 9.13 All equipment shall be returned to WSL in the same condition as it was dispatched, all cables to be correctly coiled up. A fee may be charged for our time to recoiling cables, cleaning equipment, or remounting lights to lighting bars
- 9.14 WSL will not be liable, for our equipment failure due to Frequencies interference, caused by Digital Television, or any other transmitters that may cause loss, or poor performance of our UHF or Satellite Or Radio microphone Systems.
- 9.15 WSL will not liable for costs incurred by the NZ fire Department due callouts to the activation of smoke detectors caused by The use and operation of Smoke, Haze or any Machine that emits carbon particles and is hired from WSL or operated by WSL personal.
- 9.16 Rain out – If hire is cancelled due to weather conditions 1 hour prior our leaving the shop with the van loaded, 50% of the hire cost, not including the bond / deposit will be refunded , if we arrive on site with van still loaded then 25% of the hire will be refunded, not including, transport and labour costs, equipment setup or being setup no discount.

Payment - Direct Credit, Eftpos or Cash only, no Credit Cards. Cheque payment only for approved accounts holders.

AGREMENT TO TERMS AND CONDITIONS FOR HIRES & SALES, & ACCEPTANCE OF QUOTE

Signed by Authorised person Print Name Date

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