

TERMS and CONDITIONS of HIRE

as at August 2022



The terms of hire set out below govern all of the supplies of hire items from Hamilton Operatic Society (“HOS”, “we”, “us”) to the customer (“you”, “the hirer”). Your acceptance of any hire items from HOS indicates your acceptance of these terms of trade. These terms of trade are effective from 22nd August 2022.

1. GENERAL

- 1.1. Our costumes and accessories are designed and maintained for stage wear purposes. They may have small defects and damage, rough fixings and other tricks suitable or acceptable for stage wear. The basis of our hireage is 'AS IS'. We may choose to make repairs to hired items to ensure they do not deteriorate further but there is no obligation to improve the standard of an item to meet customer expectations.

2. PAYMENT

- 2.1 GST is included in the hireage price.
- 2.2 All hires require a bond of \$25 per person to secure the booking.
- 2.3 All hires must be paid in full by the due date set out on the tax invoice.
- 2.4 Any items not returned by the due date noted on the tax invoice will incur late fees of \$20 per week. The bond is also forfeit.
- 2.5 If any item is missing from a return the bond is forfeit.
- 2.6 Any debt collection or legal costs incurred in collecting payment of additional fees (see 4.4 & 4.5) will be the responsibility of the hirer.

3. FREIGHT

- 3.1 Any costs relating to freight are at the expense of the hirer.

4. HIRER’S OBLIGATIONS

- 4.1 The hirer agrees to return the items in the same condition as received, fair wear and tear accepted, on the return date detailed on the tax invoice.
- 4.2 Customers must NOT launder any items themselves, this is included in the hire price.

- 4.3 The hirer has examined the items and acknowledges that the items are received in good condition and is safe and suitable for its intended use.
- 4.4 The hirer may NOT make any alterations to the items. Additional charges will apply to return the items to their original state.
- 4.5 The hirer agrees that he or she is liable to HOS for any loss or damage of the items, and may be required to meet the replacement, repair or cleaning costs of the items.
- 4.6 The hirer agrees not to use the items in violation of any law, statute or regulations. The laws of New Zealand apply.
- 4.7 The hirer agrees that HOS will not be liable in any way in respect of any claim made against the hirer for any damage caused by the hirer's use of the items. HOS will not be liable to the hirer or any third party for any damage or loss resulting from any defect, failure or breakdown in the items from any cause. Such cause presumes an absence of any negligence on the part of HOS.

5. CONSUMER GUARANTEES ACT 1993

- 5.1 HOS confirms that the hirer has the right under the Consumer Guarantees Act 1993 to receive a refund should the fitness for purpose of the items be in dispute.

6. PRIVACY ACT 2020

- 6.1 This agreement collects personal information about you. The information is collected and held by HOS. The Hirer has rights of access to and correction of personal information contained in this agreement, subject to the provisions of the Privacy Act 2020.