

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 production company (“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 1st August 2022 and replace all previous terms of trade between you and HOS (if any).

1. GENERAL

- 1.1. Our costumes 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. LENGTH OF HIRE

- 2.1 All production hires are for one month from the date on the rental agreement.
- 2.2 A holding fee will be charged for hires that are more than one month. The holding fee is \$50 per month or the hireage fee per month, whichever is the least.

3. PAYMENT

- 3.1 GST is included in the hireage price.
- 3.2 Payment is due by the 20th of the month following the date of invoice.
- 3.3 Any debt collection or legal costs incurred in collecting payment of additional fees (see 5.8) will be the responsibility of the hirer.

4. FREIGHT

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

5. HIRER'S OBLIGATIONS

- 5.1 The hirer agrees to return the items in the same condition as received, fair wear and tear accepted, on the return date detailed in the Quote.
- 5.2 The hirer must NOT launder any items themselves, this is included in the hire price.
- 5.3 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.
- 5.4 Labels must not be stuck over the top of HOS coded labels.
- 5.5 All character/actor labeling must be removed before returning
- 5.6 All items must be returned to the original condition by removing modifications and alterations.

- 5.7 The hirer is responsible for identifying any items that are missing or damaged and making notes on the packing slip.
- 5.8 The hirer agrees that the Production Company 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.
- 5.9 The hirer agrees not to use the items in violation of any law, statute or regulations. The laws of New Zealand apply.
- 5.10 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.

6. CONSUMER GUARANTEES ACT 1993

- 6.1 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.

7. PRIVACY ACT 2020

- 7.1 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.