

## TNT DISCO ! Explosive Entertainment!



## HIRE TERMS AND CONDITIONS

TNT Disco, (herein referred to as the Company), in consideration of the total amount specified, will provide the equipment on the agreed date for the agreed duration.

The Customer hiring the equipment must be over 18 years of age and will be required to provide at least two forms of ID containing the hirer's full name and address. The Company may, at its discretion, make copies of the customers ID. One of the forms of ID must include a photo of the customer such as a passport or driving license.

A security deposit will be required to be paid. The exact amount is dependant on the actual cost of the hire and will be included in the hire charges. The security deposit will be returned in full if the equipment is returned in the same condition as it was provided to the customer.

Should the equipment be lost or damaged whilst on hire then the Company reserves the right to withhold any security deposit paid by the customer and charge the customer for any replacement or repairs where the cost is more than the security deposit. Any security deposit will normally be returned to the customer in the manner it was paid (i.e. Cash, cheque or online refund).

The customer will be responsible for any damage, normal wear and tear excluded, to the provided equipment. The Company highly recommends that the customer obtains adequate insurance for the equipment whilst in their possession. The Company can provide full replacement values where needed for insurance purposes.

The customer may request the equipment for longer than the contracted duration provided any additional costs are paid in full at the time of the request and no other obligations are pending. The availability of the equipment cannot be guaranteed.

The Company, at its discretion, reserves the right to refuse hire of all or part of equipment if the usage is deemed to be high risk or inappropriate.

The Company will ensure that the equipment is in full working order. Where required any minor defects will be documented and made known to the customer so as not to apportion blame to the customer on return. The customer has the right to not accept anything where they are not 100% happy with its condition, however the Company is under no obligation to offer an alternative if it feels the equipment is in suitable condition for the job required.

Where the customer has requested that the Company install the equipment and have paid the necessary extra charges the Company, at its discretion, reserves the right to discontinue all or part of equipment usage if the power provided is not capable of operating the equipment without risk of damage to the equipment, personnel or the public, or if the working environment constitutes a health and safety risk. The surface on which equipment is to be used must be suitable and stable. If applicable, the customer agrees to furnish a facility that completely covers the Company's equipment from direct sunlight and rain. If service must be discontinued for any of the aforementioned reasons, the full balance is still due.

The customer shall ensure the venue will allow the Company adequate access time for the setting up and taking down of any equipment, when required. If the Company arrives and cannot access the equipment due to situations outside of his control (i.e. if any part of the function if overrunning) no liability will be accepted, the hire period will not be extended to compensate and the full balance is still due.

The Company is not responsible for obtaining any required licence. The customer shall ensure that any such licences' are obtained for the duration required.

The Company is not responsible for power outages, nor is the Company responsible for any equipment that fails whilst on hire. The Company, if available, can be called out to fix/replace any failed equipment on payment of a callout charge. If a lamp fails the Company the hire package may include replacement lamps for fitting by the customer.

The Company is not responsible for any damage to the room or building where the equipment is used, whether caused due to the equipment or not.

The Company is not liable in any way for any injuries that may occur due to the actions of the customer and/or any of the customer's guests. This may include, but is not restricted to drunkenness or other forms of intoxication.





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The required deposit of 40% of the total cost is due at the time of signing. This contract is assumed to be binding one the deposit has been received and cleared.

Payment can be made using any online payment facility when available. The Company will not charge the customer any additional fees for online payment.

Final payment of the remaining balance is due on or before the hire date.

Any payments made other than cash, must have cleared on or before the hire date.

Payments received on the date of the hire must be in cash and should be delivered prior to the scheduled start time. Under no circumstances will the Company begin rendering services until the balance is paid in full.

Notice of cancellation by the customer shall be in writing and delivered to the Company, wherever possible, before 28 calendar days (4 weeks) prior to the hire date, in which case a full refund, if any due, with exception of the deposit, will be given. If such notification is not given, the Company will assess the full service fee, including the deposit. The deposit is non-refundable for any reason, even if 28 day's notice is given.

Notice of cancellation by the Company shall be in writing and delivered to the customer, wherever possible, before 28 calendar days (4 weeks) prior to the hire, in which case a full refund, if any due, will be given. This is subject to proven detention by sickness, accidents, equipment malfunction, or acts of God beyond the control of the Company. In the unlikely event that the Company is unable to provide the equipment, the Company will make every effort to find a qualified replacement.

In the unlikely event that a replacement cannot be found, the Company will make a full refund of any moneys paid by the customer. The customer agrees that the refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the Company.

In the unlikely event that the Company is delayed and the equipment can not be delivered on time, or time is lost during the hire due to equipment malfunction, the Company will refund the portion of fees paid prorated to the time lost. The customer agrees that the prorated refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the Company.

If the delivery start time is delayed due to the inability of the Company to gain access to the delivery address, or any other delay beyond the Company's reasonable control, the Company will not be liable for any refund whatsoever.

If a booking has been confirmed and the DJ attends the function to find another artist or DJ has been booked by the customer, the promoter(s) or any other persons then the full fee shall be payable as per the agreement.

This contract is to be signed and returned by the customer with the required deposit as soon as possible. Upon receipt by the Company, equipment and/or personnel will be allocated on a first received first served basis for the hire date. If the Company is able to fulfil the requirements of the hire, the deposit becomes non-refundable, and all of the terms and conditions of this agreement become binding. If suitable equipment and/or personnel are no longer available the Company will return the deposit with a written explanation of the situation within 5 business days of the receipt of the contract.

All written modifications or additions must be agreed upon and initialled by both the Company and the customer. This constitutes the entire agreement between the customer and the Company. All pages should be returned to the Company after signing. No other terms or conditions implied or expressed not included in this signed document apply. All notices, acknowledgments or replies referred to in this document are to be made by post, or sent via Email.

Agreed:	(Customer Signature)	Date:
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