

Karats LTD t/a Pro Sound and Light

Terms and Conditions applicable to all Hire Customers

DEFINITIONS :- “**Karats**” refers to Karats LTD t/a Karats Karaoke and Disco Centre, “**the Customer**” refers to the customer of Karats LTD t/a Karats Karaoke and Disco Centre, “**the Equipment**” refers to any Equipment (Electrical equipment, cables, stands, safety devices, catalogues, disks, et al) hired by **the Customer** from **Karats**, “**the Event**” or “**the Hire Period**” refers to the period of time which starts at the point when the Equipment is collected from **Karats** (or delivered to the Customer by a **Karats** Engineer) and ends when **the Equipment** is returned to **Karats** (or collected from the Customer by a **Karats** Engineer), “**the Hire Fee**” refers to the amount paid by **the Customer** to **Karats** for the use of **the Equipment**.

1. SAFETY:- It is the responsibility of **the Engager** to take all reasonable steps by way of stipulation in booking or providing a safe and secure venue for **the Event** and a safe supply of electricity. The use of **the Equipment** in Open-Air or Marquee venues must be agreed prior to **the Event**.

2. HEALTH AND SAFETY:- It is the responsibility of **the Engager** to ensure that an appointed Health and Safety Officer is present during **the Event**. The Health and Safety Officer is to ensure that all Health and Safety guidelines are followed particularly in respect of the installation and use of **the Equipment**. It is the responsibility of **the Engager** to supply a First Aider if required by the Health and Safety Guidelines. For more information refer to the Health and Safety Executive, see <http://www.hse.gov.uk/>

3. CANCELLATION:- Up to 60 days prior to **the Event** a 25% cancellation fee is chargeable, up to 14 days prior to **the Event** a 50% cancellation fee is chargeable, for later cancellations the full **Hire Fee** is chargeable.

4. CHANGES:- The terms of any agreement or contract may not be modified or cancelled unless agreed by both parties and confirmed in writing.

5. GENERAL LIABILITY:- **The Engager** agrees to accept all Liability; agreed, implied or otherwise, in respect of the installation, testing, operation, and removal of **the Equipment** including loss of **the Equipment**, loss of earnings, loss of life, damage to **the Equipment**, damage to first party or third party persons or property. **The Engager** is responsible for providing Public Liability Insurance to indemnify **Karats** and **the Engager** in the event of a incident involving the Public. Any Public Liability claims are to be dealt with and if necessary settled by **the Engager**. **The Engager** is responsible for obtaining any insurance required to insure **the Equipment** against loss, theft or damage, to cover the manufactures retail list price of **the Equipment** or equivalent.

6. INDEMNIFICATION:- By accepting all liability, **the Engager** agrees to indemnify **Karats** of all Liability during **the Hire Period**.

7. OWNERSHIP:- **The Equipment** remains the property of **Karats** throughout **the Event** unless agreed otherwise.

8. ENVIRONMENT:- Should any audience members, guests or other parties exposed to **the Equipment** suffer from epilepsy, it is the responsibility of **the Engager** to discontinue the use of Xenon-based lighting to avoid injury. **Karats** will not be responsible for any damage to health caused by the use of **the Equipment** hired under this agreement.

9. PAYMENT:- Payment for the hire of **the Equipment** is to be paid upon on collection of **the Equipment** from **Karats** unless agreed otherwise. Where **the Equipment** is delivered or configured by **Karats** Engineers, Payment for the hire of **the Equipment** must be made in advance. Should **the Equipment** be kept for a longer period, or not returned within the agreed period then any additional charges must be paid on return of **the Equipment**.

10. THE ENGAGER:- **The Engager** must be aged 18 years or over. Those using **the Equipment** must be 16 years of age or over and be supervised by **the Engager** at all times.

10. DAMAGES AND EQUIPMENT CARE:- **The Engager** is responsible for **the Equipment** during the Hire Period. If any damage (physical, electrical or otherwise) occurs to **the Equipment** during **the Hire Period** then **the Engager** is responsible for all repair or replacement costs and is also responsible for paying additional Hire Fees while **the Equipment** is being repaired. This is to compensate **Karats** for the loss of earnings caused by the damage. It is agreed that **the Equipment** will be correctly, safely and professionally operated in a suitable position and reasonably out of danger. **The Equipment** should be operated within the manufacturers’ specifications and specified limitations. This includes the volume of PA equipment and lighting load. **The equipment** should be returned in an identical condition to when it was supplied, except for reasonable

wear and tear, and should be returned with all lamps intact or replaced if necessary. If un-reasonable wear and tear or any damage is sustained to **the Equipment** when in the charge of **the Engager**, suitable and reasonable remuneration is to be compensated to **Karats**. **The Equipment** is hired on the condition that it shall be returned in an undamaged condition and that **the Engager** shall be responsible for any loss or damage to **the Equipment** during **the Hire Period**. This includes, but is not limited to, all trussing and supports, all cables, all equipment casing and accessories, all electronic components and accessories and operations, all other items supplied by **Karats**. Contributed by but not limited to any safety deposit paid.

11. LOCATION:- **The Engager** is not permitted to take **the Equipment** to a location outside of the United Kingdom unless agreed otherwise.

12. EQUIPMENT FAILURE:- Although **the Equipment** is tested before every hire booking, **Karats** cannot be held responsible for equipment failures during **the Hire Period**. Should **the Equipment** fail during operation, please contact **Karats** to arrange replacement equipment, subject to availability.

13. KARATS PERSONNEL:- Should any damages occur to the Engineer’s persons, property or equipment, by **the Engager** or their guests, **the Engager** is to ensure full responsibility, both legally and financially.

14. ADDITIONAL COSTS:- **The Engager** is responsible for all costs incurred by **Karats** related to the hire of **the Equipment**. This includes (but is not limited to) the cost of recovering the equipment in the event of non-return, the cost of transportation of **the Equipment** to/from **the Event** or to/from a service centre for repair in the event of damage, et al.

15. ADDITIONAL FEES:- Where additional costs are incurred, **the Engager** agrees to offer payment without obstruction. Payment Card details for **the Engager** will be recorded at the start of **the Hire Period** and automated billing will occur if payments are not made on time or if damages are discovered after the return of **the Equipment**. By accepting this contract **the Engager** agrees that **Karats** are authorised to make a charge to their payment card automatically for any overdue hire fees or additional charges for the repair or replacement of equipment or any additional fees as detailed above.

16. IDENTIFICATION:- When collecting **the Equipment**, **the Engager** is required, without exception, to supply in person one form of Photographic ID and proof of their current address (a driving license photo card is suitable, or passport with a utility bill.) A payment card registered to the same address is also required. Cash payment of **the Hire Fee** is not accepted. In the event that **the Engager** is unable to provide suitable identification, or if the payment card registered address differs to that on the ID, then **the Equipment** will not be released to **the Engager**. Where equipment is delivered by a **Karats** Engineer, the ID paperwork must be presented in person by **the Engager** at the **Karats** hire desk at least 5 working days in advance.

17. CABLE CARE:- It is the responsibility of **the Engager** to ensure that all Cables are returned in an appropriate condition. Cables should be neatly coiled and reverse taped (sticky side out) using electrical tape only. **Karats** reserve the right to charge a £1 per cable coiling charge for cables that are not coiled or incorrectly coiled. Cables returned with sticky residue, gaffa tape remnants, mud or otherwise soiled will be charged a replacement fee at full retail price.

18. LOADING:- Where **the Equipment** is collect by **the Engager** from **Karats**, **the Engager** shall be responsible for all loading, unloading and transport of **the Equipment** from the Hire Desk. **Karats** is unable to offer any assistance in the loading, unloading or transporting of **the Equipment**. **Karats** can offer a vehicle loading service for customers unable to load equipment, but this must be quoted for and booked in advance of the Hire Period.