

Terms and Conditions

Ox Audio (Pty) Ltd 2015/186994/07

Updated 2017-02-16

Managed rental / event production

Payment

- **A deposit of 50 % is payable in advance** and together with **signing and returning** this document, will secure the booking of equipment and/or services as applicable.
- The balance is payable to **reflect in our bank account 48 hours before** delivery/collection/load-in.
- Payment options are cash and direct deposit/EFT. We do not accept payment by cheque or cards.
- Ox Audio requires **a minimum of 48 hours' notice of cancellation** of our services prior to an event in order to refund the client in full. **If less than 48 hours' notice is given, the client shall be liable for payment in full as quoted.**

Equipment

- Equipment supplied by Ox Audio is to be operated by Ox Audio staff only, unless otherwise stated.
- The client is wholly responsible for security of Ox Audio equipment for the entire duration that the equipment is on the venue premises (load-in, actual event and load-out). Ox Audio has no insurance for damage to, nor theft of, the equipment while it is out of our workshop and **the client is liable in full for repair/replacement of equipment in the event of theft, robbery or damage outside of our control.** Replacement values can be provided to the client on request, for their insurance purposes.
CLIENT INITIAL: _____
- Any person tampering with, damaging or spilling liquid on Ox Audio equipment may be liable for significant repair costs and may in extreme cases render us incapable of providing a service for the remainder of the event. In this event, no part of our fee shall be waived.
- When working with DJs, musicians or other engineers feeding signals into our systems we may require them to make adjustments at source in order to a) protect our equipment and b) maintain good quality sound reproduction, reinforcement and/or recording as applicable.
- If Ox Audio needs to provide consumables such as batteries to event performers/presenters (to aid smooth-running of the event, over and above what was quoted for) then the client shall be billed for this after the event.

Electricity

- In the event of a power outage rendering us incapable of providing a service, Ox Audio shall not be held responsible and shall not waive any part of its fee.
- The venue is responsible for payment of their electricity bill/prepaid meter.
- The venue is responsible for the safe electrical wiring of their premises. Should Ox Audio find unsafe electrical outlets at the venue, these will be marked and reported to the client and/or venue, and will not be used. Should sufficient safe, suitable alternative outlets not be available, Ox Audio shall be unable to provide a service due to the risk of fatal shock, unless the venue/client is able to have the problem rectified by a licensed electrician in good time, or arrange an alternative safe and stable power source (generators without voltage regulation are unacceptable). Ox Audio shall not waive any part of the fee.

Noise

- The client or venue is responsible for liaison with neighbours with respect to noise nuisance. Ox Audio will assist as far as possible in maintaining reasonable sound levels.
- In the event of a noise complaint, we shall reduce sound levels or shut down as necessary to comply with a verbal or written instruction from any law enforcement body. In the unlikely event of premature shut down, Ox Audio shall not waive any part of the fee.
- Sound reinforcement systems are capable of causing permanent hearing damage. Ox Audio reserves the right to limit sound levels inside the venue so as to mitigate the risk of damaging the hearing of clients and their guests/audience. For this reason, requests to increase volume cannot always be accommodated.

Hours of service

- If extended hours of service are required at short notice, this will be accommodated if feasible for Ox Audio, but an additional charge shall apply.
- Ox Audio accepts no liability for additional venue hire costs borne by the client in the event that an event is extended in duration due to circumstances beyond our control.

Facilities

- Ox Audio requires access to potable water and toilet facility on site for the duration of load-in, actual event and load-out.

Music licensing

- Ox Audio's service does not include "performance" type DJing unless this has been specifically requested and arranged in advance. Simple playback of music from CDs or computer playlists with basic crossfades, is included. (See our music collection here: http://www.oxaudio.co.za/common/OA_music-library.pdf.)
- Where the client provides recorded music to be played, it is taken in good faith that such music has been legally acquired. Ox Audio takes no responsibility for the origin of this material. The same applies to third-party DJs playing through Ox Audio systems.
- Third-party DJs playing through Ox Audio systems are responsible for possessing SAMRO & SAMPRA mobile DJ licenses, and submitting to these bodies their own detailed lists of music played as per SAMRO and SAMPRA requirements.
- Some events may require the event organiser/venue to possess their own SAMRO event or venue license in addition to that held by Ox Audio. It is the responsibility of the event organiser/venue to obtain such a license when required. Enquiries can be directed to SAMRO at 0800 247 247.
- Regular/repeat events and events held in nightclubs, discotheques or similar venues may require the event organiser/venue to possess their own SAMPRA event or venue license in addition to that held by Ox Audio. It is the responsibility of the event organizer/venue to obtain such a license when required. Enquiries can be directed to SAMPRA at 0861 SAMPRA (0861 726772) or info@sampra.org.za.

Quality of recordings

- Ox Audio shall not be held liable for extraneous noises captured on recordings due to:
 - Sound reinforcement (PA) systems outside of our control or provided by others.
 - Noisy environments and/or insufficient soundproofing in construction of venue.
 - Audience members, performers or bystanders.
 - Fans, ventilation or air-conditioning equipment.
 - Outside traffic, aircraft or any other causes outside of our control.
- Where Ox Audio is not permitted to employ the preferred microphone placement (due to aesthetic restrictions, for example) Ox Audio shall not be held responsible for reduced clarity of a recording due to sub-optimal microphone placement.

Client feedback

- On completion of the work Ox Audio may contact the client to solicit feedback on our performance, in the interests of continuous improvement. Such feedback is greatly appreciated.

Dry hires

Special Terms for Dry-Hires

Important: The following is required **upon or before** collection/delivery. Equipment shall **not** be released otherwise.

1. Valid **RSA ID document** or **RSA visa** for the **actual person** collecting or taking delivery.
2. **Proof of address** less than **3 months** old (Municipal, Telkom or cell phone account) for the **actual person** collecting or taking delivery.
3. Consent to background checks and photos being taken of person collecting/taking delivery, and any vehicle.
4. Pay **refundable deposit** (cash, or balance **reflecting** in our bank account): **R_____**. A receipt shall be issued. The deposit shall be returned to the client **on return** of the equipment to Ox Audio **in full, on time and in reasonable condition** compared to how it was supplied. Deposits may be withheld because of repair/replacement costs or an extended hire period. The client shall be charged for the balance of such costs in excess of the deposit amount. **Late returns** shall be charged as an extra day at normal day rates.

These measures are industry-standard due to criminals targeting our high-risk industry. Thank you for your understanding.

Payment

- A payment of 100% of the above total plus a refundable deposit is payable on or before collection and together with signing and returning this document, shall secure the booking of equipment.
- Payment options are cash and EFT. We do not accept payment by cheque or cards.

Equipment

- Equipment supplied by Ox Audio shall be operated by the hirer only, unless otherwise stated.
- Ox Audio tests equipment extensively. However, in the unlikely event of an equipment fault, the hirer shall notify Ox Audio immediately.
- The hirer is liable in full for any repair, recovery or replacement costs in the event that equipment is lost, stolen, impounded by authorities, deliberately damaged or accidentally damaged by any party, forces of nature or “act of God” at any point in the duration of this hire.

CLIENT INITIAL: _____

- Equipment is not insured by Ox audio when off our premises. Should the hirer choose to insure the equipment during the rental period, replacement values can be supplied on request.
- Rack-mounted equipment supplied may not be unmounted from supplied rack enclosure.
- Equipment may not be operated outdoors in adverse weather (e.g. rain) without sufficient protective structure.

Safety

- The hirer is responsible for the safe use of any equipment supplied, including but not limited to: Mitigation of tripping hazards, mitigation of toppling/falling hazards, electrical safety, prevention of hearing damage.
- The mains earth conductor may not be disconnected on any equipment where it is provided (“3 pin”/“3 wire”/“Class 1” equipment). Such tampering, whether by means of equipment modifications or plugging into an “earth lift” adaptor, is illegal, unnecessary and potentially lethal. Ox Audio accepts no liability for the consequences of such actions.

Noise

- The hirer / event organiser or venue is responsible for liaison with neighbours with respect to noise nuisance.
- The hirer is liable for any recovery costs/release fees/fines in the event that equipment is impounded by authorities due to, for example, excessive noise at the event.
- Sound reinforcement systems and their components are capable of causing permanent hearing damage. It is the hirer's responsibility to operate the rented equipment so as to mitigate this risk. Ox Audio accepts no responsibility for the effects of excessive sound pressure level on guests/performers/audience/delegates of the hirer's event.

Recorded music

- Regarding any recorded music/sound recordings played through Ox Audio equipment, the legal sourcing and adequate licensing for public playback of such material is the responsibility of the hirer. Ox Audio shall not be held liable for any infringements made by the hirer, event organiser or venue in this regard.

Sales, installations or consulting

- Payment is due in full upon delivery of the equipment.
- Payment options are cash and direct deposit/EFT. We do not accept payment by cheque or cards.
- Goods being purchased by the client, remain the property of Ox Audio or its suppliers until paid for in full.
- The client is responsible for the safe use of any equipment supplied, including but not limited to: Mitigation of tripping hazards, mitigation of toppling/falling hazards, electrical safety, prevention of hearing damage.
- The mains earth conductor may not be disconnected on any equipment where it is provided ("3 pin"/"3 wire"/"Class 1" equipment). Such tampering, whether by means of equipment modifications or plugging into an "earth lift" adaptor, is illegal, unnecessary and potentially lethal. Ox Audio accepts no liability for the consequences of such actions.

I, the undersigned accept the terms and conditions of rental

Signed

Printed name
