



EVENT PRODUCTION

027 244 7335 | accounts@vividcollective.nz

EQUIPMENT HIRE BOOKING AGREEMENT

Thank you for choosing **Vivid Collective Ltd** as your hire provider. These are our terms and conditions - a copy of which will be kept on our website, so please ensure you download and read these each time you make a hire.

This agreement is valid for **12 months** from the date of signature.

Preamble

These are the terms and conditions subject to which we allow you to hire our Equipment. By signing this agreement, you agree to be bound by them.

We are Vivid Collective Limited, a company registered in New Zealand, of 4/54 Ashley Place, Papamoa Beach, Papamoa 3118 (the "Owner"). "Vivid Collective Ltd" includes all subsidiaries and small branches nation-wide.

You will be advised of the address to pick up from / drop off to via email or in your invoice, unless we have agreed to deliver and set up instead.

Company number: 6941273

NZBN: 9429046916938

You are: Anyone who hires the Equipment from the Owner (the "Hirer").

Terms And Conditions

(To current date - subject to change).

Definitions:

"Charges"	The hiring fee and any costs related to this hire agreement.
"Deposit"	A sum paid by you to us as a non-refundable deposit against the possibility of loss or damage to the Equipment.
"Equipment"	The subject of this agreement as described in, but not limited to, the Quotation or Invoice - i.e. Equipment hired by you.
"Hire Period"	The period of time within which you are entitled to possession of the Equipment.
"Quotation"	An offer by us to you which you have formally accepted via phone, email or other means with a written record. Once a quotation has expired without payment, we reserve the right to re-quote.
"Site"	Where the Equipment is to be used.

1. Agreements and sub-hires

- 1.1. The Hire Period, Equipment, shipping and other information involving the successful execution of the transaction is specified in the invoice and/or this agreement.
- 1.2. The Quotation is an invitation to hire Equipment. Neither of us is bound to a legal agreement until you accept and sign this agreement, receive an invoice and make payment per invoice terms.
- 1.3. This agreement and the invoice together contain the agreement between us and supersede all previous agreements and understandings between us. However, agreed variations via email or other will be considered part of this agreement.
- 1.4. By signing, you accept the terms set out in the invoice and the terms of this agreement.
- 1.5. Risk in the Equipment passes immediately to you when the Equipment leaves our possession. That means you are responsible for taking care of it.
- 1.6. You remain responsible until the Equipment is safely back in our possession. This includes transportation, safe delivery to the door, etc. It is your responsibility to ensure that you have the correct insurance to cover the hire of the equipment, and any damage the equipment may incur by your use of it.
- 1.7. You may not sub-hire the Equipment. This restriction includes adding in, leasing out, loaning or lending to a third party (individual or group), to another company owned by your company unless specified in the invoice.

2. Payment requirements

- 2.1. Payment is due in seven calendar days for general invoices that are not hire invoices, unless other arrangements have been made in regard to a deposit now and a payment 10-14 days before an event to complete payment in full.
- 2.2. We will make several attempts to contact you by email and/or telephone if your invoice remains unpaid and we have not heard from you.
- 2.3. We require you to make contact with us via email or telephone to the accounts department on **accounts@vividcollective.nz** or **021 2422 725**. Please approach the Accounts department for all financial enquiries. All other employees will defer to Accounts in these matters.

5. Delivery of Equipment by Vivid Collective

- 5.1. If you ask us to deliver the Equipment, and we agree, we shall have given you a price for delivery as part of our Charge.
- 5.2. That Charge will be included on the invoice as either travel, shipping, courier or another similar word relating to the manner of dispatching the hire equipment to you.
- 5.3. Delivery will be made by us (or a nominated shipping company) at our discretion or as otherwise agreed to your address stipulated in the booking agreement or to the venue if written into the contract. You must ensure that someone is present to accept and sign for the delivery. It is your responsibility to inspect the equipment upon arrival for damage during shipping and to check everything ordered is there. We shall not leave the equipment without your having signed for it.
- 5.4. We require 5 days' notice of your requirement and readiness to take delivery on-site if we are delivering.
- 5.5. If we are not able to deliver the equipment as agreed, we shall notify you in the first instance via telephone, and/or by e-mail to arrange another date for delivery.

6. Picking up equipment from Vivid Collective

- 6.1. If agreed, you are responsible for collecting the Equipment from our depot at 73 Taipari St, Maungatapu, Tauranga, New Zealand 3112, unless specified otherwise.
- 6.2. You may not use the equipment at any other location than on the Site you have booked it for.
- 6.3. If you pick up Equipment from our premises, please ask or tell us in advance if you require assistance loading so we may advise if we can do this.
- 6.4. You agree that you are responsible for any damages to and care of the Equipment once you take possession. Possession of the Equipment begins the moment it is passed over to you, whether on or off our premises.
- 6.5. Dates or specific times are given for the delivery of services are estimates only.
- 6.6. We shall not be liable for any loss, damage or expenses caused directly or indirectly by any delay in the delivery, nor for incidents occurring on our premises during Equipment pick up. Any damages caused to Equipment may be added to the overall invoice.
- 6.7. Allow plenty of time to cover delivery and collection due to third party services such as

10. Charges and payment procedures

- 10.1. We require a purchase order number or authorisation code for the person authorising the hire of Equipment.
- 10.2. All Charges are specified in the Invoice, subject to change by mutual agreement if terms of the event/hire change.
- 10.3. All the payments may be made by Cash (receipted), Internet Banking, Credit Card via Stripe or PayPal. Credit card fees may apply and are payable at the point of payment of the invoice. The card company will add these fees on top of the quoted amount and receipt you directly.
- 10.4. A 25% deposit shall be paid by you to us on signing the agreement and is non-refundable. The deposit is required in order to reserve your booking date and service, and for us to organise any matters relating to your booking that may be payable to third parties by us.
- 10.5. If a job or order is cancelled for any reason, you agree that we may reasonably charge 25% - 50% of the invoice: 25% for more than seven calendar days from the event, and 50% for cancellations within seven calendar days. An exception may be made at our sole discretion, or credit may be held on request for future jobs.
- 10.6. If we have to collect the Equipment from the Site, the Charge for doing so will be payable in full.
- 10.7. Final payment is required seven calendar days prior to the event unless otherwise agreed.

11. Breakdown and repair

- 11.1. You must inform us immediately of any problem in the operation of the Equipment.
- 11.2. If we delivered the Equipment to you, you must tell us your availability for us to come to the Site to assess the problem and possibly collect it for assessment in our workshop. If you collected the Equipment from us or we sent it to you by carrier, you must pack and return it to us at your risk. Cost will be agreed in the invoice or via email and must be packed as per the instructions we will include. You will be liable for damages due to bad packaging - plus, a 10% commission charge may apply for loss of our income.
- 11.3. If we agree that there is a fault in the Equipment, we will decide whether we can replace it or terminate the hire. In any event we may refund you at our discretion for any period in which the Equipment is not usable. We shall refund to you the cost of return to us.
- 11.4. If you have been negligent in your care or use of the Equipment, you will pay us for appropriate replacement Equipment of the same quality without deduction for depreciation or use. We need not supply evidence of cost.

2.4. We can arrange a payment installment over a mutually-agreeable time frame by arrangement prior to, or after, invoice date to ensure payment is made in full if you are experiencing financial difficulty. We want to work with you to get the debt paid in the easiest and stress-free way possible.

2.5. As a last resort, if we fail to get a response and satisfactory payment or arrangements, we will send the debt to our Debt Collection agency after a certain point at our discretion once the invoice becomes overdue. This may affect your credit record and your future arrangements doing business with us. This is a last resort and we do not take this action lightly. Timing of the action depends on the size of the debt and your previous record with us regarding payment and repeated business. It is not something we treat lightly, particularly in these times of economic and wellness uncertainties.

2.6. If the debt goes to a Debt Collection agency, you will be responsible for all reasonable collection costs that the agency incurs in the recovery of the debt. The individual who signs this agreement and engages our services becomes personally responsible for any and all debts, regardless of whether they are representing a company or the operating status of said company.

2.7. We reserve the right to charge interest at a rate of 5% per month on outstanding invoices from 14 days overdue. If the invoice is paid immediately after the first notice of interest being added to the invoice, then we will credit the interest back to you.

2.8. This is explained in the email that goes with your invoice and in any other agreement you sign with us for a booking or other arrangement. Please contact accounts@vividcollective.nz for further clarification.

2.9. If payment is not paid upfront for any reason, yet you are able to take the equipment for hire by prior arrangement, then payment is expected within three calendar days of the hire or upon drop off/collection by us.

3. Loss or damage caused by third parties

3.1. You must inform us immediately if the Equipment is stolen or damaged by a third party.

3.2. You undertake to report the theft to us and to the Police, and after that to cooperate with us and with the Police so far as your help may be required.

couriers, bad weather for driving conditions and other unexpected acts of God.

7. Equipment not as ordered

7.1. We shall use all reasonable endeavours to ensure that the Equipment complies with its description and is of satisfactory quality.

7.2. Immediately upon taking possession of any Equipment, you should examine it yourself.

7.3. Take note of how the equipment is packed as it MUST BE PACKED in the same way it was sent. If unsure, please call before packing. You will be liable for damage due to incorrect packing.

7.4. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Invoice or Booking Form, you must immediately inform us. If no notice is received by us within 3 days from the time of delivery, then we shall be entitled to assume that you have accepted the Equipment.

7.5. If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it with a note.

7.6. Please telephone **027 244 7335** in the first instance, and if you are unable to speak to someone please call **021 2422 725** to let us know of the equipment problem immediately. We may be able to swap it out for working equipment or advise if it may be user error or easily rectified if we are made aware in advance.

8. Disclaimers and limitation of liability

8.1. Conditions, warranties or other terms implied by statute or common law in any country, are excluded from this agreement to the fullest extent permitted by law.

8.2. Our business is to hire equipment and event services. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our employees or online platforms.

8.3. We are not liable to any person in any circumstances if at any time:

8.3.1 The Equipment has been damaged in any way whatever;

8.3.2. The Equipment has been repaired or serviced by someone not authorised by us to provide that service;

8.3.3. The model or serial number of the Equipment has been altered, tampered with, defaced or removed.

9. Indemnity

11.5. As this is a business to business transaction, the Consumer Guarantees Act does not apply.

12. Hirer's other obligations

You agree that you will:

12.1. Not permit any other person/entity/venue to use the Equipment without our written consent.

12.2. Not take the Equipment to any site other than the agreed location, and particularly not to any other venue, town, city, region, island of NZ or country.

12.3. Use the Equipment only in accordance with the manufacturer's / Vivid's written or verbal instructions and to its capacity limits

12.4. Insure against usual business or personal-use risks and in particular against loss, theft, misuse or damage to the Equipment.

12.5. Allow us to come on Site at any time to inspect the Equipment and, if damaged, remove it.

12.6. Return the Equipment to us in the condition in which it was delivered to you, if not better. It must be cleaned, tidy, packed properly. If the gear is returned to us in a dirty condition that requires specialised cleaning before being able to be hired again that cost will be passed onto you. Take good care of the equipment, keep drinks away from it, keep it dry and safe and everything will be fine. This is included, but not limited to: keeping clean, removing from the vicinity of drinks, food, dust, dirt and other grime, avoiding direct contact with disease or flu to avoid spreading contagion, etc.

12.7. Not attempt to repair, open or modify (e.g. rewire), tamper with or service the Equipment yourself, including Equipment provided as part of a larger services hire.

13. Termination

This agreement terminates on the first to happen of the following events:

13.1. At the expiry of a fixed Hire Period set out in this agreement or any extension of it;

13.2. If the Hire Period is not fixed, then upon you giving us 7 working days' notice of termination.

13.3. We give you notice that we are terminating the agreement because you are, or might be, in breach of this agreement [including a failure to make payment of Charges when due].

13.4. If the Hirer or any other person takes an action which indicates that it may be insolvent.

14. Miscellaneous matters

14.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent

3.3. A reference to a person or party includes reference to that person's successors, legal representatives and any person to whom rights and obligations are transferred as a result of a merger, division, reconstruction or other re-organisation involving that person.

4. COVID-19 and other sickness

4.1. We will oblige with current government regulations and restrictions on social distancing and hygiene, and it is required that you do the same in your interactions with us, our equipment or sub-contractors.

4.2. If you are currently ill or showing symptoms of COVID-19, you must inform us prior to any meetings. In this case, it is required that you follow all best practise health protocols.

4.3. If you are ill, it is required that you limit direct interaction with/touching of the Equipment or Vivid team members. Sanitise Equipment thoroughly after touching.

4.4. Cancellations due to pandemic/epidemic or other major illness will be handled as per article 10.5 in this agreement or on a case-by-case basis.

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

9.1. Your failure to comply with the law or breach of this agreement;

9.2. Any act, neglect or default by any agent, employee, licensee or customer of yours;

9.3. A contractual claim arising from your use of the Equipment.

9.4. Indirect or consequential loss of any kind, even if such loss was reasonably foreseeable or we knew you might incur it.

9.5. Except in the case of death or personal injury, our total liability, arising in any way out of this agreement, shall not exceed the sum of 25% of the value of the invoice up to a maximum of \$1000 ex. GST. This applies whether your case is based on contract, tort or any other basis in law.

9.6. This applies to Company's directors, officers, employees, subcontractors, agents and affiliated companies as well as to Company itself. You also agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at \$150.00+GST per hour without further proof.

9.7. In the context of permission, "may not" in connection with an action of yours, means "must not".

minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

14.2. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

14.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

14.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

14.5. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

14.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

All equipment we advertise is owned solely by us. We service, maintain and only buy the best brands NEW. We guarantee it to be hired, leased or sold in working condition fit for purpose, and we only work with trusted and known brands.

The validity, construction and performance of this agreement shall be governed by New Zealand law.

Please provide the following information

Hirer's address: _____

Venue address for use of gear: _____

Address where gear will be stored (if none of the above): _____

Signatures

The Terms and Conditions outlined in this document are agreed upon by the following authorised signatory.

Name: _____

Date: / /

N.B. Please send a scanned copy of your valid ID such as a driver's license (both sides) or passport. This shall be considered valid for a period of 12 months from the date of contract or until responsibility of the contract passes to another party - whichever comes first.

By signing, you are agreeing that the terms in this document have explicitly been read and understood.
