

# **Hire agreement for audio-visual equipment**

## Terms and conditions

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 VibeHire (a division of Schematix Limited), a company registered in New Zealand, NZBN 9429049380934 of 47 Grand Vue Road, Kawaha Point, Rotorua 3010 (the "Owner")

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

**It is now agreed as follows:**

### 1. Definitions

These definitions apply unless the context requires a different interpretation:

"Charges"	means the hiring fee and includes all cost related in any way to this hire agreement.
"Deposit"	means a sum paid by you to us as a bond against the possibility of loss or damage to the Equipment while in your possession and against late return of the Equipment to us.
"Equipment"	means the subject matter of this agreement as described in the Xero quote / invoice.
"Hire Period"	means the period of time within which you are entitled to possession of the Equipment.
"Services"	means the hire of Equipment and any other services we provide to you under this contract.
"Site"	means the place where the Equipment is to be used by you.

### 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

- 2.3. a reference to a person or party includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.4. in the context of permission, "may not" in connection with an action of yours, means "must not".
- 2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.7. all money sums mentioned in this agreement are calculated net of GST, which will be charged when payment is due.
- 2.8. these terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.

### **3. The basic contract**

- 3.1. This is a hire agreement. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.
- 3.2. The Hire Period will be stated on the Xero invoice/quote and accepted by the Hirer.
- 3.3. This agreement and the Xero quote / invoice together contain the entire agreement between us and supersede all previous agreements and understandings between us. By signing, you accept the terms set out in the Xero quote / invoice and the terms of this agreement.
- 3.4. Risk in the Equipment passes to you once it has been delivered and set up on Site, or otherwise when it leaves our possession (whichever occurs first). That means you are responsible for taking care of it. You remain responsible until the Equipment is safely back in our possession.

### **4. Right to Decline, Cancel, or Terminate Hire**

- 4.1. VibeHire may decline, cancel, or terminate any hire request or existing hire contract at any time, including after a booking is accepted and deposit paid, if VibeHire believes the equipment, VibeHire personnel, or the public may be placed at risk, or if

payment history, communication, provided event information, or other circumstances raise reasonable concern. If VibeHire cancels the hire, the Hirer will receive a full refund of any hire charges or deposit paid to date. VibeHire shall have no further liability for any resulting loss or expenses incurred by the Hirer arising from such refusal, cancellation, or termination.

## **5. Delivery**

- 5.1. Delivery will be made by us to your address stipulated in the Xero quote / invoice. You must ensure that someone is present to accept delivery. We shall not leave the Equipment without your having signed for it.
- 5.2. We require 7 days' notice of your requirement and readiness to take delivery on Site.
- 5.3. If we are not able to deliver the Equipment within 24 hours of the date of this agreement, we shall notify you by e-mail to arrange another date for delivery.
- 5.4. You may not use the Equipment at any other place than on the Site.
- 5.5. You agree that you are responsible for everything that happens after you take possession of the Equipment, both on and off our premises, including damage to property of any sort, belonging to any person.
- 5.6. Dates given for the delivery of Services are estimates only. We shall not be liable for any loss or expenses caused directly or indirectly by any delay in the delivery.

## **6. Charges and Deposit: payment procedure**

- 6.1. All Charges are specified in the Xero quote / invoice.
- 6.2. All the payments may be made by cash, credit card, bank transfer or otherwise as specified in the Xero quote / invoice.
- 6.3. The Deposit specified in the Xero quote / invoice shall be paid by you to us on signing this agreement.
- 6.4. The Deposit will be repaid to you after you have returned the Equipment and we have had a reasonable time to assess its condition.
- 6.5. The Deposit will be returned to your credit card or bank account through the same mode you have paid to us.

- 6.6. If we have reason to make a deduction from the Deposit, we will tell you the reason and the sum deducted. We shall never deduct more than our actual loss or cost of remediation, or additional hire time.
- 6.7. If you cancel an order after you have contracted to hire Equipment, we shall have lost money. You agree that we may reasonably charge you not more than 50% of the Charges in the event of cancellation by you. If we have to collect the Equipment from the Site, the Charge for doing so will be payable in full.
- 6.8. If we owe you money for repayment of the Deposit (or any other reason), we will credit your credit or debit card as soon as reasonably practicable but, in any event, no later than 14 days from the date when we accept that repayment is due.
- 6.9. If cancellation occurs within 48 hours of the Hire Period start date, the full hire fee may be charged.

## **7. Equipment not as ordered**

- 7.1. We shall use all reasonable endeavours to ensure that:
  - 7.1.1 the Equipment complies with its description on the Xero quote / invoice; and
  - 7.1.2 is of satisfactory quality and/or fit for purpose.
- 7.2. Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Xero quote / invoice, is of merchantable quality and has arrived in safe, clean and usable condition.
- 7.3. If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Xero quote / invoice, you must immediately inform us of that defect. If no notice is received by us within 7 days from the time of delivery, then we shall be entitled to assume that you have accepted the Equipment.
- 7.4. If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it.
- 7.5. In returning a defective Equipment please enclose with it a note clearly stating the fault and when it arises or arose.

## **8. Breakdown and repair**

- 8.1. You must inform us immediately of any problem in the operation of the Equipment.
- 8.2. 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 and cost.

- 8.3. If we agree that there is a fault in the Equipment, you may choose whether we should replace it or terminate the hire. In any event we will refund you, for any period in which the Equipment is not useable. We shall refund to you the cost of return to us.
- 8.4. We will repair or replace Equipment showing a defect in the following circumstances:
  - 8.4.1 the defect is reported to us within 7 days of the start of the Hire Period;
  - 8.4.2 the defect results only from faulty design;
  - 8.4.3 you have returned the defective Equipment or parts to us if we have so requested.
- 8.5. If we repair or replace Equipment, you have no additional claim against us either under this agreement or by statute or common law, in respect of that defect or problem.
- 8.6. 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.

## **9. Hirer's other obligations**

You agree that you will:

- 9.1. not permit any other person to use the Equipment without our written consent.
- 9.2. not take the Equipment to any location other than the Site, and particularly not to any other country.
- 9.3. use the Equipment only in accordance with the manufacturer's instructions and to its capacity limits provided along with the Equipment.
- 9.4. insure against usual business risks and in particular against loss of or damage to the Equipment.
- 9.5. keep the Equipment safe, properly maintained and repaired.
- 9.6. not take the Equipment out of New Zealand.
- 9.7. allow us to come on Site at any time in normal business hours to inspect the Equipment, and, if damaged, to remove it.

- 9.8. return the Equipment to us in condition in which we delivered it to you.
- 9.9. not attempt to repair or service the Equipment beyond routine maintenance as required in any manual or manufacturer's instruction.
- 9.10. The Hirer must maintain adequate insurance cover for loss, theft, or damage to the Equipment during the Hire Period, and for public liability associated with its use.
- 9.11. The Equipment must not be relocated from the Site address without written permission from VibeHire.

## **10. Loss or damage caused by third parties**

- 10.1. You must inform us immediately if the Equipment is stolen or damaged by a third party.
- 10.2. You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.

## **11. Right of Access, Operation, and Removal**

- 11.1. VibeHire and its representatives retain the right to access the Site at any reasonable time for the purpose of equipment maintenance, inspection, or operation.
- 11.2. VibeHire also reserves the right to operate or adjust any Equipment at any time if required to ensure safe and proper function, performance, or compliance with the manufacturer's specifications.
- 11.3. If, during inspection or operation, VibeHire determines that the Equipment is being used in an unsafe manner, is being abused, or is at immediate risk of damage, VibeHire may, at its sole discretion, remove the Equipment from the Site. In such cases, the Hirer shall be entitled to a refund of **50% of the hire fee** for the remaining period of hire. No further compensation shall be payable.

## **12. Public Liability and Responsibility After Setup**

- 12.1. Once the Equipment has been delivered and set up on Site, and VibeHire staff have departed, the Hirer accepts full responsibility for the Equipment and its use.
- 12.2. VibeHire shall not be liable for:
- 12.3. any loss, theft, or damage to the Equipment occurring after setup is completed and VibeHire is no longer present on Site; or

- 12.4. any injury, loss, or damage to any person or property arising from the Hirer's use or operation of the Equipment.
- 12.5. The Hirer is responsible for ensuring appropriate public liability insurance is in place for the duration of the Hire Period, covering any damage or injury that may result from the Equipment's use.
- 12.6. provide VibeHire with a clear photo of a current government issued photo ID (e.g. NZ driver licence, NZ passport) prior to Equipment being released for hire. This is mandatory for all hires. Copies of identification are held securely for the duration of the hire and will be deleted within 14 days after equipment is returned, unless needed for ongoing dispute resolution, loss recovery, insurance claim or law enforcement purposes.

### **13. Disclaimers and limitation of liability**

- 13.1. 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.
- 13.2. Our business is to hire equipment. 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 VibeHire.co.nz or from our counter staff.
- 13.3. We are not liable to any person in any circumstances If at any time:
  - 13.3.1 the Equipment has been damaged in any way whatever;
  - 13.3.2 the Equipment has been repaired or serviced by someone not authorised by us to provide that service;
  - 13.3.3 the model or serial number of the Equipment has been altered, tampered with, defaced or removed.
- 13.4. We make no representation or warranty that the Equipment will be:
  - 13.4.1 useful to you;
  - 13.4.2 of satisfactory quality;
  - 13.4.3 fit for a particular purpose;
- 13.5. We do not give any warranty, representation or undertaking that the use of any of the Equipment will not infringe any intellectual property or other rights of any other person.
- 13.6. We shall not be liable to you for any loss or expense which is:

- 13.6.1 indirect or consequential loss; or
- 13.6.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 13.7. 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 \$8,000NZD. This applies whether your case is based on contract, tort or any other basis in law.
- 13.8. This paragraph (and any other paragraph which excludes or restricts the liability of Company) applies to Company's directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contract and Commercial Law Act 2017) as well as to Company itself.

## **14. Termination**

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

- 14.1. at the expiry of a fixed Hire Period set out in the Xero quote / invoice, or any extension of it;
- 14.2. if the Hire Period is not fixed, then upon you giving us 7 working days notice of termination.
- 14.3. 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.

## **15. You indemnify us**

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

- 15.1. your failure to comply with the law;
- 15.2. your breach of this agreement;
- 15.3. a contractual claim arising from your use of the Equipment or the Services. And for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at \$ 60NZD per hour without further proof.

## 16. Miscellaneous matters

- 16.1. No amendment or variation to this agreement is valid unless in writing, signed by us.
- 16.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence, except we shall not be liable if delivery of the Equipment by us to the Site is delayed for reasons beyond our control.
- 16.3. 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 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.
- 16.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 16.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.6. 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.
- 16.7. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 16.8. Any communication to be served on either party by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.  
It shall be deemed to have been delivered:
  - if delivered by hand: on the day of delivery;
  - if sent by post to the correct address: within 72 hours of posting;
  - If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 16.9. 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.
- 16.10. This agreement does not give any right to any third party under the Contract and Commercial Law Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

- 16.11. Unless this agreement says otherwise, neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.
- 16.12. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand and you agree that any dispute arising from it shall be litigated only in that country.
- 16.13. VibeHire will not be responsible for delays caused by weather, road closures, or third-party access restrictions

**Signed by:** \_\_\_\_\_

on behalf of: VibeHire (a division of Schematix Limited)

**Hirer Details:**

**First and last name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Site address** (address where the Equipment will be used):

\_\_\_\_\_

By signing this document, the Hirer confirms they have accepted the pricing and Hire Period as stated in the Xero quote/invoice.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Electronic signatures and scanned copies of this agreement are legally binding.