

## **Terms and Conditions**

Audio Visual People Ltd. - Terms and Conditions of Trade - Effective 1st Jan 2008.

**A. Definitions** - In this document the following have defined meaning: "AVP" means Audio Visual People Limited - including operational divisions BSRL Ltd & other entities; "Client" means the person, entity or business (or their authorized representative) that is the purchaser of the Products and Services offered by AVP; "Agent" means a person entity or business acting on behalf of the Client; "Services" means the Products or Services or Hire Items or Support Programs on offer from AVP. "Event" is the situation bringing AVP together with the Client.

**B. Construction** - This document and documents referred to by this document, constitute the entire agreement about AVP's sale of Services to Clients. This document supersedes all prior understandings, arrangements and agreements. Any reference in this document to the singular includes the plural and vice versa; and, the word "including" means "including, but not limited to," and the word "includes" means "includes, without limitation,". All headings in this document have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of it.

1. This Agreement between AVP and the Client Placing an Order with AVP for Products or Services constitutes an acceptance by the Client of the terms and conditions of this Agreement.

Except as required by Law and only then to the extent the Law requires, any qualification or variation to these terms and conditions contained in any document issued by the Client will be of no force or effect unless agreed to in writing by AVP.

### **2. Bookings**

2.1 Bookings will be accepted only if they are in writing and communicated by hand, mail, fax, or email by the Client.

2.2 A 50% deposit will be required to secure all bookings.

2.3 If in the case where the event will not proceed within 60 days of the pack in date of the event, the deposit will be non-refundable.

2.4 If in the case where the event will not proceed within 48hrs of the pack in date of the event, a further 30% will be required to be paid of the final job invoice.

2.5 A verbal booking from the Client, communicated in person, by telephone or by some other means; (or a text message communicated by telephone) may be accepted at the absolute discretion of AVP. If required, a Statutory Declaration signed by the AVP staff member accepting the booking shall be taken as evidence that the booking was placed.

2.6 Bookings placed on behalf of a Client by a third party Agent shall become due and payable by the Agent if denied by the Client.

2.7 All bookings placed by the Client are subject to acceptance by AVP at their absolute discretion; including times when insufficient supply or circumstances prevent AVP from fulfilling an order.

### **3. Payments**

3.1 The price for Products or Services confirmed by the Client will be as shown on an AVP Tax Invoice to the Client. This Invoice will show any items priced on the official AVP Quote/Cost Estimate plus any additional items ordered verbally by the client during an Event. Payment must be made by the Client (in full) within 7 days of the date of the Invoice (unless otherwise agreed in writing).

3.2 Delivery of Products or Services by instalments over time may be invoiced separately and must be paid for accordingly.

3.3 The Client will be liable to pay interest on any overdue amount at the annual rate of 12% calculated daily from the date of Invoice to the date the overdue amount plus all accrued interest is paid.

3.4 If an invoice remains unpaid in full or part for 60 days AVP may submit the Client account to a collection agency and may recover the outstanding amount specified in the invoice including interest, legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts paid to any collection agency acting on AVP's behalf.

### **4. Title**

4.1 Title of Products sold by AVP to the Client are transferred to the Client only when paid for in full (including any overdue interest).

4.2 If the Client breaches these terms or any sales contract made between AVP and the Client, the Client authorizes AVP to enter any premises where the Product or Services are located so that AVP may inspect and/or reclaim the Products or Services.

### **5. Delivery**

5.1 AVP will use its reasonable endeavours to ensure Delivery and Delivery/Pack-Down times, as scheduled, are adhered to. Scheduled times provided to the Client are however only planned estimates and AVP will not be liable for any loss, damages, or delay suffered or incurred by the Client arising from variations in the time of delivery or non delivery of Services whatever the cause.

5.2 Delivery by AVP to a third party carrier will be deemed to be delivery to you the Client. Product or Services booked by the Client will be delivered to the delivery address provided by the Client and set out on the AVP Quote/Cost Estimate. AVP reserves the right to charge for delivery if AVP so chooses for whatever reason.

5.3 Inspection and Acceptance after delivery - all Products and Services booked by the Client should be inspected by the client as soon as possible after delivery. Any notice in relation to

non-delivery or incorrect delivery must be made to AVP in writing and delivered by hand, fax or email to [info@avpeople.co.nz](mailto:info@avpeople.co.nz) within 3 days of delivery. If no such notice is issued, the Products or Services will be assumed to be accepted by the Client.

### **6. Risk**

6.1 All Products and Services ordered by the Client for delivery will be at the Clients risk immediately upon assignment of the Products or Services to a delivery company (including AVP delivering the Services). In the case of hired Products and Services this risk remains with the Client until items are returned to the AVP office at 53 Matai Street, Taupo, New Zealand.

6.2 Damage Waiver charge where included in the Tax Invoice to the client transfers any risk of damage from the Client to AVP. Risks of loss or theft remain with the Client until items are returned to AVP.

### **7. Returns Changes Cancellations**

7.1 Returns - A Client may return any product sold by AVP if it is covered by a manufacturers warranty; such product will be repaired or replaced at the absolute discretion of AVP. AVP is not obliged to accept return of a product where a Client changes their mind.

7.2 Booking changes and cancellations - Products or Services once delivered or set-up are chargeable to the Client. Changes and cancellations BEFORE DELIVERY where the Product or Service has been especially acquired or reserved for the Client's Event full charge will incur as per section 2.

7.3 Third Party Products or Services (including Entertainers and Bands) that have been booked on behalf of a Client are subject to individual return policies. All Third Party fees and charges payable by AVP in respect of a Client Booking will be invoiced to the Client together with any associated service fees that may be due to AVP.

7.4 AVP will not be liable for damage or defect in Product or Services caused by Client neglect, improper use, installation, maintenance or any unauthorized repair.

### **8. Warranties**

8.1 AVP will pass on to the Client any manufacturer's warranty associated with Products or Services sold.

8.2 AVP warrants the Services supplied do not infringe any patents, trademarks or other intellectual property rights of third parties.

8.3 AVP further warrants that Services will be rendered with due care and skill and any Equipment supplied is of reasonable quality and fit for the purpose for which it was designed.

8.4 AVP when supplying Products and or Services will comply with the provisions of all relevant legislation and the requirements of any applicable State, Commonwealth or Local authority.

## 9. Limit of Liability

9.1 Notwithstanding anything contained in these terms of trade to the contrary, AVP's maximum liability under any order will not exceed the aggregate of the purchase monies received by AVP for that order.

9.2 AVP will not be liable (except as required by Law and only then to the extent the Law requires) to the Client or any other person under any circumstance for any loss of use, profit, revenue, interest, goodwill, data, for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by Client, whether such liability arises directly or indirectly as a result of: the sale, performance or use of any Products or Services; or any negligent act or omission or willful misconduct of AVP or its employees or agents; any breach by AVP of its obligations under these Terms or any relevant Sales Contract.

9.3 AVP will use its reasonable endeavours to perform its obligations under these Terms of Trade but will not be liable for any failure to deliver ordered Products or Services where such failure is a result of an act of God, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo, strike, lockout or other interference with work; unavailability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses, authorities or allocations, and any other cause, whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of AVP.

10. **Intellectual Property** AVP own the Intellectual Property Rights (including copyrights) to all work they do and all information they give to you the Client as part of their support programs. They grant you a non-exclusive license to use that work and information for yourself, or internally within your company over the period covered by their Invoiced Services. AVP have the right to use and treat as non-confidential any information you may give them during your use of their Services unless you specify in writing the fact that certain material should be treated as being confidential.

11. **Severability** the provisions of this agreement shall be deemed to be severable and any invalidity of any provisions of this agreement shall not affect the validity of the remaining provisions.

## 12. Covid

12.1 All events that proceed under a Red or Amber alert level, all staff and contractors are expected to follow all current best practice guidelines and mandates around Health and Safety.

12.2 Where an event is eligible for the government insurance scheme, invoices are available on request.

## 13. Accommodation

13.1 Where accommodation is provided by the client, our accommodation policy must be followed This can be found at appendix A of our Terms and Conditions.

14. **Governing Law** the contents of this agreement, its meaning and interpretation and the relationship to the parties are to be governed by the laws of New Zealand. The parties submit to the jurisdiction of the courts of that place

## Appendix A - Accommodation

### 1. Definitions

The Tour Party – refers to all personnel contracted to tour and present the production  
Company Member – refers to crew, creatives, contractors, and staff  
The Company – refers to Audio Visual People

### 2. Accommodation

2.1 No accommodation and/or per diems will be provided for company members whilst working in Taupo.  
2.2 Per diems are paid in a weekly sum the week prior at a rate of NZ\$50 per day for every night spent away from Taupo.  
2.3 "Suitable accommodation" means a single room in a modern motel or serviced apartment with shared bathroom facilities.  
2.4 "Serviced apartment" means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the company.  
2.5 "Unit" means motel or hotel room, apartment, or unit. Units will be serviced at least once a week at the expense of the company.  
2.6 Accommodation should be modern, clean, and well maintained.  
2.7 Company members may be required to share a unit but only one company member per bedroom is permitted.  
2.8 No company member is permitted to sleep in the lounge, each company member requires their own bedroom.  
2.9 Access to bedrooms and communal areas must be accessible from communal areas e.g. the lounge not through a bedroom.  
2.10 Each unit must have at least one private bathroom and toilet facilities that are accessible from communal areas e.g. the lounge not through a bedroom.  
2.11 Facilities for units must include a television, local telephone and heating.  
2.12 Free internet is not guaranteed in each unit for company member's personal use, but where it is available, company members will be permitted access. This access will be at the expense of each individual company member and not at the expense of the company.  
2.13 All personal washing, telephone calls, mini bar, internet used above the provided limit and any charge back meals purchased are the company members responsibility and must be paid prior to check out.  
2.14 Charges incurred for lost accommodation keys are the company members responsibility.  
2.15 If a company member leaves personal items at the accommodation after check out then it is the company members responsibility to arrange for the items to be returned to them and at the cost of the company member.  
2.16 Accommodation should be within a 10 kilometre radius of the venue. It should be close to public transport and where security of employees can be assured.  
2.17 Accommodation must have parking for at least one medium sized vehicle.