



# **ELEVATE AV LTD – TERMS & CONDITIONS OF BUSINESS**

NZBN: 9429053268617

## **1. Definitions**

- “Elevate AV” means Elevate AV Ltd, including its directors, employees, contractors, and agents.
- “Client” means the individual, business, or entity named on the quotation, invoice, or booking confirmation.
- “Equipment” means all audio, lighting, staging, video, and related items supplied by Elevate AV.
- “Services” means delivery, setup, operation, technical services, and any other work performed by Elevate AV.
- “Agreement” means these Terms & Conditions together with any quotation, invoice, or written correspondence.

## **2. Entire Agreement**

- These Terms & Conditions form the entire Agreement between Elevate AV and the Client. No change, waiver, or cancellation is valid unless recorded in writing approved by Elevate AV management.

## **3. Warranties & Use of Equipment**

- Elevate AV provides equipment in good working order but makes no warranty that the equipment is suitable for the Client’s specific purpose.

- The Client agrees to operate the equipment safely and according to Elevate AV's instructions.
- Elevate AV is not liable for injury, loss, or damage resulting from improper use, third-party interference, or failure to follow instructions.

## **4. Liability & Indemnity**

- To the fullest extent permitted by New Zealand law:
- Elevate AV shall not be liable for any indirect, incidental, or consequential loss (including lost revenue, profit, ticket sales, or business disruption).
- Elevate AV's maximum aggregate liability is limited to the total amount paid for the booking.
- The Client indemnifies Elevate AV against all claims arising from the Client's event, guests, contractors, or misuse of equipment.
- Elevate AV takes no responsibility for injury or loss of life during the hire period.

## **5. Addresses & Notices**

- The address supplied by the Client will be the address for all notices and services of legal documents.
- Changes must be supplied in writing.
- Official correspondence to Elevate AV must be emailed to the office and acknowledged by staff.

## **6. Payment Terms**

- Payment must be made as specified on the quotation or, if unspecified, upon invoice.
- All payments must be made in NZD, without deduction or set off.
- Overdue accounts accrue interest at 7% per month.
- Elevate AV may suspend services if payment is not received.

## **7. Legal Costs**

- The Client is responsible for all costs incurred by Elevate AV in enforcing its rights, including debt recovery fees, legal fees, and collection costs.

## **8. Cancellation by Client**

- If the Client cancels the booking:
- More than 7 days before the event: Deposit (if any) or 50% of the total invoice is forfeited.
- 7 days or fewer before the event: Deposit (if any) or 50% of total invoice is forfeited, and the remaining 50% becomes immediately payable.
- No refunds apply for:
- Weather events
- Venue issues
- Council shutdowns
- Power failure
- Noise complaints
- Event organizer issues

## **9. Breach by Client**

- If the Client fails to pay or breaches this Agreement, Elevate AV may:
- Cancel the Agreement immediately
- Remove its equipment without hindrance
- Seek damages
- Recover all costs relating to the breach

## **10. Client Responsibilities**

- The Client must:
- Provide accurate event details, access, and venue information
- Ensure safe access for delivery and setup
- Provide 24-hour security for all Elevate AV equipment on site
- Obtain all council permits, noise approvals, and event permissions
- Comply with NZ Health & Safety laws

- Ensure no unauthorized person moves, connects, or interferes with equipment
- The Client is fully responsible for all damage, loss, theft, or destruction of equipment from delivery to collection.

## **11. Dry Hire Conditions**

- For unattended hires:
- Equipment remains the property of Elevate AV at all times
- The Client is financially responsible for all damage, theft, or loss
- Broken or damaged equipment is repaired or replaced at full retail value by contractors chosen by Elevate AV
- Late returns are charged at the full daily hire rate for each additional day
- Elevate AV is not liable for non-delivery, non-performance, or equipment failure beyond its control

## **12. Health & Safety**

- Under the Health and Safety at Work Act 2015, the Client must ensure a safe environment for all attendees, contractors, and Elevate AV staff.
- Elevate AV may shut down equipment if unsafe conditions exist, including overcrowding, intoxicated behaviors, weather risks, or unsafe power.

## **13. Power, Rigging & Structural Safety**

- The Client must provide:
- Safe, stable, RCD-protected power
- Suitable rigging structures, free from hazards
- Weather protection for outdoor setups
- Clear access for trucks and equipment
- No lighting, speakers, truss, stands, or cables may be moved without permission. Power faults, blown fuses, venue overloads, and generator issues are not Elevate AV's responsibility.

## **14. Insurance**

- The Client accepts responsibility for equipment during the hire period.
- For dry hires, the Client must ensure the equipment for full replacement value.
- Elevate AV holds public liability insurance, which does not cover Client negligence or event-related risks.

## **15. Force Majeure**

- Elevate AV is not liable for delays or failure caused by events outside its control, including:
  - Storms or weather
  - Illness
  - Vehicle breakdown
  - Road closures
  - Equipment failure
  - Venue shutdown
  - Natural disasters
  - Strikes
  - Pandemics or health restrictions
- In such cases, refunds do not apply.

## **16. Delivery, Setup & Access**

- Additional charges may apply for:
  - Stairs or long-distance load-ins
  - Lack of parking or difficult access
  - After-hours work
  - Extended setup or pack-down time
- If the Client fails to provide access, Elevate AV is not liable for delays or non-performance.

## **17. Staff, Meals/Refreshments**

- For events where Elevate AV staff are required on site for more than 6 hours, the client shall provide suitable meals and refreshments. If meals are not provided, Elevate AV may arrange catering at the client's expense.

## **18. Noise Control & Council Restrictions**

- The Client is responsible for compliance with noise limits.
- If an event is shut down due to noise complaints or council enforcement, full payment still applies.

## **19. Use of Photos & Media**

- Elevate AV may use non-sensitive photos or video of its equipment at the event for marketing unless the Client opts out in writing.

## **20. Privacy**

- Personal information is handled according to the NZ Privacy Act 2020 and is used only for business purposes. Client information will not be shared with third parties except where required to deliver services.

## **21. Quotations**

- Quotes are valid for 14 days unless otherwise stated.
- All bookings are subject to availability at the time of confirmation.

## **22. Governing Law**

- These Terms & Conditions are governed by the laws of New Zealand.

# **ELEVATE AV LTD – CLIENT AGREEMENT**

## **ACKNOWLEDGEMENT**

- I, the undersigned, confirm that I have received, read, and understood the Terms & Conditions of Business of Elevate AV Ltd and agree to be bound by them.
- Client Name: \_\_\_\_\_
- Company (if applicable): \_\_\_\_\_
- Event / Booking Reference: \_\_\_\_\_
- Date: \_\_\_\_\_
- Signature: \_\_\_\_\_