

## Terms & Conditions

### **LOCAL ACTION FILM EQUIPMENT HIRE LIMITED TERMS OF BUSINESS**

#### 1. Interpretation

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Queenstown.

“Customer” means the person hiring Equipment from LA or a person acting on their behalf.

“Equipment” means any camera or other photographic equipment or accessories hired by LA to the Customer.

“Hire Period” means the hire period agreed, whether orally or in writing, between LA and the Customer.

“LA” means LOCAL ACTION FILM EQUIPMENT HIRE LIMITED.

#### Terms of payment

The price of the Equipment, plus GST shall be paid by the Customer to TQCCL when and how specified by LA.

The Customer may not deduct or withhold any money owing to LA.

If full payment is not made to LA when due, the Customer must pay on demand interest at a rate 5% above the current base lending rate from the date when payment is due until the date when payment is actually made.

#### Implied terms

All warranties, descriptions, representations, terms or conditions whether implied by law or otherwise and all other liabilities of LA are expressly excluded.

#### Limitation of liability

If LAL is liable, the total liability of LA is limited to the lesser of:

- (a) the hire charge of the relevant Equipment.
- (b) the cost of repairing or replacing the defective Equipment,; or
- (c) the actual loss or damage suffered by the Customer.

Except where statute expressly requires otherwise, LAL is not liable for any loss of profits, consequential, indirect or special damage, loss or injury of any kind suffered by the Customer or any other person.

#### Indemnity

The Customer indemnifies LA and LA's employees and agents from all costs, losses, expenses, claims or liability arising, directly or indirectly, in connection with any act or omission of the Customer, its employees or representatives.

#### Credits

Where the Customer has hired Equipment and it is normal industry practice to display screen or advertising credits the Customer will give screen and advertising credits.

#### General provisions

The Customer may not transfer or assign any of its rights or obligations under these Terms without the prior written consent of LA.

Failure by LA to insist upon strict performance by the Customer of any of these Terms is not to be a waiver of any rights of LA on any subsequent occasion.

These Terms are governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

#### Notices

Each notice or other communication under these Terms is to be in writing, is to be made by fax, personal delivery or by post to the addressee at the fax number or address last known to the sender, and is to be marked for the attention of the person or office holder (if any) designated for the purpose by the addressee to the other party.

No communication is to be effective until received. However, a communication will be deemed to be received by the addressee:

- (a) in the case of a facsimile, on the Business Day on which it is despatched or, if despatched after 5 p.m. (in the place of receipt) on a Business Day or, if despatched on a non-Business Day, on the next Business Day after the date of despatch;
- (b) in the case of personal delivery, when delivered; and
- (c) in the case of a letter, on the Business Day after posting by ordinary mail.

## **II. EQUIPMENT TERMS OF HIRE**

#### Delivery

The Customer shall be responsible for the collection and return of Equipment and at all times, bear the risk and the cost of delivery.

#### Terms of hire

The Customer is liable for all damage to, or loss or destruction of Equipment.

In the case of such loss, destruction or damage the Customer will pay to LA on demand (at LAs discretion):

- (a) the full current new replacement price, or
- (b) the cost of repair of the relevant Equipment; or
- (c), an amount equal to the full current new replacement price of the relevant Equipment plus 4 weeks hire charge at the normal rates.

If LA supplies Equipment to a Customer to replace lost, destroyed or damaged Equipment the normal rates will apply to such supply.

LA has sole discretion to determine whether the Equipment shall be repaired or replaced, the method of repair, and by whom the repair shall be carried out.

On the return of Equipment LA is not obliged to inform the Customer of particular liability until such time as the Equipment has been fully checked in by LA.

The Equipment will be deemed to be free from damage and defects at the time the Customer takes possession unless otherwise agreed.

On the return of equipment If additional technical checks or internal cleaning are required, the Customer will pay for such work.

The Customer will at all times ensure that only people having appropriate qualifications and experience are permitted to use the Equipment.

The Customer will not lend or re-hire the Equipment to any other person or persons.

The Customer will not, without the prior consent subject the Equipment to any hazardous assignment or abnormal risk.

The Customer will not attempt to dismantle, repair or adjust any equipment without consent from LA and the Customer will be liable for any damage or defect arising from such act.

The Customer will promptly notify LA of any damage or defect arising during the hiring, and supply details of any incident that occurred during the hiring likely to cause defects or damage.

#### Hire charges

Hire charges for Equipment are as agreed with LA.

LA reserves the right to alter its hire charges without notice.

The Customer will pay to LA any associated costs which LA may be liable to pay in connection with the hire of Equipment. When the Customer fails to return the Equipment on the expiry of the Hire Period, the Customer will then be liable for additional fees at the full daily rate in respect of each day until the Equipment is returned.

LA may require a deposit prior to accepting a confirmed order or the commencement of a hire.

## Risk and insurance

The Equipment will be at the Customers risk from the time the Equipment is delivered to the Customer until the time it is returned and accepted by LA. Acceptance of Equipment by LA does not release the Customer from responsibility for loss, destruction or damage of Equipment.

The Equipment must be insured by the Customer, with a reputable insurer, against risks and on terms, acceptable to LA. Copies of insurance documents must be delivered to LA before the Hire Period commences.

The insurance policies must cover any hire charges incurred while Equipment is lost, damaged or destroyed. LA's acceptance of the Customers insurance does not reduce or alter the Customers liability under these Terms.

LA must be noted as joint insured (and loss payee) under all insurance policies relating to hire.

The Customer will not:

(a ) subject any Equipment to abnormal or hazardous conditions or possible damage by foreign materials (such as salt, water, dust or sand) without the prior approval of LA and (if required) prior notification or approval of the insurer.

Where requested by the Customer, LA may agree to arrange appropriate insurance and charge the Customer accordingly for such insurance cover.

In all cases the Customer must pay any excess, deductible or exclusion and applicable premium.

Notwithstanding any such insurance cover, or the fact that a charge is made for it, the Customer remains liable to LA to the extent that the insurance cover does not result in payment to LA in satisfaction of the Customer's liability under these Terms.

## Cancellation Charges

If the Customer cancels there may be a cancellation fee of up to 100% of the estimated hire charge.