

Monstavision NZ Events Limited Terms & Conditions

1. Delivery and Collection of Equipment

1.1 Monstavision (NZ) Events Ltd (MNZE) will be responsible for the delivery and collection of the Equipment to and from the Event site. In doing so MNZE shall take all reasonable care.

1.2 Every effort will be made to meet the Renter's delivery requirements, but MNZE not be liable to the renter for any delay or non-delivery resulting from some act, event or cause which is beyond the control of MNZE.

1.3 The Renter must ensure that access to the event site is available to MNZE at the times scheduled for the delivery and collection of the Equipment.

2. Condition of Equipment

2.1 At the time of delivery the Equipment shall be in first class working order to the best of MNZE's knowledge, but except for conditions or warranties implied by law MNZE gives no warranty and makes no representation to the Renter as to the quality of the Equipment or its fitness or suitability for the Renter's purposes.

2.2 MNZE shall not be liable to the Renter for any loss or damage (including economic loss) resulting from a defect or breakdown of the equipment or damage to it which occurs during the rental period.

3. Use of Equipment

3.1 The Equipment shall be rented to the Renter for its own sole use and at the Event site only.

3.2 The Renter shall not part with possession of the Equipment (and in particular shall not allow it to be sub-rented) and the Renter shall not assign or otherwise dispose of any of its rights under this Agreement.

3.3 It shall be the responsibility of the Renter to provide suitable television or video inputs to and audio outputs from MNZE's on-site control room and to provide suitable cabling for those inputs and outputs.

4. Care of Equipment

4.1 After delivery of the Equipment and until collection of it by MNZE, the Renter shall keep the Equipment in good order and condition (fair wear and tear only excepted) and shall promptly notify MNZE of any damage to it.

4.2 Throughout the rental period the Renter shall take all reasonable measures to protect the Equipment from loss or damage of all kinds. Any loss (including consequential loss) or damage to the Equipment shall be the responsibility of the Renter, who shall pay or reimburse MNZE on demand for all such losses or damage.

5. Public Liability Insurance

5.1 Throughout the rental period the Renter shall effect and maintain a Public and Products Liability Insurance Policy in relation to the rental and operation of the Equipment. This insurance shall specify MNZE as an additional named insured and the limit of liability provided shall not be less than \$1,000,000 each and every occurrence.

5.2 The Renter shall provide MNZE with written evidence of the insurance effected under Clause 5.1 before delivery of the equipment.

6. Indemnity for MNZE

The Renter will keep MNZE full indemnified against all losses, expenses, claims or liabilities which MNZE may sustain (whether directly or by reason of a claim by a third party) arising out of:

6.1 the delivery of the Equipment to the Event site and the collection of it from the Event site; or

6.2 the operation, attempted operation or the misuse of the Equipment during the rental period; or

6.3 the display by means of the Equipment of any images or sounds which may be injurious, illegal, defamatory or in breach of copyright; or

6.4 the breach or non-observance of any of the Renter's obligations under this Agreement; or

6.5 the breach or non-observance of any of MNZE's obligations under this Agreement (except where due solely to the negligence of MNZE, its directors, employees, servants, agents, contractors or sub-contractors) including without limitation the following:

- economic loss
- the personal injury or death of any person; or
- loss of or damage to or loss of use of any property (including the Equipment or other property of MNZE).

7. Termination of Agreement

7.1 MNZE may terminate this Agreement by immediate notice to the Renter if:

- it comes to the knowledge of MNZE that the Event has been cancelled, postponed or curtailed; or
- the Renter commits a breach of its obligations under this Agreement; or
- the Renter becomes insolvent or enters into an assignment or arrangement for the benefit of the Renter's creditors; or
- (where the Renter is a company) any application is made for the appointment of an external administrator of the Renter.

7.2 If at the time of termination the Equipment is in the Renter's possession, the Renter shall forthwith make the equipment available for collection by MNZE.

8. No Refund of Rental Fee

8.1 The Renter shall remain liable for the entire rental fee payable under this Agreement notwithstanding

- cancellation of the Agreement by the Renter; or
- cancellation, postponement or curtailment of the Event for any reasons; or
- termination of this Agreement by MNZE under Clause 7.

8.2 In addition to any other rights or remedies, MNZE shall be entitled to retain for its own sole benefit any deposit monies paid by the Renter.

9. Notices

9.1 Any notice under this Agreement shall be in writing.

9.2 A notice given by either party to the other shall be treated as duly given if it is:

- 9.2.1 left at that party's address
- 9.2.2 sent by pre-paid mail to that party's address; or
- 9.2.3 transmitted by facsimile to that party's address.
- 9.3 A notice given in accordance with this Clause 9 shall be treated as duly given and received:
 - 9.3.1 when delivered (if it is left at the recipient's address);
 - 9.3.2 on the second business day after posting (if it is sent by pre-paid mail); or
 - 9.3.3 on the day of transmission (if it is sent by facsimile to the facsimile number of the recipient and no notification is received that the transmission has not been received, whether that notification comes from the recipient or from the operation of facsimile machinery or otherwise).

9.4 for the purposes of this Clause 9 the address of each party is the address set out on the *Quote Acceptance and Rental Agreement*.

10. General

10.1 This Agreement comprises the entire agreement between the parties and no earlier representation or agreement (whether oral or in writing) in relation to any matter dealt with in this Agreement shall have any effect from the date of this Agreement.

10.2 No provision of this Agreement may be varied in any way except with the written agreement of both parties. No waiver of any provision shall be effective unless in writing and signed by both parties.

10.3 Where the Renter consists of more than one person, the liability of those persons under this Agreement shall be joint and several.

10.4 if any provision of this Agreement is found to be void or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

11. Governing Law

This Agreement shall be governed by the law of New Zealand.

12. Acceptance by MNZE

This Agreement shall not be binding on MNZE unless and until signed on behalf of MNZE and dated at the foot of each page.