## Digital Video Assist New Zealand Limited, trading as DVANZ Limited.

## Terms and Conditions of Trade as effective April 2nd 2019.



- 1: The client is responsible for checking the suitability of the equipment hired or purchased.
- 2: All equipment is provided in a working condition, unless advised, and must be operated by skilled operators and protected from climatic and atmospheric conditions.
- 3: This agreement is a legal document between two parties and cannot be altered in anyway.
- 4: Any fault, loss or damage incurred to the DVANZ hire equipment during the rental period must be reported to DVANZ Limited immediately. Additional hire fees may incur until the item is returned ore replaced to cover loss of earnings. Any damage to a sales item can result in the warranty and exchange or return of the goods.
- 5: Client guarantees DVANZ Limited reasonable access to the rented equipment.
- 6: DVANZ Limited may terminate the Rental agreement in the event of danger or damage to the equipment, non payment or insolvency of the customer.
- 7: Minimum hire is \$50+ GST + 10% insurance if required.
- 8: Prices may change without notice and are GST exclusive unless previously arranged by DVANZ Limited and the client.
- 9: Payment is due prior to the hire or sale commencing and is usually is requested 7 days from invoice date, the 20<sup>th</sup> of the month is accepted.
- 10: Failure to pay after 20<sup>th</sup> of the month following the invoice is upon negotiation and at the will of DVANZ. 5% per month interest may be charged until the debt is paid. Any debt that is not paid within 60 days, may be sent to a debt collection agency and this charge and any other court fees will be added to the bill.
- 11: Hire period commences when the equipment is dispatched from DVANZ or from a pre arranged camera house or destination. This period continues until the goods are returned to DVANZ or back at the arranged location. Any items not returned as essential parts of the kit may incur charges for the full kit rate until these items are returned at DVANZ limited discretion.
  - DVANZ limited is located at 16F Saunders Place, Avondale, Auckland, 1026. New Zealand.
- 12: The client is responsible for the insurance of goods hired from DVANZ Limited. DVANZ Limited offers insurance on all hires with a charge of 10% the rate of hire. If the Client has insurance, a current insurance certificate that covers equipment hire must be shown and emailed to DVANZ Limited for our records. Applies for each hire.
- DVANZ Limited Insurance cover is within New Zealand only. Overseas travel and insurance needs to be provided or can be added from our end at additional cost.
  DVANZ Limited insurance excess is NZ\$2500 gst incl, and does not cover use in helicopters or near water. This insurance cover, the customer must provide or the hire may be denied.
- 14: Sales of goods is based on our Terms and conditions and includes warranties as per agreed per item, depending on the nature of the sale. Items can be sold as new, 2<sup>nd</sup> hand or as is condition. Custom orders are non refundable and a deposit to start the order may be requested with the value of the deposit set by DVANZ Limited.
- 15: DVANZ Limited takes no responsibility for loss or damage arising from the rental or sale.
- 16: During the rental period, should any of the rented equipment incur damage or befall a fault, the client is liable to pay for the repair and/or replacement of the items.
- DVANZ Vehicle hire is covered by default in the hire cost and is covered only drivers with a full and clean New Zealand drivers license. Update as at April 2<sup>nd</sup> 2019. NO DRIVER UNDER 21 year of age is covered to drive these vehicles. An excess of \$2000 gst incl applies on all claims. This AMI policy now covers use on farm and forestry roads, however towage to a public road may be required by the hirer. Any speeding or parking tickets will be passed on with a \$75+ GST admin fee. Any vehicle returned without a full tank will be charged for refuel and a \$25+GST charge.
  - Any act of damage to the vehicle may result in additional hires until the vehicle is returned Any non licensed driver or law breaking can result in legal fees to recover costs, these will be added to the bill.
- 18: Cancellation within 24 hours of a hire can result in a charge of 50-100% of the hire rates at the discretion of DVANZ Limited.
- 19: Commencement of the hire or collection of the goods for sale, confirms acceptance of the above terms and conditions.
- 20: Custom design projects, sales purchases and or large equipment bookings may incur a deposit which may not be refundable at the discretion of the hiring company DVANZ.
- 21: Some DVANZ vehicle rentals may be covered under AA Business for breakdown. This covers up to \$800 gst incl worth of towing with additional costs on to the client. This is valid for breakdowns on NZ roads and not private property.