



TERMS & CONDITIONS OF HIRE

WHEREAS, the Client agrees that **van Gent Productions Ltd** provide management, technical equipment and/or organisational services in connection with your Event.

WHEREAS, **van Gent Productions Ltd** agrees to provide management, technical equipment and/or organisational services for your Event.

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

I. Conditions

The conditions set out in this agreement shall apply to the supply of services and equipment by **van Gent Productions Ltd** to the Client as agreed. These conditions shall not be modified, amended, waived, in whole or in part except by written agreement between the parties.

2. No Assignment

This agreement is between **van Gent Productions Ltd** and the Client and may not be assigned in whole or in part by the Client.

3. Suppliers Services

van Gent Productions Ltd hereby agrees to provide services as agreed. This may include any or all of the following services:

- (i) Event Management: event direction, theming, infrastructure venue, ticketing, catering, security, entertainment, marketing, public relations, design, signage.
- (ii) Production Management: production direction, implementation, management, sound, lighting.
- (iii) Equipment Supply: systems, lighting, (projectors, screens, dvd / players), (drums, guitar, bass, keyboards, amplifiers), props, theming.
- (iv) Archiving: recording studio, dvd production.

4. Suppliers Obligation

- (i) The Supplier shall use the equipment in a lawful manner with due regard to all laws

and regulations pertaining to the use of such equipment.

(ii) The Supplier shall comply with all obligations in relation to the use and control of the equipment to the Health and Safety in Employment Act 1992 and Amendments and all other relevant legislation.

(iii) The Supplier warrants that all persons who use the equipment shall be competent and qualified to use the equipment in the manner it was designed to be used.

5. Clients Responsibilities

The Client hereby agrees to:

(i) Disclose to the Supplier relevant access and layout information pertaining to the venue and the clients associated event.

(ii) Provide health and safety information for the venue including details of hazards on-site and location of First Aid equipment & supplies.

(iii) Follow the Suppliers instructions as to the set-up and installation of equipment at the venue.

(iv) Provide access to the venue for the Suppliers authorised personnel.

6. Limitation of Liability

The Client in entering this agreement acknowledges that the Supplier shall not be liable for any **indirect** or consequential damage, loss or expense from the use of the Suppliers equipment at the venue **if a van Gent Productions Ltd** representative is onsite.

If the equipment is on a dry hire arrangement and no **van Gent Productions Ltd** representative is present the client shall be liable for any damage to or loss of equipment however caused, and is responsible for insurance and security of equipment while on site.

No fixings, screw, staples etc to be used on equipment without the prior approval of **van Gent Productions Ltd**.

The equipment provided remains the property of **van Gent Productions Ltd** and/or its subcontractors and may not be used for any other purpose.

7. Suppliers Fee

All unit prices are **Exclusive** of GST.

Terms and conditions of payment are a 1/3 deposit to secure your booking with the balance paid upon invoice.

Cancellation within 21 days of the event may incur charges.

Prices quoted are applicable only for the date(s) shown and may be subject to change if the Event is rescheduled.

www.vangent.co.nz