

V3 TERMS AND CONDITIONS

These terms and conditions apply to all facets of our business. Please read through them carefully to ensure you understand the terms that apply to your engagement with us and are familiar with your obligations contained herein. Any instruction you give to us to act, build, order or hire constitutes acceptance of the terms and conditions contained in this Agreement.

INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means the terms and conditions set out in this document, which govern the overall relationship between the Client and V3.

Charge(s) – means the sums payable by the Client for the relevant Services, and any additional work done by V3 from time to time, and may include additional administration fees, storage fees, delivery fees, removal fees, retrieval fees and labour fees together with any payment processing fees. All Charges are estimated or quoted exclusive of GST unless expressly stated otherwise and in New Zealand Dollars.

Client – means the person, firm or company acquiring Services under this Agreement.

Estimate(s) – means the price or tender for the Services supplied to the Client in writing by V3, based on the Client's requested specifications.

Hire Equipment – means the furniture, pods, counters, stands, walls, stages, displays, machinery, electronics, accessories, peripherals and any other materials hired by V3 to the Client. The hiring of Equipment is also known as the Services for the purposes of Agreement. The Hire Equipment shall be as described on an invoice, estimate, confirmation or any other authorised email exchanged between the Client and V3.

Goods – All items sold by V3 to the Client described on any invoice, estimate or any other authorisation exchanged between the Client and V3.

V3 – means Veni Vidi Vici Limited, a company incorporated in New Zealand, with its registered office at 20 Copsey Place, Avondale, Auckland 1026, or any of its successors or assignees.

Intellectual Property Rights – means any patent, trademark, service mark, copyright, moral rights, right in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered.

Services – means all services supplied by V3 to the Client and includes (and where the context so permits shall include any supply of Goods and/or Hire Equipment as defined above).

Any reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

The headings used in this Agreement are for convenience and shall not affect their interpretation. A reference to a person includes a natural person, corporate or unincorporated body (whether or not it has a separate legal identity). Words in the singular include the plural and vice versa. A reference to a party includes its personal representatives and successors. A reference to writing or in writing includes emails.

BASIS OF THIS AGREEMENT

1. Any instructions received by V3 from the Client for the provision of Services shall be deemed as acceptance of the terms and conditions contained in this Agreement.
2. The Client agrees and acknowledges that:
 - a. Delivery of the Services may depend on the operation, rules and terms of conditions of venues and a number of other third party providers (for example, but without limitation, lighting companies, audio and visual tools at the relevant venue, freight companies) and all Services are ultimately delivered subject to those constraints. The Client agrees that V3 will not be under any obligation to deliver Services where and to the extent that such third party providers' constraints render V3 unable to deliver them.

3. V3 provide Estimates that set out an estimated price for the performance of the Services. The price stipulated on the Estimate will remain unchanged if accepted by the Client unless the Client changes the scope or requirements of the Services, equipment, labour, or date on which the Services are to be performed. Therefore, V3 reserves the right to change the cost of service in the event of a variation to the Estimate.
4. Where Estimates, drawings, proofs are submitted to the Client for approval, V3 incurs no liability for errors that are not identified by the Client.
5. V3 shall supply the Services to the Client for the price set out in the Estimate subject to the terms of this Agreement and to the exclusion of all other terms and conditions which the Client may seek to impose.
6. No variation to the Agreement shall be binding unless agreed in writing by an authorised representative of V3.
7. No representations, warranties or undertakings (verbal or otherwise) made about the Services shall be binding unless confirmed in writing by an authorised representative of V3.

CHANGES TO THIS AGREEMENT

8. V3 may vary all or any part of this Agreement at any time by written notice to the Client.
9. V3 may change its pricing without notice to the Client. New prices will be reflected on the Estimate.
10. The Client's continued use of the Services or further instruction to act following a variation referred to in any notice under clause 8 or a variation made without notice under clause 9 will be considered acceptance of the variation.

V3'S OBLIGATIONS

11. V3 will provide the Services to the Client.
12. V3 shall use all reasonable endeavours to meet the estimated delivery, installation or other dates specified on the relevant Estimate for the Services, but any such dates shall be estimates only.
13. V3 warrants to the Client that the Services will be provided using reasonable care and skill.

THE CLIENT'S OBLIGATIONS

14. The Client will pay the Charges in accordance with clause 43.
15. Except in relation to content provided by the Client, the Client will not (and will not permit others to) reproduce the Services, any unused material prepared by V3, or other material in which V3 holds Intellectual Property Rights, without V3's prior written consent

EXHIBITION DESIGN AND BUILD

16. V3 may refuse, reject or remove any design elements provided by the Client at any time from the Services, without prior notice, if V3 reasonably believes the design content, or use of the design content, contravenes any law, infringes or is likely to infringe any rights of a third party or is misleading, inappropriate, unsuitable, offensive, obscene, defamatory or indecent.
17. All Intellectual Property Rights in any design content produced by V3 for the Client, except for those in any logos, designs, names and other material originally supplied by and owned by the Client, will vest absolutely in and remain the exclusive property of V3.
18. The Client will:
 - a. provide V3 with such text, artwork, information, logos, designs and any other material requested, and will do so in such formats and at such time or times, as may be reasonably required for V3 to deliver the Services. The Client will be solely responsible for ensuring that such material is accurate and complete; and
 - b. obtain all necessary licences or consents that are required in connection with the use of names, logos, artwork and other material or content supplied by the Client for use within the Services.

19. To the extent that the Client supplies V3 with any design content, artwork or original material in which the Client holds relevant Intellectual Property Rights, the Client grants a worldwide, perpetual, royalty-free licence to V3 to publish, reproduce, adapt, and otherwise deal with and use without limitation any such material for the purposes of delivering the Services.
20. Where the Client supplies V3 erroneous design files and only corrects the files after they have been printed and/or applied to Hire Equipment, the Client agrees to pay the costs of the initial printing and/or application. These costs will be added to the relevant invoice.
21. The Client acknowledges that printed graphic pod panels are produced on an individual event basis and are often destroyed immediately after the event. Graphic pod panels cannot be repurposed, stored or reused at future events or jobs.
22. Graphic printed ACM, SYMA or XWALL panels that the Client chooses to buy from V3, are sold in accordance with clause 43 and stored by V3 on behalf of the Client in accordance with clause 51.
23. V3 shall have the right to make any changes to the Services which are necessary to comply with all applicable laws, health and safety requirements or venue specifications which do not materially affect the quality of the Services described on the Estimate or relevant drawings.

HIRE EQUIPMENT

24. V3 agrees to hire out Hire Equipment to the Client from the times and dates specified on the relevant Estimate or confirmation, and the Client agrees to pay the Charges set out on the relevant invoice, in accordance with this Agreement.
25. Title to the Hire Equipment remains with V3 at all times. The Client shall not sell, dispose of or sub hire the Equipment from any place V3 have provided it.
26. Unless otherwise agreed, the minimum Charge for the hire of Hire Equipment (save for audio and visual Hire Equipment – see clause 36) is weekly.
27. Hire Equipment delivery, installation, retrieval, removal and associated labour Charges are in addition to the hire Charges and are payable by the Client on the terms and conditions of this Agreement and as set out on the relevant Estimate and invoice.
28. The Client acknowledges that they are receiving the Hire Equipment in clean and working condition. If the Hire Equipment is returned in a condition that is other than clean, or if the Hire Equipment is otherwise damaged (save for when the Equipment is stolen, in which case the Client must report the stolen Hire Equipment to V3 and the New Zealand Police immediately as they become aware of the theft), the Client will be charged the cost to either clean, repair or replace the Equipment.
29. The Hire Equipment will be at the sole risk of the Client from the time it is delivered by V3 to the Client (or, if collected by the Client from the time of collection from V3's premises) until the time that it is collected by V3 (or, if returned by the Client from the time it is delivered to V3's premises and received by a V3 staff member).
30. The Client will indemnify V3 for all loss, theft and damage to the Hire Equipment while it is at the risk of the Client.
31. The Client must insure against any loss or damage caused to the Hire Equipment while it is at the risk of the Client. V3 may require proof of a valid certificate of insurance (that provides for offsite cover throughout New Zealand) cover from the Client before confirming the Services. In the event the Client does not have such insurance in place, V3 may refuse to hire the Hire Equipment to the Client or may demand the Client takes out appropriate cover.
32. The Client will indemnify V3 for any damage, loss or injury caused by the Hire Equipment to the Client's property, personnel, or the venues used by the Client. This includes property that is not owned by the Client and damage, loss or injury caused to members of the public.
33. If the Hire Equipment is not available for collection at the arranged time or is not returned by the dates specified on the relevant invoice, the Client will pay an additional hire Charge at the rate of one day until the Hire Equipment is available for collection or is returned to V3.

34. The Client shall inspect the Hire Equipment on delivery or installation and shall notify V3 of any alleged defect, damage, or inconsistency from the corresponding confirmation, Estimate or drawing. The Client shall afford V3 an opportunity to inspect the Hire Equipment within a reasonable time following delivery or installation if the Client believes the Hire Equipment is defective in any way. If the Client fails to communicate an alleged defect to V3, it will be assumed the Hire Equipment is free from defect or damage.

AUDIO VISUAL OPERATIONS

35. V3 will provide the Client with audio visual operations Services at the times, dates and venues specified on the relevant Estimate or confirmation on an hourly basis, and the Client agrees to pay the Charges set out on the relevant invoice, in accordance with this Agreement.
36. Any audio or visual Hire Equipment provided by V3 to the Client may be sub hired from third-parties.
37. All Hire Equipment used by V3 during the duration of a show or event for the Client may only be handled by V3 personnel unless otherwise agreed.
38. Unless otherwise agreed, the audio and visual Hire Equipment rental period is daily.
39. The Client agrees to treat V3 personnel with respect and fairness, and where possible provide rest breaks, food and drink to the V3 personnel.
40. The Client acknowledges and agrees that it has acquired the appropriate grants, licenses and rights to use all the media (audio, visual, image) supplied to V3 or asked V3 to use during an event, job or show. The Client will not request V3 to use or duplicate any element to which the Client does not possess adequate rights. The Client assumes all liability, under the copyright laws and agrees to indemnify and hold V3 free and harmless of all suits, claims for damages and other liability and expense, which may arise either directly or indirectly or by reason of services performed by V3 for the Client.
41. Where the Client provides its own equipment to be used in conjunction with V3's Hire Equipment, V3 makes no guarantees, express or implied, that any and/or all equipment owned by others provided for this event will be in working order for the show or event, nor can we attest to its functionality. V3 will take all reasonable steps to ensure that the Client's equipment can be integrated into the Services but take no responsibility for damage to the equipment as a result of the integration. The Client's equipment is excluded from any V3 insurance cover.

VENUES

42. The Client authorises V3 to bring its personnel, subcontractors, consultants and vehicles on to the Client's property (or the venue the Client has stipulated and which it has consent to enter) and undertake such activities that are required in order to install, deliver and retrieve the Hire Equipment, perform the Services or deliver the Goods.

SALE OF GOODS

43. For the purchase of Goods, the Client will pay V3 the agreed Charges specified on any relevant invoice, Estimate, confirmation or written agreement. Risk passes to the Client on delivery of the Goods.

Title

44. Where Goods are being sold to the Client by V3, title will not pass until:
- a. the Client has paid V3 all amounts owing for the particular Goods; and
 - b. the Client has met all other obligations due by the Client to V3 in respect of all contracts between V3 and the Client.

Delivery

45. At V3's sole discretion delivery of the Goods shall take place when the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by V3 or V3's nominated carrier).
46. Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

47. The failure of V3 to deliver shall not entitle either party to treat this contract as repudiated.
48. V3 shall not be liable for any loss or damage whatsoever due to failure by V3 to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of V3.

Defects

49. The Client shall inspect the Goods on delivery and shall within 24 hours of delivery (time being of the essence) notify V3 of any alleged defect, shortage in quantity, damage or failure to comply with the description or Estimate. The Client shall afford V3 an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client fails to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which V3 has agreed in writing that the Client is entitled to reject, V3's liability is limited to either (at V3's discretion) replacing the Goods or repairing the Goods.
50. Goods will not be accepted for return other than in accordance with clause 47 above.

STORAGE

51. At times V3 may store equipment, furniture, displays and other materials owned by the Client on the Client's behalf at V3's premises for a storage Charge. In doing so, the Client acknowledges that it will keep the equipment, furniture, displays and other materials suitably insured and will hold V3 harmless for any damage caused to the equipment during the period of storage.
52. The Client agrees to pay storage Charges in full and free of any deduction or setoff whatsoever by the due dates specified on the relevant invoices. Storage Charges are a monthly fee unless otherwise agreed, and paid to V3 by the Client quarterly.
53. If the Client no longer requires the V3 to store equipment, furniture, displays and other materials and does not collect the equipment, furniture, displays and other materials from V3's premises, the Client will pay the disposal fees incurred by V3 to dispose of the equipment, furniture, displays and other materials.
54. Access to the equipment, furniture, displays and other materials in storage is only available during standard business hours (9 am – 5 pm on weekdays). When access is required, the Client must give V3 48 hours email or phone notice of the intention to retrieve, access or remove the equipment.
55. No bailment or deposit of goods for safekeeping is intended or created under this Agreement.

PAYMENT

56. The Client will pay the Charges in full and free of any deduction or setoff whatsoever by the due dates specified on the relevant invoices.
57. Any new Client to V3 will be required to pay in full the Charges set out in the relevant invoice(s) prior to the provision of Services (i.e. the installation, the start of job or delivery of Hire Equipment).
58. Where the Charges total more than \$10,000 (NZD) inclusive of GST, a deposit invoice of 50% of the GST inclusive total of the Services will be raised and payable prior to V3 performing any of the Services or hiring any of the Hire Equipment. If the deposit invoice is not paid by the due date specified on the invoice, V3 may refuse to complete the Services or hire the Hire Equipment and terminate this Agreement. Any costs incurred by V3 before terminating the agreement will be invoiced to the Client.
59. If the Client fails to pay V3 any Charges owed by the relevant due date, or if any payment the Client has made to V3 is declined or otherwise not received by V3, V3 may do any of or all of the following:
 - a. charge interest on the unpaid amounts due (at the monthly rate of 2.5%) from the date the amount became due until it is paid in full;
 - b. charge any reasonable debt collection and legal costs incurred as a result of the Client's failure to pay the amounts due;

- c. charge a late payment administration fee of \$15 per month for any month or part thereof that a due payment remains outstanding under any invoice;
 - d. suspend the relevant Services or terminate them in accordance with clause 77.b; and
 - e. on-charge to the Client any dishonour or other fees arising from the Client's failure to pay.
60. V3 will be under no obligation to continue to deliver any Services to the Client whilst there remain any Charges or other sums due from Client but unpaid in respect of those Services.
61. V3 shall be entitled to set-off against any monies payable to V3 by the Client, any monies which may be payable by V3 to the Client, whether under this Agreement or otherwise.
62. Credit Card payments incur a 3% service fee of the GST inclusive total of the applicable invoice.

WARRANTIES, INDEMNITIES AND LIABILITY

63. The Client warrants and represents that:
- a. it has not relied on any representations made by or on behalf of V3 save as contained in this Agreement.
 - b. any name, logo, specification, design, instruction or other material supplied by it to V3 and its use within the Services will not infringe any Intellectual Property Rights or other any other rights of any third party, nor will it be defamatory or otherwise unlawful in any way; and
 - c. it is solely responsible for acquiring the Intellectual Property Rights used in forming any part of the event and/or Services (for example music licenses during live events) and agree to indemnify V3 against any claims or actions brought against V3 in respect of the use of any such Intellectual Property Rights in any media from the event.
 - d. All Intellectual Property Rights in any design or media content produced by V3 for the Client, except for those in any logos, designs, names and other material originally supplied by the Client, will vest absolutely in and remain the exclusive property of V3.
 - d. all the information, claims and offers given or made by the Client are accurate and in no way misleading and the terms of any offers made by the Client will be honoured.
64. The Client agrees to indemnify V3, its directors, officers, employees, contractors and agents, and any other related body corporate, against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by the Client's act or omission or any breach of any provision of this Agreement.
65. V3 shall not be liable in contract, tort or otherwise for any consequential, indirect or pure economic loss suffered by the Client that arises in any way from the Services and this Agreement, even if such loss was, or should have been, within V3's contemplation.
66. The liability of V3's directors, officers, employees, contractors and agents, and any other related body corporate of V3 in contract, tort or otherwise is excluded to the maximum extent permitted by law.
67. Without restricting any other provision of this Agreement limiting any person's liability, to the maximum extent permitted by law, V3's total aggregate liability for any claim or claims in respect of the Services, whether in contract, tort or otherwise that arises in any way from the Services and this Agreement, shall be limited to no more than an amount equal to the GST- exclusive amount actually paid by the Client to V3 in respect of the relevant Services to the event or events giving rise to the claim or claims. To avoid doubt, if the Client engages V3 to perform Services with Charges of \$1000 excluding GST, the maximum amount V3 will be liable for in respect of any claim is \$1000.
68. All warranties, indemnities or other provisions of these General Terms affecting the liability of the Client to V3, or the liability of V3 or any other person to the Client or to any third party shall continue in force despite the expiry or termination of the Services, for whatever reason.
69. V3 makes no warranty or representation as to the state, quality or fitness of the Hire Equipment for any purpose and no such warranty will be implied by the description of the Hire Equipment. All implied warranties and conditions as to the state, quality or fitness of the Hire Equipment for any purpose are hereby excluded.
70. The Client will arrange all appropriate insurances (including but not limited to public liability, illness, accident) required for their purposes. The insurance policies of V3 apply only in relation to the provision of Services and do not provide any insurance for the Client or the Client's event, show, work, location or venue.

HEALTH AND SAFETY

71. V3 takes its health and safety obligations seriously. Accordingly, the Client must follow all relevant health and safety and operating instructions given by V3 to the Client and take all reasonably practicable steps to operate Equipment, machinery, electronics and other materials supplied by V3 to the Client safely. V3 is not responsible for the loss, damage or injury caused as a result of misuse of any Hire Equipment supplied under this Agreement or any errors or omission made by the Client while using the Hire Equipment.
72. V3 use equipment that requires high standards of care, V3 undertake and plan the provisions of Services to ensure this safe work environment is achieved. Therefore, V3 reserve the right to withdraw or alter any services if the conditions of the operating environment or any of the parties (third parties included) actions or plans breach or endanger the safe work practices for our employees and others in the space.

INTELLECTUAL PROPERTY RIGHTS AND DESIGN FILES

73. V3 may refuse, reject or remove any design content provided by the Client at any time within the Services, without prior notice, if V3 reasonably believes the design content, or use of the design content, contravenes any law, infringes or is likely to infringe any rights of a third party or is misleading, inappropriate, unsuitable, offensive, obscene, defamatory or indecent.
74. To the extent that the Client supplies V3 with any design content, artwork or original material in which the Client holds relevant Intellectual Property Rights, the Client grants a worldwide, perpetual, royalty-free licence to V3 to publish, reproduce, adapt, and otherwise deal with and use without limitation any such material for the purposes of delivering the Services.
75. The Client warrants and represents that:
 - a. any name, logo, specification, design, instruction or other material supplied by it to V3 and its use within the Services will not infringe any Intellectual Property Rights or other any other rights of any third party, nor will it be defamatory or otherwise unlawful in any way; and
 - b. it is solely responsible for acquiring the Intellectual Property Rights used in forming any part of the event and agree to indemnify V3 against any claims or actions brought against V3 in respect of the use of any such Intellectual Property Rights in any media from the event.
 - c. All Intellectual Property Rights in any design or media content produced by V3 for the Client, except for those in any logos, designs, names and other material originally supplied by the Client, will vest absolutely in and remain the exclusive property of V3.

TERMINATION OF SERVICES

General

76. The termination or expiry of the Services shall not affect any rights or liabilities of the parties already accrued, except to the extent necessary, and this Agreement will continue to apply.

Termination

77. The Client may cancel the Services by providing 48 hours email notice to V3. Any costs (including but not limited to: purchasing panels and other goods, preproduction, project management, printing graphics, or hiring third party equipment or gear) incurred by V3 before the cancellation will be invoiced to the Client and are payable to V3.
78. V3 may terminate all or any of the Services with immediate effect on notice to the Client, if the Client:
 - a. ceases or threatens to cease to carry on its business or becomes insolvent, has a receiver or administrator appointed, makes any arrangement for the benefit of its creditors, goes into liquidation or enters into any other insolvency process; or
 - b. commits a material breach of this Agreement and (if capable of remedy) fails to remedy it within 7 calendar days of notice from V3 specifying the breach and requirement for remedy. If not remedied termination of the agreement will follow in written form.

GENERAL PROVISIONS

79. A party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. This includes fire, wind, flood, riot, war, industrial action or defaults by third parties or other circumstances of a similar nature beyond its reasonable control (force majeure event). Where a party claims a force majeure event has occurred it must give notice to the other party giving all available information in relation to the event and estimating the period of time required to remedy the event and end the suspension. Where a party's obligations have been suspended pursuant to this clause for a period of 30 calendar days or more, the other party may immediately terminate the delivery of all Services under this Agreement by notice to the other party.
80. Where any notice is to be given under this Agreement, such notice must be given in writing and:
- delivered by hand or post to the normal place of business of the relevant party or an alternative address provided by that party; or
 - by email to the address nominated by the party.

Unless otherwise advised, notice can be given to V3 -

By hand or courier to:

20 Copsey Place, Avondale, Auckland 1026

By post to:

PO Box 68688, Wellesley Street, Auckland 1141

By email to:

info@v3.co.nz

81. No delay or failure by V3 to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them and any waiver, to be effective, must be in writing.
82. If any part of this Agreement is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of those terms will continue to be valid and enforceable to the fullest extent permitted by law.
83. V3 may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.
84. The Client may not assign or transfer any of its rights under this Agreement without the prior written consent of V3.
85. The headings or titles used in this Agreement are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of this Agreement. All parts must be complied with regardless of the nature of the business with V3.
86. This Agreement is the complete and exclusive statement of the agreement between the parties relating to their subject matter and they supersede all previous communications, representations and other arrangements, whether written or oral. The terms of this Agreement may only be varied in writing, save for the provisions in clause 1.
87. Both parties shall keep confidential all material concerning the business affairs of the other disclosed in the course of performance of these terms, save for any information in the public domain.
88. The guarantees contained in the Consumer Guarantees Act 1993 are expressly excluded where the Client acquires or holds itself out as acquiring goods or services from V3 for the purposes of a business.
89. This Agreement will be governed by the laws of New Zealand and will be construed in all respects as a contract entered into in New Zealand. The parties hereby submit to the exclusive jurisdiction of the New Zealand courts.
90. The Client (or person agreeing to these terms and conditions or instructing V3 to provide the Services or Hire Equipment) acknowledges that they have the authority to enter this Agreement and that V3 have the authority to bind the Client to this Agreement.