1. **Terms and Conditions of Hire**
   1. These terms and conditions apply to and are incorporated into any contract for the hire of goods ("Equipment") as detailed in the contract details page ("Contract Details") between Kiwi Silent Disco, a trading name of Nelson Watersports Limited (the "Owner") and the person hiring the equipment (the "Hirer") (together, the "Contract").
   2. Nothing in these Term and Conditions affects or attempts to exclude in any way, the Hirer's rights under the Consumer Guarantees Act 1993.
2. **Amendments**
   1. The Owner reserves the right to change these Terms and Conditions without notice. Any amended conditions will be placed on the Kiwi Silent Disco website (http://kiwisilentdisco.co.nz) and will be effective from the date of posting.
   2. The Terms & Conditions applicable at the time a Contract is entered is into by the Owner and the Hirer prior to the amendment, shall continue to apply. Amended Terms and Conditions shall only apply to any new Contract for the hire of goods between the Owner and the Hirer.
3. **Charges, Payment & Default Interest**
   1. All Equipment is hired on a daily rate (24hr period) unless otherwise agreed and confirmed in writing by the Owner.
   2. The "Hire Period" begins from the time the Hirer takes possession of the Equipment until such time as it is returned to the Owner, removed by the owner pursuant to clause 4, or the Contract is terminated pursuant to clause 6.
   3. If the Hirer chooses to return the Equipment early, the Hirer shall not be entitled to any refund.
   4. The Hirer agrees to pay the Equipment hire charges and security deposit as invoiced, in advance of the Hire Period.
   5. The Hirer agrees to pay a non-refundable deposit as invoiced at the time of booking to reserve the equipment for the given date(s).
   6. The Hirer agrees to pay, within 28 days of receipt of the invoice, any extra charges including but not limited to:
      1. A cleaning fee of $50 will be charged if the Owner deems, at its sole discretion, the equipment to be excessively dirty.
      2. Lost or irreparably damaged headsets will be charged to the Hirer at a cost of $45 per headset.
      3. Lost or irreparably damaged transmitters will be charged to the Hirer at a cost of $75 per unit.
      4. Any lost or damaged accessories such as leads, adaptors will be charged to the Hirer at a cost of $20 per item.
      5. Any late return or excessive use will be charged on a pro rata basis.
      6. Collection or delivery charges (if applicable)
      7. 8% default interest will be charged *pro rata* on outstanding invoices.
   7. In the first instance, these charges will be deducted from the security deposit held by the Owner. Any remaining funds will be returned to the Hirer within 28 days of the invoice.
   8. In the case of charges exceeding the security deposit, the Hirer agrees to pay the balance within 28 days of receipt of the invoice.
   9. Where legal action is required to pursue unpaid debts, the Hirer agrees to meet all costs including solicitor fees and court costs, even if settlement is reached before the hearing.
4. **Equipment Collection / Delivery / Removal**
   1. The Owner undertakes to provide the Hirer with the equipment booked, in working order, on the date(s) agreed.
   2. The Equipment supplied by the Owner will include spares so the number supplied may differ from the number ordered.
   3. The Hirer agrees to check and count the equipment on collection or arrival and advise the Owner of quantities received. In the absence of this, the Owner's records will stand as the true and accurate quantities originally received by the Hirer.
   4. The Owner checks and maintains all equipment thoroughly, but in the event that damage occurs in dispatch or transit, the Hirer will not be charged for Equipment ordered that does not function correctly on arrival provided that;
      1. the number of faulty headphones exceeds the number of spares provided; and
      2. any such fault is reported to the Owner immediately and before the start of the event; and
      3. affected equipment is clearly marked before returning (such as stickers on equipment, or placing in a labelled plastic bag).
5. **Right to Terminate**
   1. The Owner may cancel the Contract with immediate effect if;
      1. the Hirer fails to comply with any term of the Contract with the Owner; or
      2. the Owner believes the Equipment is at risk for any reason whatsoever; or
      3. by giving the Hirer 72 hours written notice.
   2. In the event of cancellation by the Owner, the maximum liability of the Owner will be the return of any fees paid in lieu of unused Equipment.
   3. The Hirer may cancel the booking for a full refund by giving a minimum of 14 days written notice. If the Hirer cancels the booking within 14 days of the event:
      1. but more than 72hrs before an event, a cancellation fee of 50% (of total bill) applies;
      2. within 72 hours of an event, a cancellation fee of 100% (of total bill) applies.
   4. In the event of variation or failure of the Equipment, provided the event can still take place with the equipment supplied this Contract remains intact.
6. **Assignment**
   1. The Hirer shall not assign any of the Hirer's rights or interests under the Contract to any person, and shall not sublet, charge or part with possession of the Equipment or any part of it
   2. **The Owner may at any time assign its rights or interests, or any part thereof (whether absolutely, or by way of security), or transfer its obligations or any part thereof under the Contract to any person.**
7. **Hirer's Obligations**
   1. The Hirer shall:
      1. advise the Owner of the intended location and nature of use at the time of booking the Equipment;
      2. ensure that the equipment supplied is suitable for the Hirer’s specific purposes;
      3. familiarize themselves with the Equipment and test it before the event;
      4. take proper and reasonable care of the hired Equipment, (including keeping the Equipment locked and secured when not in use) and return it to the Owner at the end of the Hire Period in the same order and condition in which it was received (fair wear and tear excepted);
      5. use the Equipment in a lawful manner, with due regard to all laws and regulations pertaining to the use of such Equipment. In particular, if the Hirer is a business or organisation, the Hirer is solely responsible for ensuring that any license necessary under the Copyright Act 1994 for the public performance of music is held by the venue;
      6. immediately cease operating the Equipment and notify the Owner by phone if the Equipment is faulty, breaks down or otherwise is not performing in the manner expected;
      7. notify the owner immediately if the Equipment is lost, stolen or damaged and shall follow all reasonable instructions by the Owner;
      8. be responsible for, and indemnify the Owner, for any loss theft or damage to hired Equipment that occurs as a result of the negligent or reckless acts or omissions of the Hirer during the Hire Period including:
8. in the case of damage, the full cost of all repairs to restore the equipment to the condition it was in at the time of hire; and
9. in the case of loss, theft or irreparable damage to the Equipment, the subsidised replacement cost as detailed in clause 3.
   * 1. in addition to the costs set out in clause 7.1h, be responsible for, and indemnify the owner for any loss of revenue suffered by the Owner due to the unavailability of the Equipment for hire due to loss, theft or damage caused as a result of the negligent or reckless acts or omissions of the Hirer; and
     2. not remove, deface or obscure any marks of identification or ownership or registration on the equipment;
   1. The Hirer shall, on reasonable notice by the Owner, advise the owner of the whereabouts of the Equipment and allow the Owner to inspect and test the Equipment during the Hire Period and at any premises where the Equipment or any part of the Equipment may be.
   2. The Hirer warrants that all persons who use the equipment shall be COMPETENT and QUALIFIED to use the equipment, shall use the equipment in the manner it was designed to be used, and follow any directions from the Owner, local authorities, codes of practice, and/or the manufacturer of the Equipment relating to the use and safety of the Equipment and shall comply with all obligations in relation to the use of and control of the Equipment and the person using said Equipment in accordance with the Health and Safety at Work Act 2015 (if applicable) and all other relevant legislation and applicable regulations.
   3. The Hirer shall not, except as permitted by law, bring or threaten to bring any claim against the Owner for loss or damage incurred or threatened against the Hirer or arising directly or indirectly from the Hirer's use of the equipment.
   4. If the Hirer is not an individual, the person who signs the Contract on behalf of the Hirer warrants that they have the authority to enter an agreement binding to the Hirer.
10. **Limitation of Liability, Injury or Damage to Hirer, Third Person or Property.**
    1. Other than for claims made under the Consumer Gaurantees Act 1993, the maximum aggregate liability of the Owner for all claims made by the Hirer will not exceed the hire charges paid by the Hirer to the Owner under the Contract, except where such liability arises as a result of the negligence of the Owner or where the Owner has wilfully, negligently or recklessly supplied defective Equipment to the Hirer.
    2. The Hirer will indemnify the Owner against any liability, losses, damages or expenses incurred or suffered by the Owner as a result of any claim made by a third party against the Owner in respect of any loss or liability arising from the Contract or arising out of the use of the Equipment hired by the Hirer except where the loss or liability has arisen due to the negligence of the Owner or where the Owner has wilfully, negligently or recklessly supplied defective Equipment to the Hirer.
    3. The maximum aggregate liability of the Hirer will not exceed:
       1. in the case of damage, the full cost of all repairs to restore the equipment to the condition it was in at the time of hire; and
       2. in the case of loss, theft or irreparable damage to the Equipment, the subsidised replacement cost as detailed in clause 3.
       3. in addition to the costs set out in clause 8.3a and 8.3b, be responsible for, and indemnify the owner for any loss of revenue suffered by the Owner due to the unavailability of the Equipment for hire due to loss, theft or damage caused as a result of the negligent or reckless acts or omissions of the Hirer.
11. **General**
    1. Headings are inserted for convenience and shall not affect the construction of the Contract. The singular includes the plural and vice versa. Words with initial capitals have a meaning ascribed to them in context. Persons include incorporated and unincorporated entities. Words implying one gender include any other. A reference to a clause or sub clause is a reference to a clause or sub-clause hereof. A reference to the Owner includes its servants, agents, successors, and assigns. The word "including" does not imply limitation.
    2. If at any time any provision of this Contract becomes illegal, invalid or unenforceable in any respect under the law of New Zealand, that will not affect or impair the legality, validity or enforceability of any other provision of this Contract.
    3. Nothing expressed or implied in this Contract will constitute either party as the partner, agent, employee or officer of, or joint venturer with, the other party.
    4. This contract is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.
12. **Privacy Act 1993**
    1. The Owner requires personal information and will collect and hold personal information about the Hirer, principally for the purpose of evaluating the hire of equipment by the Hirer. The Hirer's application to hire equipment may be declined or the hire terminated if the Hirer fails to provide requested personal information. The Hirer can access and seek correction of any personal information by contacting the Owner.
    2. The Hirer agrees that personal information may be used by the Owner to advise the Hirer of the Owner's other goods and services.
    3. The Owner warrants that it will not distribute the Hirer's personal information to any other party unless required by law.