



# **Genesis 3D Terms & Conditions**

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# 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context requires otherwise:

- "Genesis 3D" refers to the service provider.
- "Customer" refers to any party hiring Genesis 3D's services.
- "Equipment" refers to all screens, vehicles, PA systems, and accessories provided by Genesis 3D.

## 2. Scope of Services

2.1 Genesis 3D provides mobile LED screen hire, event support, and related services. The specific scope of work shall be agreed upon in a separate contract or quotation.

## 3. Acceptance and Orders

3.1 Bookings are confirmed upon acceptance of a written quote and receipt of any required deposit.

## 4. Charges, Payments, and GST

4.1 Customers without approved credit terms shall pay to Genesis 3D the Hire Charge in accordance with the following schedule, unless the contrary is agreed in writing by Genesis 3D:

- 50% to be invoiced on placing the order.
- 50% will be invoiced on the day of the event.

4.2 Customers with approved credit terms shall pay to Genesis 3D the Hire Charge in accordance with the following schedule, unless the contrary is agreed in writing by Genesis 3D:

- 35% will be invoiced on placing the order.
- 65% will be invoiced on the day of the event.

4.3 Customer agrees to make payments, in full, within 10 working days of the date of invoice. If an invoice is not paid by the due date for that invoice then Genesis 3D may at its absolute discretion:

- Terminate the Agreement;

- Charge (and Customer agrees to pay) interest on any overdue amount at the rate of 10% per month and any costs incurred by Genesis 3D in recovering the overdue amount;
- Refer any unpaid or overdue amount to a debt collection agency or agencies to recover such amounts and the agencies' cost for providing such services to Genesis 3D. Genesis 3D may share information about Customer with those agencies to assist with collection of the debt.

4.4 All sums due to Genesis 3D under an Agreement shall be paid together with GST and any other applicable taxes, which may from time to time be introduced, which shall be charged thereon in accordance with the relevant regulations and at the applicable rate in force at the time of charging.

4.5 If the event exceeds the quoted hire period, additional hours will be charged at a rate of \$250 NZD per hour (excluding GST).

## **5. Hire Period and Travel Costs**

5.1 The hire period begins when Genesis 3D's equipment arrives on-site. The hire period ends when the equipment is ready for departure. Any additional time required beyond the agreed hire period may be subject to additional charges.

### **5.2 Travel Costs**

- For events within Auckland, travel time and costs are included in the hire charge.
- For events outside Auckland, additional travel fees apply, including but not limited to mileage, accommodation (if required), and staff travel expenses. These costs will be quoted in advance.

## **6. Cancellation Policy**

6.1 Customers must provide written notice for cancellations. The following charges apply:

- More than 14 days' notice: No cancellation fee.
- 7-14 days' notice: 50% of the total booking fee.
- Less than 7 days' notice: 100% of the total booking fee.

## **7. Logistics**

7.1 Delivery, setup, and removal will be carried out by Genesis 3D's team.

7.2 Additional costs may apply if special access or handling is required.

## **8. Customer Responsibilities**

8.1 The Customer must provide a suitable location for Equipment setup and ensure compliance with safety regulations.

## **9. Insurance Requirements**

9.1 The Customer is responsible for obtaining relevant insurance to cover event-related risks.

## **10. Liability and Indemnity**

10.1 Genesis 3D is not liable for any loss, damage, or injury caused by third parties or unforeseen circumstances.

## **11. Force Majeure**

11.1 Neither party shall be liable for failure to perform due to events beyond reasonable control, including natural disasters and government restrictions.

## **12. Equipment Care and Use**

12.1 Customers must take reasonable care of the Equipment. Any damage caused by negligence will be the responsibility of the Customer.



## **13. Licensed and Copyrighted Content**

13.1 The Customer is solely responsible for ensuring that any content displayed on Genesis 3D's Equipment complies with all applicable copyright, licensing, and intellectual property laws.

13.2 Genesis 3D does not obtain, verify, or manage licenses for content and is not responsible for any unauthorized use of copyrighted material by the Customer.

13.3 The Customer agrees to indemnify and hold Genesis 3D harmless against any claims, damages, or legal actions arising from the unauthorized use of copyrighted or licensed content.

13.4 If Genesis 3D becomes aware of any potential copyright infringement, it reserves the right to refuse to display the content until proof of appropriate licensing is provided.

13.5 In the event that Genesis 3D refuses to display content due to licensing or copyright issues, any payments made by the Customer shall be non-refundable.

## **14. Confidentiality and Privacy**

14.1 Both parties agree to maintain confidentiality regarding sensitive business information.

## **15. Intellectual Property**

15.1 All Genesis 3D branding and proprietary content remain the property of Genesis 3D.

## **16. Marketing and Publicity**

16.1 Genesis 3D reserves the right to use event photos and videos for promotional purposes unless otherwise agreed in writing.

## **17. Amendments and Modifications**

17.1 These Terms may be updated at any time, with reasonable notice given to Customers.

## **18. Governing Law and Jurisdiction**

18.1 This Agreement shall be governed by and construed in accordance with the laws of New Zealand.

18.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Auckland, New Zealand.

## **19. Dispute Resolution**

19.1 Both parties agree to attempt mediation before pursuing legal action.

## **20. Termination Clause**

20.1 Genesis 3D may terminate services if the Customer fails to comply with these Terms.

## **21. Entire Agreement**

21.1 This document constitutes the entire agreement between the parties and supersedes all prior discussions.

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