



“Instant Audio” refers to the company entity Instant Audio NZ

“Instant Audio Technician” refers to a member of the Instant Audio crew either loading, unloading, supplying or operating equipment.

“The Client” refers to the customer, organisation or otherwise that Instant Audio is supplying equipment to.

“Event” refers to the setting and time in which patrons attend and may benefit from Instant Audio equipment. This includes but is not limited to: Live sound gigs, Music shows, Conferences, Speeches...

1. The Client acknowledges the fact that during an Event or otherwise, especially with customers/patrons present or outdoors, damage to equipment is possible. This includes but is not limited to:
  - Persons unaware of a speaker/microphone stand and tripping over, causing speakers or microphones to fall or break
  - Cables running across a stage/walkway, causing a tripping hazard
  - Intoxicated/unaware/malicious patrons interacting with gear in a destructive manner
  - Weather conditions such as rain, snow, wind or hail causing direct or indirect damage to the gear. Instant Audio makes no claims towards total suitability for any equipment in an outdoor scenario.
  - Water & other liquid, crumbs & food, dirt, grass, gravel or other foreign materials coming into contact with vital components of equipment. This does not include normal wear and tear associated with transport of equipment, such as small paint scuffs.
2. If any damage is to occur under the supervision of The Client or as a result of reasons listed above or otherwise, the cost of replacement for the damaged gear (or gear of equal specifications if this gear is no longer commercially available) is to be added onto The Client’s invoice and paid alongside hire costs.
3. Instant Audio is not responsible or to be held liable for any physical/auditory damage caused to patrons of an Event, such as being too close to a loud speaker or monitor, or failing to wear appropriate hearing protection.
4. In the scenario an Event is held outside on a dirt/grass like surface, The Client consents to a “trench” being dug to house the audio cable running from the stage to the mixing desk, if deemed appropriate for health and safety (tripping hazards). This is a single shovel-dug straight line at around a 45° angle to be closed over top of the cable.
5. Any services supplied by Instant Audio are not to be carried out prior to the signing of this Contract to The Client.
6. A photo or video of The Client signing the Liability Contract may be required as deemed necessary by an Instant Audio technician.

7. In the event of a Noise Control officer, Police officer or otherwise with the authority to seize equipment being called to seize anything belonging to Instant Audio, The Client must reimburse the the cost of replacement for the seized gear (or gear of equal specifications if this gear is no longer commercially available) to Instant Audio. Appropriate noise level is the responsibility of The Client and Instant Audio will not be held responsible for negligence in this regard, especially when Instant Audio equipment is being operated without the presence of an Instant Audio technician.
8. Instant Audio reserves the right to take legal action against a Client who does not pay the final quoted price of a job within 10 working days of the invoice being sent to The Client.