

TANDEM STUDIOS LIVESTREAM PLUG & PLAY TERMS AND CONDITIONS

1. Definitions: In these terms and conditions unless the context requires otherwise:
 - a. Customer means the customer whose details appear in the Quotation and/or the Invoice.
 - b. Quotation means the proposal in relation to the supply of Goods and Services provided to the Customer by the Supplier outlining the scope of work and an estimate of costs to supply the Goods and Services.
 - c. Supplier means Tandem Studios.
2. Price and payment terms
 - a. All Prices are exclusive of delivery and goods and services tax (GST) or similar tax payable except where a price is expressed to be inclusive of GST. If GST is imposed on any supply under these Terms, the Customer must pay to the Supplier the additional amount equal to the GST in accordance with the relevant valid tax Invoice.
 - b. The Customer agrees to pay to the Supplier the Price for all Goods and Services supplied under a Contract in the manner and in accordance with the payment terms set out in the relevant Invoice. The Supplier may in its sole discretion determine the payment terms applicable to the Customer.
 - c. Unless the Invoice stipulates a different time for payment, the Customer agrees to pay the price and any other moneys payable to the Supplier as follows:
 - i. Full amount of \$4,000 + GST for equipment purchase and any additional fees as agreed between the Customer and Supplier upon as outlined on Tandem's website upon signing quote before equipment order is placed.
 - ii. These prices are subject to change as the Supplier sees fit depending on variable costs such as exchange rates, courier costs, inflation etc.
 - d. Unless specified otherwise in the Quotation, if any Additional Services are supplied to the Customer by the Supplier, the Customer acknowledges and agrees that:
 - i. the Additional Services are supplied in addition to the scope of works outlined in the Quotation;
 - ii. The Supplier will communicate, and get agreement, with the Customer if any additional costs are going to occur, before proceeding
 - e. The Customer acknowledges and agrees that additional costs may be charged as incurred, such as purchase of music or travel. All additional costs will be agreed upon between the Customer and Supplier prior to services being carried out.
 - f. Purchase of the equipment under the price of \$4,000 + GST does not include sourcing or booking an installer for the installation of the camera at the Customer's desired location. The supplier will offer recommendations of the best provider to perform this service if requested by the Customer.
3. Ownership
 - a. All goods and products purchased under this agreement will be purchased by the Supplier on behalf of the Customer.
 - b. All goods purchased under this agreement will be owned by the Customer.
 - c. All warranties and documentation gathered at the time of purchase will be made out to the Customer.
 - d. Following the purchase of goods under this agreement, the Supplier will not be liable for any delay, loss or damage of goods.
4. Variations
 - a. If the Customer wishes to vary the nature, scope or quantity of the Goods and Services outlined in the Contract, then such variation must be agreed between the parties by way of a variation to the Contract or by entering into a new contract for the additional goods and/or services requested. The Supplier may in its discretion determine whether to accept any request for variation to the Contract. The Customer must provide to the Supplier sufficient detail of the requested variation to enable the Supplier to provide a revised Quotation. The Customer agrees to pay to the Supplier the revised Price for the varied Goods and Services and/or any Additional Costs associated with the variation. No variations will be effective unless agreed in writing and signed by both parties
 - b. The Supplier is not liable to the Customer for any delay, loss or damage, or the inability to perform any obligation under these Terms as the result of any event beyond the control of the Supplier, including without limitation, strike, trade dispute, any act of God, storm, earthquake, fire, flood, accident, tempest, death, war declared or undeclared, blockade, governmental or quasi-governmental restraint, unavailability of any materials, talent or other goods, services

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required for the supply of the Goods and Services, loss or destruction of the Goods and Services, delays in shipping or transport, (each a Force Majeure Event).

5. Cancellation
 - a. The Supplier or the Customer may cancel the monthly subscription at any time with 30 days notice.
 - b. The Supplier is not liable for any loss or damage arising from such cancellation other than providing a refund to the Customer of the portion of the price paid under the Contract that relates to any Goods and Services that were not performed or provided by the Supplier.
 - c. If the Customer cancels any part of the Goods and Services under the Contract in circumstances where the Supplier is not in material breach of the Contract, the Customer acknowledges and agrees that:
 - i. it will not be entitled to a refund in respect of any payments made to the Supplier under these Terms; and
 - ii. it will pay to the Supplier the price plus any and all additional costs incurred by the Supplier for all Goods and Services provided and/or performed by the Supplier up to the date of cancellation by the Customer.
6. Severability
 - a. If any provision or part of a provision of these Terms is held to be invalid or unenforceable in any jurisdiction, that provision or part of the provision must be read down for the purposes of ensuring it is not invalid or unenforceable. If the provision or part of a provision cannot be interpreted in that way, it will be severed from these Terms to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms which will continue in force, or without affecting the validity or enforceability of that provision or part of a provision in any other jurisdiction.