Nutshell Terms of Business

Version 2.3 — 12 November 2026. Nutshell (2021) Limited, trading as Nutshell Camera Rentals.

1. Definitions and acceptance

These terms apply to every dealing with Nutshell. Requesting a reservation, accepting a quote, or taking equipment means the Customer accepts them.

1.1 Nutshell means Nutshell (2021) Limited (NZBN 9429049309362), trading as Nutshell Camera Rentals.

1.2 Customer means the person or business hiring equipment or buying goods or services from Nutshell, and anyone acting for them or on their instructions.

1.3 Hire includes hiring, borrowing, free or discounted hires, and taking control of equipment for testing, whether or not it was reserved in advance. Equipment can be on hire while still at Nutshell's premises.

1.4 Equipment means any equipment, tools, cases, accessories, media, books or vehicles that Nutshell supplies to the Customer, whether or not Nutshell owns them.

1.5 Goods means items sold by Nutshell.

1.6 Lost means lost, stolen, missing or otherwise unaccounted for.

1.7 Damaged means damaged or destroyed, and includes cosmetic damage.

1.8 These terms replace all earlier terms and take precedence over any terms the Customer offers. They can only be changed in writing by Nutshell.

1.9 If Nutshell does not enforce a term, or relaxes it once, that does not waive that term or any other, and does not apply to later occasions.

1.10 If the Customer does not sign a dispatch receipt, equipment condition report or other hire document, taking the equipment or goods is itself acceptance of that document and of any quote prepared by Nutshell.

1.11 The Customer must not assign, transfer or sublet their rights, re-hire the equipment to anyone else without Nutshell's written permission, or pledge, mortgage or encumber the equipment.

1.12 Ownership. Hired equipment stays the property of Nutshell or its suppliers at all times. A hire gives the Customer the right to use the equipment under these terms and no other interest in it. The Customer must keep the equipment in their own possession and control.

2. Reservations, rates and hire periods

2.1 Quotes are in New Zealand dollars and exclude GST, which is added to the invoice. A reservation is confirmed only when Nutshell confirms it in writing and any deposit Nutshell requires is paid.

2.2 One hire day is one calendar date. Every date from pick-up to return counts, including part days, as shown by the hire dates on the quote.

2.3 Weekly rate. Each full 7 days of hire is charged as 3 hire days. Any days left over are charged at the daily rate, up to a maximum of 3 days. Separate date blocks on one booking are each charged on their own.

2.4 Late return. Equipment returned after the agreed time is charged for each extra day or part day at the full list daily rate, not any discounted, weekly or negotiated rate. The Customer must tell Nutshell as soon as they know a return will be late. The Customer is also liable for Nutshell's losses caused by the late return, including the reasonable cost of hiring in substitute equipment to cover another booking (even if that costs more than the rate the Customer was charged) and any refund or compensation Nutshell has to give another customer.

2.5 Nutshell may refuse a reservation, hire or sale, refuse to extend credit, and refuse to let particular people operate the equipment, without giving reasons.

2.6 Nutshell may seek credit and background information about the Customer and the people who will operate the equipment or look after it, from any source. The Customer consents to that information being disclosed.

2.7 Substitution. Nutshell will do its best to supply the equipment ordered. Where it cannot, Nutshell may supply suitable alternative equipment of similar specification at the quoted rate, and will tell the Customer before pick-up where it can. If no suitable alternative is available, clause 4.4 applies.

2.8 Unused time. Hire charges apply for the whole hire period, whether or not the equipment is used. No allowance is made for weather days, stand-downs, schedule changes or any other time the equipment is not in use.

3. Payment

3.1 Payment is by bank transfer to the account shown on the quote, using the quote number as the reference. Unless agreed otherwise in writing, payment is due within 7 days of the invoice date.

3.2 Nutshell may require a 50% deposit to confirm a reservation, and may require a refundable security deposit.

3.3 The Customer must not deduct, withhold or set off any amount owed to Nutshell. Nutshell may apply any payment to any debt the Customer owes.

3.4 If an amount is not paid by its due date, the Customer pays interest on it at 15% a year (simple interest, not compounded) from the due date until it is paid. The Customer also pays all costs of collecting it, including legal costs and collection agency fees, and Nutshell may hand unpaid debts to a collection agency.

3.5 Freight and delivery. Hire charges are ex Nutshell's premises. Freight, courier, delivery and collection costs, in either direction, are extra and are paid by the Customer, including any that Nutshell pays on the Customer's behalf.

3.6 Discounts. Any discount or negotiated rate depends on payment in full by the due date. If payment is late, Nutshell may withdraw the discount and charge the full list rate, and the difference is payable immediately.

4. Cancellations

4.1 The Customer must cancel or postpone a confirmed reservation in writing. Email is fine.

4.2 Nutshell charges a cancellation fee as a percentage of the quoted hire charges (excluding GST), based on the notice given before the hire starts: 7 days or more — none; 2 to 6 days — 25%; less than 2 days or no-show — 100%.

4.3 Any deposit already paid is applied to the cancellation fee, and Nutshell refunds the rest. If the fee is more than the deposit, the Customer pays the difference. Returning equipment early or shortening a hire after pick-up does not reduce the charges.

4.4 If Nutshell cannot supply the equipment (for example, it is damaged or returned late by a previous hirer), Nutshell may cancel the reservation and will refund anything the Customer has paid for it. Nutshell has no other liability.

4.5 Delays. Nutshell will do its best to have equipment ready, delivered or freighted on time, but is not liable for late delivery or for any delay caused by a carrier or anything else outside its control.

5. Care of equipment, use and responsibility

5.1 When the Customer is responsible. The Customer is fully responsible for the care and safekeeping of the equipment and goods from the time they are handed over at Nutshell's premises or to a carrier for freight to the Customer. If Nutshell delivers, responsibility starts when the equipment leaves Nutshell's premises. It passes back to Nutshell when the equipment is handed back at Nutshell's premises, or when Nutshell accepts it after it is shipped back, or, if Nutshell collects it, when it arrives at Nutshell's premises.

5.2 Condition. The Customer acknowledges receiving the equipment in good working order and condition, without scratches, impact damage or faults, except as noted by Nutshell. The Customer must check it at pick-up and tell Nutshell of any problem before leaving.

5.3 Kits and function. Nutshell is not responsible for incomplete kits or for equipment not working correctly. The Customer must check that the equipment works and suits the job.

5.4 Recordings. The Customer must monitor and check everything recorded. Whatever the reason, Nutshell is not responsible for failure to record, defects in a recording, or partial or total loss of data.

5.5 Proper use. The Customer must make sure the equipment is used skilfully and properly, in the way it was designed to be used, only by competent, qualified people who know that type of equipment. They must follow the manufacturer's instructions, any directions from authorities, and all laws and codes of practice, including the Health and Safety at Work Act 2015 and, for drones, the Civil Aviation Rules.

5.6 Abnormal or hazardous use. The Customer must not use the equipment on any abnormal or hazardous job without Nutshell's prior written permission. This includes places where it could be affected by corrosion or the environment, such as volcanic or salt-laden air, sand, dust, salt water or fresh water, and on boats or over water. Written permission does not waive any of Nutshell's rights.

5.7 Location. The Customer must tell Nutshell where the equipment is and will be during the hire, and must not take it out of New Zealand without Nutshell's prior written permission. Nutshell's insurance and the damage waiver do not apply outside New Zealand, so the Customer must arrange insurance acceptable to Nutshell for any overseas use.

5.8 No tampering. The Customer must not adjust, repair or interfere with the equipment, except as needed for its normal use.

5.9 Access. The Customer must let Nutshell have access to the equipment and goods to inspect, repair or recover them.

5.10 Returns. Equipment must be returned in the cases and packing it was supplied in. If it is not, the Customer pays for replacement cases or packing. Equipment returned dirty or badly packed attracts a surcharge. If Nutshell reasonably decides equipment needs to be taken apart to check it after a hire, the Customer pays for that, whether or not damage is found.

5.11 Acceptance of returns. Nutshell accepting returned equipment does not mean it is complete, undamaged or working, and does not release the Customer from these terms. That can only be confirmed after Nutshell has finished its post-hire checks.

5.12 Long hires. For a hire longer than 1 month, or one that runs past the equipment's electrical safety test date, the Customer must meet the testing, tagging and recording requirements of AS/NZS 3760.

5.13 Shared work sites. Where several businesses have overlapping health and safety duties, they must consult, cooperate and coordinate their activities so there are no gaps or duplication, as the Health and Safety at Work Act 2015 requires.

6. Insurance and damage waiver

6.1 Damage waiver. Nutshell adds a damage waiver fee of 10% of the hire subtotal to every hire, shown on the quote as "Damage waiver", unless the Customer has given Nutshell evidence of their own insurance under clause 6.2 before the equipment is collected. The damage waiver is not an insurance policy in the Customer's name. Nutshell may decline to offer the damage waiver for a particular hire, in which case the Customer must arrange their own insurance under clause 6.2.

6.2 Customer's own insurance. Instead of the damage waiver, the Customer may arrange comprehensive insurance with a reputable insurer, suitable for filming and acceptable to Nutshell, for the equipment and goods for the whole hire. It must cover loss and damage, replacement costs, and extra hire fees until the equipment is replaced or repaired, and Nutshell must be named as loss payee. Nutshell decides whether the evidence of cover is acceptable. Nutshell accepting that evidence does not reduce the Customer's liability under these terms.

6.3 If the damage waiver applies and the equipment is lost or damaged, Nutshell claims on its own insurance and the Customer's liability is limited to the excess of $1,500 per incident, plus any loss Nutshell cannot recover under its insurance. Nutshell's insurance has exclusions. A summary of them is on the Nutshell website. Anything the insurance does not cover is the Customer's cost.

7. Loss or damage

7.1 The Customer must tell Nutshell straight away about any loss or damage, and promptly give a written report of what happened, with all relevant information and documents, to Nutshell, its insurer, the Police and any other authority. The Customer must not do anything that could harm an insurance claim.

7.2 Lost or damaged equipment must be returned to Nutshell immediately. Lost equipment is treated as unrecoverable after 14 days.

7.3 The Customer pays Nutshell on demand: the costs of assessing, checking and investigating the equipment and related equipment, and of recovering it; the full current replacement cost, or the full cost of repair at normal repair rates; the costs of arranging the repair or replacement, including freight, third-party advice, and preparing claims and documents.

7.4 Nutshell decides whether equipment is repaired or replaced, who repairs it, and whether to accept money instead of replacement or repair.

7.5 The Customer pays hire fees until the equipment is repaired or replaced, for up to 13 weeks from the loss or damage, or up to 4 weeks if Nutshell chooses not to replace it. The fee is the hire rate until the booked period ends, then the full list price.

7.6 If Nutshell supplies a substitute item for the Customer to hire while equipment is repaired or replaced, it is charged at full list hire rates.

8. Packages with an operator

8.1 This section applies when the Customer hires a self-contained package that includes a Nutshell operator operating the equipment, and the equipment stays under the operator's direct supervision and control.

8.2 In that case the equipment has not been handed into the Customer's care. Nutshell provides the insurance, and if equipment is lost or damaged during the hire, the Customer's liability is limited to the excess of $1,500 per incident, plus any loss Nutshell cannot recover under its own insurance. Nutshell's insurance has exclusions.

8.3 If any equipment is handed over to the Customer, that equipment is in the Customer's care under these terms, as if it had been hired without an operator.

8.4 Equipment added to the package that is not under the operator's direct control is in the Customer's care in the same way.

9. Goods sold

9.1 Ownership of goods stays with Nutshell until they are paid for in full. The Customer is liable for any loss of or damage to them in the meantime.

9.2 The Customer agrees that Nutshell may register a security interest in the goods under the Personal Property Securities Act 1999.

9.3 Goods are not returnable, except as the law requires.

10. Default, termination and general

10.1 Default. Nutshell may end a hire or sale and cancel any outstanding order without notice if the Customer breaches these terms, does not pay in full by the due date, or goes into receivership, liquidation, voluntary administration or bankruptcy, or makes an arrangement with creditors. Nutshell may do the same if it reasonably believes the Customer is likely to do any of these.

10.2 Recovery. If a hire ends this way, the Customer must return the equipment immediately at their own risk and cost. If they do not, the Customer authorises Nutshell and its agents to enter any premises where the equipment is, without notice, and take it back. The Customer pays all costs of recovery on demand.

10.3 Nutshell's calculation of the amount due, including any further charges, is correct unless the Customer shows otherwise.

10.4 Liability. Except as these terms say, Nutshell and its suppliers are not liable for loss the Customer or anyone else suffers because the equipment is unfit for a use, fails to perform, or for any other reason, including consequential loss. The Customer will not bring or threaten a claim against Nutshell for loss or damage arising from using the equipment. Nutshell gives no warranties about the equipment or goods beyond those the law requires, and the Customer relies on their own knowledge and judgment.

10.5 Business customers. The Customer is acquiring the equipment, goods and services for the purposes of a business. In line with section 43 of the Consumer Guarantees Act 1993 and section 5D of the Fair Trading Act 1986, the Customer and Nutshell agree that the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to this agreement, and that it is fair and reasonable for them to be bound by this clause. This clause does not apply to a Customer who is an individual hiring for personal, domestic or household use.

10.6 Privacy. Nutshell collects and holds the Customer's details to supply hire, invoice, make insurance claims and recover equipment, in line with the Privacy Act 2020. The Customer may ask to see or correct their information.

10.7 General. New Zealand law applies and the New Zealand courts have jurisdiction. If any term cannot be enforced, the rest still apply. Quotes, acceptance and notices can be given by email.

10.8 Third parties and injury. Nutshell is not liable for personal injury, or for loss of or damage to anyone's property, arising from the Customer's possession or use of the equipment, except where the law does not allow that liability to be excluded. The Customer indemnifies Nutshell against any claim made by anyone else arising from the Customer's possession or use of the equipment.

10.9 These are version 2.3 of the terms, dated 12 November 2026. They replace version 2.2 (12 November 2026), version 2.1 (25 October 2026), version 2 (17 October 2026) and the July 2021 version.