

Terms of Trade

Diligent Digitising · Video & audio digitising · Wellington

Version 1.0 · Effective 15 October 2026

1. About us and these terms

Diligent Digitising is the trading name of Mathew Thorp, sole trader (NZBN 9429052600500), 71 Orangi Kaupapa Road, Northland, Wellington 6012. Phone 022 158 1655 · mat@diligentdigitising.tech · diligentdigitising.tech

These Terms of Trade apply to every job we do. You accept them when you approve a quote, sign our drop-off form, or hand over media for digitising.

"Customer" (or "you") means any individual, company, organisation or other entity that requests, buys or authorises our digitising services, including a person who drops off tapes or other media for someone else. The Customer is responsible for giving accurate instructions, accepting the charges, and having the authority and rights to hand over the material.

Nothing in these terms limits your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

2. Quotes

- Quotes are free, carry no obligation and are valid for 30 days.
- A quote is based on the number, format and length of the media you describe to us.
- We check every item when we receive it. If something is different from what was quoted, for example more tapes, long-play recordings or damaged media, we will tell you and confirm the new price before we work on that item.

3. Charges

- **Standard rate: \$30 per tape** for VHS, VHS-C, Hi8, Digital8, MiniDV/DV, DVCAM and HDV recordings of up to 3 hours.
- **Long-play tapes:** LP, SLP or EP tapes with more than 3 hours recorded are quoted separately before work starts, because they take longer to play and process.
- **Every tape is charged, including blank tapes, tapes with only TV programmes, and tapes we cannot recover.** Each tape has to be played through our equipment in real time to find out what is on it, so the \$30 minimum applies even when little or no usable footage is found. TV programmes and commercial films cannot be copied (see clause 11), so a tape with only TV content is charged but no file is supplied.
- **Tip:** if you know a tape is blank or only holds TV recordings, label it or leave it at home. We only process the tapes you ask us to.
- **Damaged, mouldy or broken tapes** may need cleaning or repair, which is quoted separately. We will always ask you first.
- **Delivery:** your files are delivered free by cloud link (Google Drive or an unlisted YouTube link), or copied onto a **USB drive or hard drive that you supply**. We don't sell drives. When we quote, we'll tell you how much space you need. DVD copies are available at \$5 per disc.
- **Extra work** (see the pricing schedule) is only done with your approval.
- Diligent Digitising is not GST-registered, so no GST is added to our prices.

4. Turnaround

Every tape is played and checked in real time, so turnaround depends mainly on how many tapes you have. As a guide, we complete about **one tape per working day** once your job is started. A job of 1–3 tapes is usually ready within 5–7 working days.

Your job may take longer if:

- other jobs are ahead of yours (we work in the order received);
- tapes are long-play (more than 3 hours recorded);

- tapes are damaged, mouldy or need cleaning first; or
- you have chosen add-ons such as 4K upscaling.

We will give you an **estimated completion date** when you drop off, and tell you straight away if anything changes it. If you have a deadline, such as a birthday, funeral or reunion, let us know and we will do our best to meet it.

5. Payment

- We send an invoice (through Henry) when your job is finished.
- **Payment is due on collection, before your digital files and original media are released.**
- You can pay by bank transfer (details are on the invoice) or in cash on collection. For cloud delivery, we send the download link once payment has been received.

6. Picture and sound quality

Digitising transfers the recording that exists on your tape into a digital file. **On its own, it does not restore or improve the original picture or sound.** The result depends on the condition and quality of the original recording.

Older recordings may show:

- picture instability, tracking problems or drop-outs
- colour loss, fading or distortion
- noise, interference or visual artefacts
- poor or uneven sound
- defects from the original recording, or deterioration from age and storage

We use professional-grade equipment and do our best with every tape, but we cannot make a digital file match a modern recording. Optional 4K upscaling (see the pricing schedule) can sharpen and correct the picture, but it cannot recover detail that is no longer on the tape.

7. Damaged or unrecoverable media

- Some tapes are too damaged, deteriorated or technically inaccessible to give a usable result, and we cannot guarantee recovery from every tape.
- If playing a tape could cause further damage, we will stop, tell you, and either recommend specialist treatment or decline to process it. A tape we decline before playing it is not charged.
- A tape we have played but cannot recover is charged at the \$30 minimum (clause 3).

8. Care of your items

- We take reasonable care of your tapes, discs and any storage drive you give us while they are in our care.
- Old tapes can snap, stick or shed during playback simply because of their age. We cannot always prevent this, but we will tell you straight away if it happens.
- If we damage an item through our own lack of care, we will repair it, replace it with an equivalent, or refund the charge for that item, whichever is fair in the circumstances.
- Please make sure the USB drive or hard drive you supply has enough free space, and that anything already on it is backed up elsewhere. Never give us the only copy of important files.
- Keep your original tapes until you have received and checked your digital files.

9. Your digital files and storage

- **Free 90-day safety copy.** We keep a copy of your files for 90 days after delivery, so you can check them and ask for another copy if something goes wrong. Replacement copies during this time are free by cloud link or onto a drive you supply (DVDs \$5 per disc).
- **Optional 2-year archive: \$20 per order.** Choose it at drop-off or any time within the 90 days, and we will keep a backed-up copy for 2 years from delivery.
- When the storage period ends, your files are **securely deleted** and cannot be recovered. If you ask, we will delete them sooner.
- Long-term storage is your responsibility. We recommend keeping your files in at least two places, for example a computer and a cloud service or a second drive.

10. Collecting your items

We will contact you when your job is ready. Please collect your originals within 30 days. If items are not collected within 3 months after we have made at least two attempts to contact you, we may dispose of them responsibly.

11. Privacy, content and copyright

- **Privacy.** Your footage is viewed only as far as is needed to convert it and check the quality. We never share, publish or use your footage without your written permission. Your personal details are used only for your job and invoicing, in line with the Privacy Act 2020.
- **Your rights to the material.** You confirm that you own the material or have permission to have it copied.
- **Copyright.** To comply with the Copyright Act 1994, we only digitise personal footage. We cannot copy commercial films or recorded TV programmes.
- **Objectionable content.** We may decline or stop work on material that is objectionable or illegal, and where the law requires it we may have to report it.

12. Business customers

If you are acquiring our services for the purposes of a business, you agree that the Consumer Guarantees Act 1993 does not apply, to the extent the law allows.

13. Problems and complaints

If something isn't right, please tell us within the 90-day safety-copy period so we can re-check your files and, if the fault is ours, put it right at no cost. This does not limit your rights under New Zealand consumer law.

14. Changes to these terms

We may update these terms from time to time. The version in force when you accept your quote or drop off your media applies to that job. These terms are governed by New Zealand law.

Pricing schedule

Service	Price (NZD)
Standard digitising: any supported tape, recordings up to 3 hours	\$30 per tape
Long-play tapes (LP/SLP/EP) with more than 3 hours recorded	Quoted before work starts
Blank, TV-only or unrecoverable tapes (played and checked)	\$30 per tape (minimum charge)
Damaged or mouldy tapes needing cleaning or repair	Quoted separately, with your approval
4K upscaling (sharpening, colour/contrast/brightness correction, noise reduction)	\$5 per tape
Copy to DVD (up to 2 hours per disc)	\$5 per disc
Editing or restoration	\$30 per hour
Cloud delivery (Google Drive or unlisted YouTube link)	Free
Copy to a USB drive or hard drive you supply	Free
2-year archive copy	\$20 per order

Diligent Digitising: preserving your memories, one tape at a time.