

Euromarc Industries Limited – Terms & Conditions of Trade

1.	Definitions	6.3	At The Supplier's sole discretion a deposit may be required.		
1.1	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting The Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	6.4	Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by The Supplier, which may be: (a) on or before Delivery of the Goods/Equipment; (b) by way of instalments/progress payments in accordance with The Supplier's payment schedule; (c) for certain approved Clients, due seven (7) days following the end of the month in which a statement is posted to the Client's address or address for notices; (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is twenty (20) days following the date of any invoice given to the Client by The Supplier.	(d)	the proceeds of any such act on trust for The Supplier and must pay or deliver the proceeds to The Supplier on demand; the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of The Supplier and must sell, dispose of or return the resulting product to The Supplier as it so directs;.
1.2	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.			(e)	the Client irrevocably authorises The Supplier to enter any premises where The Supplier believes the Goods are kept and recover possession of the Goods;
1.3	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular Client and which can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using The Supplier's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	6.5	Payment may be made by cash, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and The Supplier.	(f)	The Supplier may recover possession of any Goods in transit whether or not Delivery has occurred;
1.4	"Equipment" means All Equipment including any accessories supplied on hire by The Supplier to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by The Supplier to the Client.	6.6	The Supplier may in its discretion allocate any payment received from the Client towards any invoice that The Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Client The Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by The Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of The Supplier's Purchase Money Security Interest (as defined in the PPSPA) in the Goods/Equipment.	(g)	The Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of The Supplier;
1.5	"Goods" means all Goods or Services (including, but not limited to, any consultation and design Services) supplied by The Supplier to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	6.7	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by The Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.	(h)	The Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
1.6	"Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by The Supplier to the Client.	6.8	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to The Supplier an amount equal to any GST The Supplier must pay for any supply by The Supplier under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.	Personal Property Securities Act 1999 ("PPSA")
1.7	"Supplier" means Euromarc Industries Limited T/A Euromarc Industries, its successors and assigns.	7.	Trade-In	11.1	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods/Equipment that have previously been supplied and that will be supplied in the future by The Supplier to the Client, and the proceeds from such Goods/Equipment as listed by The Supplier to the Client in invoices rendered from time to time.
1.8	"Price" means the Price payable for the Goods/Equipment hire (plus any Goods and Services Tax ("GST") where applicable) as agreed between The Supplier and the Client in accordance with clause 6 below.	7.1	In the event that The Supplier accepts a trade-in as part payment of purchases, Goods or machinery outright, then the Customer acknowledges and warrants that the Customer owns the said property and that it is not in any subject to any security, charge, lien or hire purchase agreement.	11.2	The Client undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which The Supplier may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, The Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby; (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment or the proceeds of such Goods/Equipment in favour of a third party without the prior written consent of The Supplier; and (d) immediately advise The Supplier of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
2.	Acceptance				
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Goods/Equipment.	8.	Delivery of Goods/Equipment	11.3	The Supplier and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	8.1	Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at The Supplier's address; or (b) The Supplier (or The Supplier's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.	11.4	The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	8.2	At The Supplier's sole discretion the cost of Delivery is either included or is in addition to the Price.	11.5	Unless otherwise agreed to in writing by The Supplier, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
2.4	The Client acknowledges and accepts that: (a) the supply of Goods/Equipment on credit shall not take effect until the Client has completed a credit application with The Supplier and it has been approved with a credit limit established for the account; (b) in the event that the supply of Goods/Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, The Supplier reserves the right to refuse Delivery; and (c) that the supply of Goods/Equipment for accepted orders may be subject to availability and if, for any reason, Goods/Equipment are not or cease to be available, The Supplier reserves the right to vary the Price with alternative Goods as per clause 6.2 subject to prior confirmation and agreement by both parties.	8.3	The Supplier may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.6	The Client shall unconditionally ratify any actions taken by The Supplier under clauses 11.1 to 11.5.
2.5	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.	8.4	Any time specified by The Supplier for Delivery of the Goods/Equipment is an estimate only and The Supplier will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that The Supplier is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.	11.7	Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
3.	Errors and Omissions	9.	Risk to Goods	11.8	Only to the extent that the hire of the Equipment exceeds a six (6) month hire period with the right of renewal shall clause 11 apply as a security agreement in the form of a PPS Lease in respect of Section 36 of the PPSA, in all other matters this clause 11 will apply generally for the purposes of the PPSA.
3.1	The Client acknowledges and accepts that The Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by The Supplier in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by The Supplier in respect of the Services.	9.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, The Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by The Supplier is sufficient evidence of The Supplier's rights to receive the insurance proceeds without the need for any person dealing with The Supplier to make further enquiries.	12.	Security and Charge
3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of The Supplier, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	9.2	If the Client requests The Supplier to leave Goods outside The Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.	12.1	In consideration of The Supplier agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
4.	Change in Control	9.3	The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, The Supplier accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	12.2	The Client indemnifies The Supplier from and against all The Supplier's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising The Supplier's rights under this clause.
4.1	The Client shall give The Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by The Supplier as a result of the Client's failure to comply with this clause.	9.4	Any advice, recommendation, information, assistance or service provided by The Supplier in relation to the Equipment, Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on The Supplier's own knowledge and experience and shall be accepted without liability on the part of The Supplier. Where such advice or recommendations are not acted upon then The Supplier shall require the Client or their agent to authorise commencement of the Services in writing. The Supplier shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.	12.3	The Client irrevocably appoints The Supplier and each director of The Supplier as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.
5.	Credit Card Information	9.5	The Client acknowledges and accepts that Goods supplied may exhibit variations in shade, colour, texture, surface and finish which may:	13.	Consumer Guarantees Act 1993
5.1	The Supplier will: (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by The Supplier; (b) not disclose the Client's credit card details to any third party; (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 19) or where required by law.	9.6	(a) fade or change colour over time; (b) expand, contract or distort as a result of exposure to heat, cold, weather; (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.	13.1	This Contract is subject to the provisions the Consumer Guarantees Act 1993 ("CGA") in all cases except where the Client is not contracting as a consumer within the meaning of the CGA.
5.2	The Client expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Client, any Equipment (or any part of them) supplied on hire that are lost or damaged or any other additional charges are due from the Client which were not known at the time of the return of the Equipment, The Supplier is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.	10.	Title to Goods	14.	Defects and Returns
6.	Price and Payment	10.1	The Supplier and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid The Supplier all amounts owing to The Supplier; and (b) the Client has met all of its other obligations to The Supplier.	14.1	The Client shall inspect the Goods/Equipment on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify The Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford The Supplier an opportunity to inspect the Goods/Equipment within a reasonable time following Delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which The Supplier has agreed in writing that the Client is entitled to reject, The Supplier's liability is limited to either (at The Supplier's discretion) replacing the Goods/Equipment or repairing the Goods/Equipment.
6.1	At The Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by The Supplier to the Client; or (b) The Supplier's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.2	Receipt by The Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.		Returns of Goods will only be accepted provided that: (a) the Client has complied with the provisions of clause 14.1; and (b) The Supplier has agreed in writing to accept the return of the Goods; and (c) the Goods are returned at the Client's cost within seven (7) days of the Delivery date; and (d) The Supplier will not be liable for Goods which have not been stored or used in a proper manner; and (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
6.2	The Supplier reserves the right to change the Price if a variation to The Supplier's quotation is requested. Any variations (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to The Supplier in the cost of taxes, levies, freight, materials and labour) will be charged for on the basis of The Supplier's quotation, and will be detailed in writing, and shown as variations on The Supplier's invoice. The Client shall be required to respond to any variation submitted by The Supplier within ten (10) working days. Failure to do so will entitle The Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	10.3	(a) until ownership of the Goods passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Goods and must return the Goods to The Supplier on request; (b) the Client holds the benefit of the Client's insurance of the Goods on trust for The Supplier and must pay to The Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold	14.3	The Supplier may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight.
				15.	Warranty
				15.1	For Goods not manufactured by The Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
				15.2	The conditions applicable to the warranty given on Goods supplied by The Supplier are contained on the "Warranty document" that will be supplied with the Goods.
				15.3	In the case of second-hand Goods, the Client acknowledges that full opportunity to inspect the same has been provided and accepts the same with all faults and that no warranty is given by The Supplier as to the quality or suitability for any purpose and any implied warranty,

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	statutory or otherwise, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.		by The Supplier and the right to request that The Supplier correct any incorrect Personal Information.		loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
16.	Intellectual Property			24.4	If The Supplier is to provide insurance cover for the Equipment (at its own discretion), the Client agrees to pay an extra eight percent (8%) above the standard hire charges for the Equipment. In the event of an insurance claim being necessary, the Client agrees to pay the applicable insurance company's cost of excess. Some items may be excluded from standard terms of insurance, for example tyres and windows.
16.1	Where The Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of The Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of The Supplier.	19.6	The Supplier will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.	24.5	The Client accepts full responsibility for and shall keep The Supplier indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Equipment during the hire period however arising and whether or not arising from any negligence, failure or omission of the Client or any other persons.
16.2	The Client warrants that all designs, specifications or instructions given to The Supplier will not cause The Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify The Supplier against any action taken by a third party against The Supplier in respect of any such infringement.	19.7	The Client can make a privacy complaint by contacting The Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz .	25.	Title to Equipment
16.3	The Client agrees that The Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which The Supplier has created for the Client.	20.	Service of Notices	25.1	The Equipment is and will at all times remain the absolute property of The Supplier.
17.	Default and Consequences of Default	20.1	Any written notice given under this Contract shall be deemed to have been given and received:	25.2	If the Client fails to return the Equipment to The Supplier then The Supplier or The Supplier's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
17.1	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at The Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	20.2	(a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address.	25.3	The Client is not authorised to pledge The Supplier's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.
17.2	If the Client owes The Supplier any money the Client shall indemnify The Supplier from and against all costs and disbursements incurred by The Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, The Supplier's collection agency costs, and bank dishonour fees).	21.	Trusts	26.	Client's Responsibilities
17.3	Further to any other rights or remedies The Supplier may have under this Contract, if a Client has made payment to The Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by The Supplier under this clause 17, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.	21.1	If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not The Supplier may have notice of the Trust, the Client covenants with The Supplier as follows:	26.1	The Client shall:
17.4	Without prejudice to The Supplier's other remedies at law The Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to The Supplier shall, whether or not due for payment, become immediately payable if:		(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not without consent in writing of The Supplier (The Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.		(a) satisfy itself at commencement that the Equipment is suitable for its purposes; (b) notify The Supplier immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification; (c) maintain the Equipment as is required by The Supplier (including, but not limited to, maintaining (where applicable) water, oil and fluid levels and tyre pressures); (d) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by The Supplier or posted on the Equipment; (e) ensure that: (i) all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to The Supplier upon request; (ii) the operator of any Equipment is not under the influence of alcohol or any drug that may impair their ability to operate the Equipment; (iii) all reasonable care is taken by the driver in handling and/or parking the Equipment and that the Equipment is left locked and/or securely stored when not in use.
	(a) any money payable to The Supplier becomes overdue, or in The Supplier's opinion the Client will be unable to make a payment when it falls due;	22.	General		(f) be liable for any parking or traffic infringement, impoundment, towage and storage costs incurred during the hire period and will supply relevant details as required by the Police and/or The Supplier relating to any such matters or occurrences.
	(b) the Client has exceeded any applicable credit limit provided by The Supplier;	22.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.		(g) comply with all workplace health and safety laws relating to the Equipment and its operation;
	(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	22.2	These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.		(h) on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to The Supplier; and
	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	22.3	Subject to the CGA, The Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by The Supplier of these terms and conditions (alternatively The Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).		(i) keep the Equipment in their own possession and control and shall not assign the benefit of the hire Contract nor be entitled to lien over the Equipment;
18.	Cancellation	22.4	The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.		(j) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
18.1	Without prejudice to any other remedies The Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions The Supplier may suspend or terminate the supply of Goods/Equipment to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because The Supplier has exercised its rights under this clause.	22.5	The Client cannot licence or assign without the written approval of The Supplier.		(k) indemnify and hold harmless The Supplier in respect of all claims arising out of the Client's use of the Equipment.
18.2	The Supplier may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods/Equipment at any time before the Goods/Equipment are delivered by giving written notice to the Client. On giving such notice The Supplier shall repay to the Client any money paid by the Client for the Goods/Equipment. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.	22.6	The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of The Supplier's sub-contractors without the authority of The Supplier.	26.2	The Client shall not:
18.3	In the event that the Client cancels Delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by The Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).	22.7	The Client agrees that The Supplier may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for The Supplier to provide Goods/Equipment to the Client.		(a) alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
18.4	Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.	22.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed boarder lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to The Supplier.		(b) exceed the recommended or legal load and capacity limits of the Equipment;
19.	Privacy Policy	22.9	Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.	26.3	(c) use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
19.1	All emails, documents, images or other recorded information held or used by The Supplier is "Personal Information" as defined and referred to in clause 19.3 and therefore considered confidential. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part I of the OECD Guidelines and as set out in the Act. The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by The Supplier that may result in serious harm to the Client, The Supplier will notify the Client in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.		Additional Terms & Conditions Applicable to Hire Only		(d) fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold.
19.2	Notwithstanding clause 19.1, privacy limitations will extend to The Supplier in respect of Cookies where the Client utilises The Supplier's website to make enquiries. The Supplier agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	23.	Hire Period		(e) Immediately on request by The Supplier the Client will pay:
	(a) IP address, browser, email client type and other similar details;	23.1	For Equipment in which a timing device is installed the hire period shall be the number of hours or part thereof recorded on the timing device whilst the Equipment is in the Client's possession.		(a) the new list Price of any Equipment that is for whatever reason destroyed, written off or not returned to The Supplier;
	(b) tracking website usage and traffic; and	23.2	If The Supplier agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves The Supplier's premises and continue until the Client notifies The Supplier that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.		(b) all costs incurred in cleaning the Equipment;
	(c) reports are available to The Supplier when The Supplier sends an email to the Client, so The Supplier may collect and review that information ("collectively Personal Information")	23.3	No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless The Supplier confirms special prior arrangements in writing. In the event of Equipment breakdown provided The Client notifies The Supplier immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.		(c) all costs of repairing any damage caused by: (i) the ordinary use of the Equipment; (ii) the negligence of the Client or the Client's agent; (iii) vandalism, or (in The Supplier's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client.
	If the Client consents to The Supplier's use of Cookies on The Supplier's website and later wishes to withdraw that consent, the Client may manage and control The Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	24.	Risk to Equipment		(d) the cost of fuels and consumables provided by The Supplier and used by the Client;
19.3	The Client authorises The Supplier or The Supplier's agent to:	24.1	The Supplier retains ownership of the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery.		(e) any: (i) lost hire fees The Supplier would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;
	(a) access, collect, retain and use any information about the Client;	24.2	The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies The Supplier for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client.		(ii) costs incurred by The Supplier in picking up and returning the Equipment to The Supplier's premises if the Client does not return the Equipment to The Supplier's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so;
	(i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications - credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or	24.3	The Client will insure, or self insure, The Supplier's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any	27.	Wet Hire
	(ii) for the purpose of marketing products and services to the Client.			27.1	"Wet Hire" shall mean that the Equipment is hired with an operator who shall at all times remain an employee of The Supplier.
	(b) disclose information about the Client, whether collected by The Supplier from the Client directly or obtained by The Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.			27.2	In the event of Wet Hire, the operator of the Equipment remains an employee of The Supplier and operates the Equipment in accordance with the Client's instructions. As such The Supplier shall not be liable for any actions of the operator in following the Client's instructions.
19.4	Where the Client is an individual the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 2020.				
19.5	The Client shall have the right to request (by e-mail) from The Supplier, a copy of the Personal Information about the Client retained				